

L05000061863

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

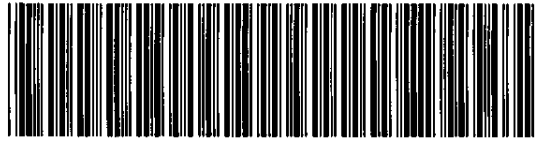
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01/03/07--01031--013 **25.00

01/02/07--01002--014 **25.00

EFFECTIVE DATE
12/31/06

FILED

06 DEC 29 PM 4:33

RECEIVED

06 DEC 29 PM 3:43

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CORPORATE

corp!

December 29, 2006

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

FILED
06 DEC 29 PM 4:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
EFFECTIVE DATE
12/31/06

Re: Order #: 6818414 SO
Customer Reference 1: none given
Customer Reference 2:

Dear Department of State, Florida:

Please obtain the following:

Vaco Orlando, LLC (FL)
Merger (Discontinuing Company)
Florida

Vaco Orlando, LLC (TN)
Registration
Florida

Vaco Tampa, LLC (FL)
Merger (Discontinuing Company)
Florida

Vaco Tampa LLC (TN)
Registration
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

File
Fraser!

Certificate of Merger
For
Florida Limited Liability Company

EFFECTIVE DATE
12/21/06

06 DEC 29 PM 4:33
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Vaco Tampa, LLC	Florida	LLC
L05000061863		

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Vaco Tampa, LLC	Tennessee	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

11:59:59 p.m. on December 31, 2006

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

5410 Maryland Way, Suite 460

Brentwood, Tennessee 37027

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:



Street address: 5410 Maryland Way, Ste. 460

Brentwood, TN 37027

Mailing address: Same

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Vaco Tampa, LLC		Denise B. Walls
Vaco Tampa, LLC		Denise B. Walls

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees:

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Vaco Tampa, LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Vaco Tampa, LLC	Tennessee	LLC

THIRD: The terms and conditions of the merger are as follows:

Please see attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

None.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Please see attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

Please see attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

CERTIFICATE OF MERGER
of
VACO TAMPA, LLC, a Florida limited liability company
with and into
VACO TAMPA, LLC, a Tennessee limited liability company

Pursuant to the provisions of Section 48-244-103 of the Tennessee Limited Liability Company Act, Vaco Tampa, LLC, a Tennessee limited liability company hereby adopts the following Certificate of Merger:

1. **Constituent Entities.** The following table sets forth the names, jurisdiction and date of formation or organization of each of the merging business entities:

<u>Name of Entity</u>	<u>Jurisdiction</u>	<u>Formation Date</u>
Vaco Tampa, LLC	Tennessee	June 26, 2006
Vaco Tampa, LLC	Florida	June 17, 2005

2. **Approval of Merger Agreement.** Vaco Tampa, LLC, a Tennessee limited liability company ("Surviving Entity") and Vaco Tampa, LLC a Florida limited liability company ("Terminating Entity") have approved and executed an Agreement and Plan of Merger.

3. **Name and Address of Principal Executive Office of Surviving Entity.** Vaco Tampa, LLC, a Tennessee limited liability company, shall be the surviving entity pursuant to the merger, and its principal executive office shall be 3001 North Rockypoint Drive, Suite 200, Tampa, Florida 33607.

4. **Type of Entity.** Surviving Entity is a Tennessee limited liability company.

5. **Effective Date.** The effective date and time of the merger shall be 11:59:59 p.m. on December 31, 2006.

6. **Location of Merger Agreement.** A copy of the Plan of Merger is on file at a place of business of Surviving Entity, at the following address:

Vaco Tampa, LLC
3001 North Rockypoint Drive, Suite 200
Tampa, Florida 33607

7. **Copy of Merger Agreement.** Surviving Entity shall make a copy of the Plan of Merger available, on request and without cost, to any member of Terminating Entity and to any person holding an interest in Terminating Entity.

Executed on this 19 day of December, 2006.

Vaco Tampa, LLC
A Tennessee limited liability company

By: DMB-Walls
Name: Denise Bennett-Walls
Its: Chief Manager

AGREEMENT AND PLAN OF MERGER
OF
VACO TAMPA, LLC
a Tennessee limited liability company
AND
VACO TAMPA, LLC
a Florida limited liability company

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of this 19th day of December, 2006 by and between **Vaco Tampa, LLC**, a Tennessee limited liability company (the "Tennessee Entity"), and **Vaco Tampa, LLC**, a Florida limited liability company (the "Florida Entity").

