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MERGER OR SHARE EXCHANGE

Baronaire, LLC

Certificate of Status	1
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SECRETARY OF STATE
TALLAHASSEE, FLORIDAARTICLES (CERTIFICATE) OF MERGER

The following Articles (Certificate) of Merger are being submitted in accordance with Section 608.4382 of the Florida Statutes and O.C.G.A. Section 14-11-904.

FIRST: The exact name, street address of its principal office, jurisdiction, date of formation and entity type for the Merging Company (hereinafter "Merging Company") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Date of Formation</u>	<u>Entity Type</u>
BARONAIRE, LLC Monarch Towers Suite #2100 3424 Peachtree Rd. NE Atlanta, GA 30326	Georgia	11/15/01	Limited Liability Company

Georgia Company ID Number: 0150163
FEI Number: 36-4479809

SECOND: The exact name, street address of its principal office, jurisdiction, date of formation and entity type of Surviving Company (hereinafter "Surviving Company") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Date of Formation</u>	<u>Entity Type</u>
BARONAIRE, LLC 7575 Pelican Bay Blvd. The Montenero #1807 Naples FL 34108	Florida	2/3/06	Limited Liability Company

Florida Document/Registration Number: L04000035473
FEI Number: 36-4479809

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THIRD: The attached Plan and Agreement of Merger meets the requirements of Section 608.438 of the Florida Statutes, and was approved and executed by the Managers and Members of the Surviving Company in accordance with Chapter 608 of the Florida Statutes on March 15, 2006.

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FOURTH: The attached Plan and Agreement of Merger meets the requirements of O.C.G.A. Section 14-11-902 and was approved and executed by the Merging Company by the Members in accordance with O.C.G.A. Section 14-11-903 on March 15, 2006. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIFTH: The Surviving Company agrees that the Secretary of State of the State of Georgia is appointed as agent of the Surviving Company on whom process in the State of Georgia in any action, suit, or proceeding for the enforcement of an obligation of each limited liability company constituent to the Merger may be served and states that for purposes of receiving a copy of such process its address is as stated above in Article SECOND.

SIXTH: The Surviving Company has obtained the written consent of each Member that as a result of the merger is now a Member of the Surviving Company pursuant to Section 608.4381(2) of the Florida Statutes.

SEVENTH: The Plan and Agreement of Merger will be on file with the Surviving Company at the address stated above in Article SECOND. A copy of the Plan and Agreement of Merger will be furnished by the Surviving Company, on request and without cost, to any Member of each limited liability company that is a party to the merger or any person holding an interest in any other business entity which is a party to the merger.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective laws of all applicable jurisdictions and is not prohibited by the Operating Agreement or Articles of Organization of any company that is a party to the merger.

NINTH: The merger shall become effective as of March 20th, 2006.

TENTH: The Articles (Certificate) of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

[The remainder of this page has intentionally been left blank.
Signature page follows on page 3.]

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TALLAHASSEE, FLORIDA
NOW, THEREFORE, the undersigned, being the authorized Members and Managers of the Merging Company and the Surviving Company hereinbefore named, for the purpose of merging the respective Companies under the Florida Limited Liability Company Act and the Georgia Limited Liability Company Act have executed these Articles (Certificate) of Merger this 15 day of March, 2006.

MERGING COMPANY:

BARONAIRE, LLC
A GEORGIA LIMITED
LIABILITY COMPANY

MEMBERS:

By: 

Ronald D. Balser

By: 

Barbara B. Balser

MANAGER:

By: 

Ronald D. Balser

By: 

Barbara B. Balser

SURVIVING COMPANY:

BARONAIRE, LLC
A FLORIDA LIMITED
LIABILITY COMPANY

MEMBERS:

By: 

Ronald D. Balser

By: 

Barbara B. Balser

MANAGER:

By: 

Ronald D. Balser

By: 

Barbara B. Balser

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PLAN OF MERGERSECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following plan of merger (hereinafter "Merger"), dated as of the 15 day of March, 2006, which was adopted and approved by BARONAIRE, LLC, a Georgia Limited Liability Company (hereinafter referred to as "Company") and BARONAIRE, LLC, a Florida Limited Liability Company (hereinafter referred to as "Surviving Company") (hereinafter collectively referred to as "Merging Companies", and individually as, the "Merging Company") in accordance with Section 608.4381 of the Florida Statutes and Sections 14-11-901, 14-11-902, and 14-11-903 of the Georgia Code.

