

*LOK 0000065154*

Florida Department of State  
Division of Corporations  
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To: Division of Corporations  
 Fax Number : (850) 205-0380

From: Account Name : CORPORATION SERVICE COMPANY  
 Account Number : I20000000195  
 Phone : (850) 521-1000  
 Fax Number : (850) 558-1575

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MERGER OR SHARE EXCHANGE

FREEMAN FAMILY ENTERPRISES, LLC

Certificate of Status	0
Certified Copy	0
Page Count	13
Estimated Charge	<del>\$77.50</del>

*50.00*

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**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:

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



FILE No.616 03/08 '06 16:27 ID:CSC

FAX:850 558 1515

PAGE 5/ 13

H06000062634 3

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.608.4351-608.43505, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Freeman Family Enterprises	<i>Regina Freeman</i>	Regina Freeman
Freeman Family Enterprises, LLC	<i>Margareta N. Freeman</i>	Margareta Necha Freeman
Freeman Family Enterprises, LLC		Sarah Freeman

Corporations: Chairman, Vice Chairman, President or Officer  
*(If no directors selected, signature of incorporator.)*

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

H06000062639 3

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>
Freeman Family Enterprises	Ohio	General Partnership
Freeman Family Enterprises, 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>
Freeman Family Enterprises, LLC	Florida	LLC

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

See Attached Plan of Merger

*(Attach additional sheets if necessary)*

STATE OF FLORIDA  
DEPARTMENT OF STATE

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FILE No.616 03/08 '06 16:27 ID:CSC

FAX:850 558 1515

PAGE 7/ 13

W06000062559 5

**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:

See Attached Plan of Merger

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*(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:

See Attached Plan of Merger

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*(Attach additional sheet if necessary)*

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

See Attached Plan of Merger

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*(Attach additional sheet if necessary)*

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

See Attached Plan of Merger

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*(Attach additional sheet if necessary)*

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SECTION  
MARCH 08 2006



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**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER**, dated March 8, 2006, by and between FREEMAN FAMILY ENTERPRISES, a Ohio general partnership (the "Partnership"), and FREEMAN FAMILY ENTERPRISES, LLC, a Florida limited liability company (the "Company").

**WITNESSETH:**

**WHEREAS**, the Partnership shall be merged with and into the Company and the Company shall be the surviving company ("Surviving Company"); and

**WHEREAS**, it is the intent of this Agreement and Plan of Merger (the "Merger Agreement") that the merger provided for herein (the "Merger") shall be pursuant to the applicable laws of the State of Florida, and

**WHEREAS**, all of the partners of the Partnership and all of the members of the Company deem the merger desirable and in the best interests of their respective companies; and

**WHEREAS**, the Partnership is a general partnership created under the laws of the State of Ohio, and the Company is a limited liability company created under the laws of the State of Florida

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and the basis for converting interests in the Partnership for interests in the Surviving Company and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**ARTICLE I.**

In accordance with the provisions of this Merger Agreement, s. 609.4382 of the Florida Limited Liability Company Act, the Partnership shall be merged into the Surviving Company.

**ARTICLE II.**

The Merger shall be effective (the "Effective Date") in the State of Florida on the date the Certificate of Merger is filed with the Florida Secretary of State's office.

**ARTICLE III.**

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Upon the Effective Date, the members of the Surviving Company shall own the percentage interests in the Surviving Company in the same proportions as they owned in the Partnership.

**ARTICLE IV.**

On the Effective Date, the capital accounts of the partners in the Partnership shall be carried over to the capital accounts of the members in the Surviving Company. The taxable year of the Partnership shall not close as a result of the Merger.

**ARTICLE V.**

On the Effective Date, the Certificate of Formation of the Surviving Company, as in effect on the Effective Date, shall remain the Certificate of Formation of the Surviving Company until altered, amended or repealed.

**ARTICLE VI**

The Operating Agreement of the Surviving Company shall be the Operating Agreement of the Surviving Company from and after the Effective Date until altered, amended or repealed.

**ARTICLE VII.**

This Merger Agreement may be terminated or abandoned at any time prior to the filing of the Certificate of Merger with the Florida Secretary of State by mutual written agreement of the Partnership and the Company.

**ARTICLE VIII.**

On the Effective Date, the separate existence of the Partnership shall cease, and the existence and the identity of the Surviving Company, as the Surviving Company, shall continue. The Surviving Company shall thereupon succeed, without other transfer, to all the rights and property of the Partnership and shall be subject to all of the debts and liabilities of the Partnership in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens upon the property of the Partnership shall be limited to the property affected thereby immediately prior to the Effective Date. Any action or proceeding pending by or against the Partnership may be prosecuted to judgment, which shall bind the Surviving Company, or the Surviving Company may be proceeded against or substituted in the place of the Partnership.

**ARTICLE IX.**

From time to time at and after the Effective Date as and when requested by the Surviving Company or by its successors or assigns, the Partnership shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and

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shall take or cause to be taken all such further or other actions, as the Surviving Company, and its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Company, and its successors or assigns, title to and possession of all the rights and property referred to in Article VIII hereof and otherwise to carry out the intent and purposes of this Merger Agreement. If the Surviving Company shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of the Partnership acquired by the Surviving Company pursuant to this Merger Agreement, the members of the Surviving Company at that time are hereby specifically authorized as attorneys-in-fact of the Partnership (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Surviving Company or otherwise, as such members shall deem necessary or appropriate to accomplish such end.

**ARTICLE X.**

1. For the convenience of the parties hereto and to facilitate the filing of this Merger Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts shall together constitute the same agreement.

2. This Merger Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Merger Agreement as of the date hereof. Any amendment to this Merger Agreement shall be approved by both the Partnership and the Company.

3. This Merger Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida. The filing requirements of the State of Florida shall govern all respective filings necessary or advisable to effect the intent and purposes of this Merger Agreement.

4. Except as otherwise specifically provided herein, nothing expressed or implied in this Merger Agreement is intended, or shall be construed, to confer upon or give any person, firm or company, other than the parties hereto and their respective partners/members, any rights or remedies under or by reason of this Merger Agreement.

5. This Merger Agreement embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Merger Agreement.

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PAGE 13/ 13

XXXXXXXXXXXX

IN WITNESS WHEREOF, the parties have executed this Merger Agreement the day and year first above written.

**FREEMAN FAMILY ENTERPRISES**

a Ohio general partnership

By: *Regina Freeman*  
Regina Freeman, General Partner

**FREEMAN FAMILY ENTERPRISES, LLC**

a Florida limited liability company

By: \_\_\_\_\_  
Sarah Freeman,  
Manager

By: *Margaret Necha Freeman*  
Margaret Necha Freeman,  
Manager

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PAGE 12/ 13

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IN WITNESS WHEREOF, the parties have executed this Merger Agreement the day and year first above written.

**FREEMAN FAMILY ENTERPRISES**  
a Ohio general partnership

By: \_\_\_\_\_  
Regina Freeman, General Partner

**FREEMAN FAMILY ENTERPRISES, LLC,**  
a Florida limited liability company

By: Sarah E. Freeman  
Sarah Freeman,  
Manager

By: \_\_\_\_\_  
Margareta Necha Freeman,  
Manager

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STATE OF FLORIDA  
DEPARTMENT OF STATE  
MARCH 08 2006