WHEREAS, the Tennessee Entity was formed by filing Articles of Organization with the Tennessee Secretary of State on June 26, 2005; and

WHEREAS, the members of the Tennessee Entity and Florida Entity intended to form only one legal entity, the Tennessee Entity, to conduct business in the State of Florida and desired to file the necessary documentation with the Secretary of State of Tennessee to organize the Tennessee Entity in Tennessee and to file the necessary documentation with the Florida Department of State to qualify the Tennessee Entity to conduct business in the State of Florida; and

WHEREAS, acting under a mistake of law and a misunderstanding of the procedure for qualifying the Tennessee Entity to do business in Florida, the members of the Tennessee Entity caused Articles of Organization to be filed with the Florida Department of State on June 17, 2005 instead of the documents necessary to qualify the Tennessee Entity to do business in Florida, thereby inadvertently and unintentionally forming the Florida Entity; and

WHEREAS, it was the intention of the members of the Tennessee Entity to authorize the Tennessee Entity to conduct business in Florida rather than to form the Florida Entity as a separate legal entity; and

WHEREAS, in order to accomplish the original intent of the members of the Tennessee Entity and, although it is the belief of the Tennessee Entity and the Florida Entity that the Florida Entity has no assets or liabilities and has never conducted any business, out of an abundance of caution and to avoid any doubt, the Tennessee Entity desires to merge with the Florida Entity, with the Tennessee Entity surviving, resulting in the Tennessee Entity being a Tennessee limited liability company qualified to transact business in Florida; and

WHEREAS, the members of the Florida Entity and the Tennessee Entity have approved the merger of the Florida Entity with and into the Tennessee

Entity (the "Merger") pursuant to the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the Florida Entity and the Tennessee Entity agree as follows:

1. The terms and conditions of the merger are that, at the Effective Time (as hereinafter defined) and pursuant to the Tennessee Limited Liability Company Act (the "Tennessee Act") and Chapter 608, Florida Statutes (the "Florida Act"), the Florida Entity shall be merged with and into the Tennessee Entity, and the Tennessee Entity shall survive the Merger; the name of the Tennessee Entity shall continue to be Vaco Tampa, LLC, a Tennessee limited liability company, and the separate existence and organization of the Florida Entity shall cease. Title to all properties, real, personal and mixed, tangible and intangible, if any, owned by the Florida Entity at the Effective Time of the Merger shall be vested in the Tennessee Entity at that time; and all other assets, if any, and all liabilities, if any, of the Florida Entity shall become assets and liabilities of the Tennessee Entity at that time.

2. The names of the entities planning to merge are Vaco Tampa, LLC, a Tennessee limited liability company and Vaco Tampa, LLC, a Florida limited liability company. After the Merger, Vaco Tampa, LLC, a Tennessee limited liability company shall be the survivor and Vaco Tampa, LLC, a Florida limited liability company shall disappear.

3. At the Effective Time, each membership interest in the Florida Entity shall be converted into a like membership interest in the Tennessee Entity, with a resulting capitalization of the Tennessee Entity as shown on Exhibit A, attached hereto.

4. The "Effective Time" of the Merger shall be 11:59 p.m., December 31, 2006.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

VACO TAMPA, LLC

a Tennessee limited liability company

By: DNB-Walls
Name: Denise Bennett-Walls
Its: Chief Manager

VACO TAMPA, LLC

a Florida limited liability company

By: DNB-Walls
Name: Denise Bennett-Walls
Its: Managing Member

EXHIBIT A

A. Class I Members. The Class I members of the company are:

Denise Bennet Walls
588 Lanarkshire Place
Apopka, FL 32712
Initial Contribution: \$100.00
Capital Account Balance:

Ownership Percentage: Four Percent (4.00%)

James W. Parker
2009 River Park Ct.
Valrico, FL 33594
Initial Contribution \$100.00
Capital Account Balance: \$100.00

Ownership Percentage: Four Percent (4.00%)

Bradley Hewett
604 Wild Flower Court
Franklin, TN 37064
Initial Contribution: \$100.00
Capital Account Balance:

Ownership Percentage: Eighteen Percent (18.00%)

Brian Mattison
6804 Chasewick Circle
Raleigh, NC 27615
Initial Contribution: \$100.00
Capital Account Balance:

Ownership Percentage: One Percent (1.0%)

Trident Investment Partners, LLC
304 Dunbar Ct
Franklin, TN 37064
Initial Contribution: \$100.00
Capital Account Balance:

Ownership Percentage: One Percent (1.0%)

