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L. SELLERS

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EXAMINER

From:

Account Name : AKERMAN SENTERFITT (ORLANDO)  
Account Number : 076656002425  
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*Susan Barch*

MERGER OR SHARE EXCHANGE

BNC RESTAURANTS REAL ESTATE III, LLC

Certificate of Status	1
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**CERTIFICATE OF MERGER  
OF  
BNC RESTAURANTS IV, INC.,  
a Florida Corporation  
WITH AND INTO  
BNC RESTAURANTS REAL ESTATE III, LLC,  
a Florida Limited Liability Company**

The following Certificate of Merger has been duly adopted and is submitted in accordance with Section 608.4382, Florida Statutes, as amended:

**FIRST:** The exact name, form/entity type and jurisdiction for the merging entity (the "Merging Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BNC RESTAURANTS IV, INC.	Florida	Corporation

**SECOND:** The exact name, form/entity type and jurisdiction for the surviving entity (the "Surviving Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BNC RESTAURANTS REAL ESTATE III, LLC	Florida	Limited Liability Company

**THIRD:** The attached Plan and Agreement 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 or 620, Florida Statutes.

**FOURTH:** The attached Plan and Agreement 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:** The effective date (the "Effective Date") of the merger shall be March 31, 2009.

**SIXTH:** At and as of the Effective Date, the Merging Entity shall be merged with and into the Surviving Entity and the separate existence of the Merging Entity shall cease (the "Merger"). The Surviving Entity is the surviving entity of the Merger. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof.

Prepared by: J. Thomas Cardwell, Esq.  
Akerman Senterfitt  
P.O. Box 231  
Orlando, FL 32802-0231

**SEVENTH:** Signature(s) for each Party:

**SURVIVING ENTITY:**

**BNC RESTAURANTS REAL ESTATE III,  
LLC**, a Florida limited liability company

By: J. Thomas Cardwell  
Name: J. Thomas Cardwell  
Title: Member

**MERGING ENTITY:**

**BNC RESTAURANTS IV, INC.**, a Florida  
corporation

By: \_\_\_\_\_  
Name: J. Thomas Cardwell  
Title: Director

**Exhibit A**

**PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger (this "Plan") is adopted and approved as of March 31, 2009 between **BNC RESTAURANTS REAL ESTATE III, LLC**, a Florida limited liability company (the "Surviving Entity"), and **BNC RESTAURANTS IV, INC.**, a Florida corporation (the "Merging Entity" and collectively with the Surviving Entity, the "Constituent Entities").

**RECITALS**

**WHEREAS**, the Surviving Entity is a limited liability company duly organized and existing under the laws of the State of Florida; and

**WHEREAS**, the Merging Entity is a corporation duly organized and existing under the laws of the State of Florida; and

**WHEREAS**, the shareholders and Board of Directors of the Merging Entity and the members of the Surviving Entity have determined that it is advisable and in the best interests of each such entity and its respective shareholders and members that the Merging Entity be merged with and into the Surviving Entity (the "Merger") on the terms and subject to the conditions set forth hereinafter, in accordance with the applicable provisions of the Florida Statutes; and

**WHEREAS**, the shares of common stock of the Merging Entity and the membership interests of the Surviving Entity, are owned by the same persons, in the same percentage of ownership; and

**WHEREAS**, the Merger is undertaken to centralize management and promote economies of operation for the business of the Constituent Entities.

**NOW, THEREFORE**, in consideration of their mutual premises and of the agreements, covenants and provisions hereinafter contained, the Constituent Entities, as authorized by their respective shareholders, Boards of Directors and members, as applicable, have agreed and do hereby agree, each with the other, as follows:

**ARTICLE I**

**The Merger**

At and as of the Effective Date (as defined in Article V hereof), the Merging Entity shall be merged with and into the Surviving Entity in accordance with the Florida Limited Liability Company Act, as amended, and the separate existence of the Merging Entity shall cease and the Surviving Entity shall thereafter continue as the surviving entity under the laws of the State of Florida.

**ARTICLE II****Manner and Basis of Converting Interests**

At and as of the Effective Date, (i) all issued and outstanding membership interests in the Surviving Entity shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as fully paid and nonassessable membership interests in the Surviving Entity and (ii) all issued and outstanding shares of common stock of the Merging Entity shall, by virtue of the Merger and without any action on the part of the holder or the issuer thereof, be cancelled and no consideration shall be issued in respect thereof.

**ARTICLE III****Approval**

The Merger contemplated by this Plan and Agreement of Merger has previously been submitted to and approved by the respective members, shareholders and directors (as applicable) of the Merging Entity and the Surviving Entity. The proper members, shareholders, directors and officers (as applicable) of the Merging Entity and the Surviving Entity shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Plan and Agreement of Merger.

**ARTICLE IV****Effect of Merger**

At and as of the Effective Date, all property, assets, rights, privileges, powers and franchises of the Merging Entity and the Surviving Entity shall vest in the Surviving Entity, and all liabilities and obligations of the Merging Entity and the Surviving Entity shall become liabilities and obligations of the Surviving Entity, all without further transfer, deed or action of any kind. From and after the Effective Date, (i) the Articles of Organization and the Operating Agreement of BNC RESTAURANTS REAL ESTATE III, LLC shall be the Articles of Organization and the Operating Agreement of the Surviving Entity and (ii) the members, directors and officers of the BNC RESTAURANTS REAL ESTATE III, LLC immediately prior to the Effective Date shall continue to serve in such capacity and shall be the members, directors and officers of the Surviving Entity.

**ARTICLE V****Effective Date**

As used in this Plan and Agreement of Merger, the term "Effective Date" shall mean March 31, 2009.

**IN WITNESS WHEREOF**, pursuant to the approval and authority duly given, the parties have caused this Plan and Agreement of Merger to be executed as of the date first set forth above by an authorized representative of each party thereto.

**BNC RESTAURANTS REAL ESTATE III,  
LLC**, a Florida limited liability company

By: J. Thomas Cardwell  
Name: J. Thomas Cardwell  
Title: Member and Director

**BNC RESTAURANTS IV, INC.**, a Florida  
corporation

By: \_\_\_\_\_  
Name: J. Thomas Cardwell  
Title: Director