B. Class II Member. The Class II member of the company is:

WaHoBo, LLC
105 Westwood Place Suite 325
Brentwood, Tennessee 37027
Initial Contribution: \$100.00
Capital Account Balance:
Ownership Percentage: Forty-two Percent (42.0%)

C. Class III Members. The Class III members of the company are:

- a. Oliver C. Carmichael
722 Rundle Avenue
Nashville, Tennessee 37210
Initial Contribution: \$60,000.00
Capital Account Balance:
Ownership Percentage: Six Percent (6.0%)
- b. Lucius E. Burch III
102 Woodmont Boulevard Suite 320
Nashville, Tennessee 37205
Initial Contribution: \$110,000.00
Capital Account Balance:
Ownership Percentage: Eleven Percent (11.0%)
- c. WF Partners
PO Box 50879
Nashville, TN 37205
Initial Contribution: \$60,000.00
Capital Account Balance:
Ownership Percentage: Six Percent (6.0%)
- d. Scott Gordon
701 Collins Tr. Ct.
Nashville, TN 37221
Initial Contribution: \$2,000.00
Capital Account Balance:
Ownership Percentage: 20/100 Percent (0.20%)

- e. Brandon Guy
5612 Knob Road
Nashville, TN 37209
Initial Contribution: \$2,000.00
Capital Account Balance:
Ownership Percentage: 20/100 Percent (0.20%)
- f. Alex Naddell
485 Summit Oaks Drive
Nashville, TN 37221
Initial Contribution: \$4,000.00
Capital Account Balance:
Ownership Percentage: 40/100 Percent (0.40%)
- g. Benny Romero
233 Scotsman Lane
Franklin, TN 37064
Initial Contribution: \$2,000.00
Capital Account Balance:
Ownership Percentage: 20/100 Percent (0.20%)
- h. Rachel Corum
111 Carriage Court
Brentwood, TN 37027
Initial Contribution: \$2,000.00
Capital Account Balance:
Ownership Percentage: 20/100 Percent (0.20%)
- i. Cheryl Citrone
284 Schilling Park Blvd
Collierville, TN 38017
Initial Contribution: \$2,000.00
Capital Account Balance:
Ownership Percentage: 20/100 Percent (0.20%)
- j. Jerry K. Johnston
294 West Goodwyn
Memphis, TN 38111
Initial Contribution: \$4,000.00
Capital Account Balance:
Ownership Percentage: 40/100 Percent (0.40%)

k.	Matt Simpson 329 Shadow Creek Drive Brentwood, TN 37027 Initial Contribution: Capital Account Balance: Ownership Percentage:	\$2,000.00 <hr/> 20/100 Percent (0.20%)
l.	Layne Cagle 601 Old Hickory Blvd. #57 Brentwood, TN 37215 Initial Contribution: Capital Account Balance: Ownership Percentage:	\$2,000.00 <hr/> 20/100 Percent (0.20%)
m.	Sandra Shugart 157 Forest Trail Brentwood, TN 37027 Initial Contribution: Capital Account Balance: Ownership Percentage:	\$2,000.00 <hr/> 20/100 Percent (0.20%)
n.	Renee Fisher 4304 Armstrong Drive Mechanicsville, VA 23111 Initial Contribution: Capital Account Balance: Ownership Percentage:	\$2,000.00 <hr/> 20/100 Percent (0.20%)
o.	Leslie Morris 11104 Mill Place Court Glen Allen, VA 23060 Initial Contribution: Capital Account Balance: Ownership Percentage:	\$2,000.00 <hr/> 20/100 Percent (0.20%)
p.	Brian Mattison 6804 Chasewick Circle Raleigh, NC 27615 Initial Contribution: Capital Account Balance: Ownership Percentage:	\$2,000.00 <hr/> 20/100 Percent (0.20%)

- q. Sid Mitchener
9912 Calvados Drive
Wake Forest, NC 27587
Initial Contribution: \$2,000.00
Capital Account Balance:
Ownership Percentage: 20/100 Percent (0.20%)
- r. Roman G. Ottinger
103 Five Oaks Circle
Lebanon, TN 37087
Initial Contribution: \$20,000.00
Capital Account Balance:
Ownership Percentage: Two Percent (2.0%)
- s. David Rhode
208 Glen Buckley Road
Cary, NC 27511
Initial Contribution: \$2,000.00
Capital Account Balance:
Ownership Percentage: 20/100 Percent (0.20%)
- t. Trident Investment Partners, LLC
304 Dunbar Ct
Franklin, TN 37064
Initial Contribution: \$16,000.00
Capital Account Balance:
Ownership Percentage: One and 60/100 Percent (1.60%)