WHEREAS, the Surviving Company is organized and exists under the laws of the State of Florida, having filed its Articles of Organization in the Office of the Secretary of State of the State of Florida, on the 3rd day of February, 2006, having its business address at 7575 Pelican Bay Blvd., The Montenero #1807, Naples FL 34108, having its registered office at 1185 Immokalee Road, Suite 110, Naples, Florida 34110, and having as its registered agent James R. Nici, Esq.; and

WHEREAS, the total number of membership units which the Surviving Company has authority to issue is One Thousand (1000) membership units, of which One Thousand (1000) membership units are now issued and outstanding; and

WHEREAS, the Company is organized and exists under the laws of the State of Georgia, having filed its Articles of Organization in the Office of the Secretary of State of the State of Georgia on the 15th day of November, 2001, having its business address and address of its registered office at Monarch Towers Suite #2100, 3424 Peachtree Rd. NE, Atlanta, GA 30326 and having as its registered agent Gary E. Snyder, Esq.; and

WHEREAS, Fifty Percent (50%) of the membership interest in each Merging Company is owned by Ronald D. Balser; and

WHEREAS, Fifty Percent (50%) of the membership interest in each Merging Company is owned by Barbara D. Balser; and

WHEREAS, it is intended that the merger of the Company with and into the Surviving Company, with the Surviving Company as the Surviving Company (the "Merger") will qualify as a tax-free reorganization within the meaning of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, the Managers of each of the Merging Companies deem it advisable that the Company be merged into the Surviving Company on the terms and conditions set forth below, in accordance with the applicable provisions of the statutes of the State of Georgia and the State of Florida, respectively, which permit such Merger and the Managers of each Merging Company have approved this Plan and Agreement of Merger as required by applicable law.

NOW, THEREFORE, in consideration of the agreements, covenants and provisions set out below, the Surviving Company and the Company, by their Managers, do hereby agree as follows:

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TALLAHASSEE, FLORIDA

**ARTICLE I
MERGER OF COMPANIES,
IDENTIFICATION OF ENTITIES AND EFFECTIVE DATE**

1.1 The Surviving Company and the Company shall be merged into a single company, in accordance with applicable provisions of the laws of the State of Georgia and of the State of Florida by the Company merging into the Surviving Company.

The exact name and jurisdiction of the Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Date of Formation</u>	<u>Entity Type</u>
BARONAIRE, LLC Monarch Towers Suite #2100 3424 Peachtree Rd. NE Atlanta, GA 30326	Georgia	11/15/01	Limited Liability Company

The exact name and jurisdiction of the Surviving Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Date of Formation</u>	<u>Entity Type</u>
BARONAIRE, LLC 7575 Pelican Bay Blvd. The Montenero #1807 Naples FL 34108	Florida	2/3/06	Limited Liability Company

1.2 Upon the Merger becoming effective under the laws of the State of Georgia and the State of Florida (hereinafter referred to as the "Effective Date") the two merged Limited Liability Companies shall be a single Limited Liability Company, which shall be the Surviving Company, and the separate existence of the Company shall cease, except to the extent, if any, provided by the laws of the State of Georgia.

**ARTICLE II
TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger, in addition to those set forth elsewhere in this Plan and Agreement of Merger, are as follows:

2.1 Upon the Effective Date, the following events shall occur:

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2.1.1 The Company and the Surviving Company shall be a single company, which shall be BARONAIRE, LLC, a Florida Limited Liability Company.

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TALLAHASSEE, FLORIDA

2.1.2 The Company shall cease to exist as a separate entity.

2.1.3 The Operating Agreement of the Company as it existed immediately before the effective date of Merger shall be the Operating Agreement of the Surviving Company until amended as provided therein.

2.1.4 The persons who will serve as Managers of the Surviving Company shall be the same persons who served as Managers of the Company immediately before the effective date of the Merger.

2.1.5 The Surviving Company shall thereupon possess all the rights, privileges, of the Company; and all property, real and personal, and all debts due on whatever account, and every other interest belonging to or due to each of the Merging Companies, shall be vested in the Surviving Company without further act or deed.

2.1.6 All rights, privileges, powers, causes of action, interest, property, (whether real, personal or otherwise), accounts, stock, restrictions, duties, obligations, title, immunities and franchises of the Company shall vest in the Surviving Company and any title to real estate vested by deed or otherwise in the Company shall not revert or be in any way impaired by reason of the Merger.

2.1.7 The Surviving Company shall be responsible and liable for all of the debts, liabilities and obligations of the Company; and all existing or pending claims, actions or proceedings by or against the Company may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in the place of the Company, and neither the rights of creditors nor any liens upon the property of the Company shall be impaired by the Merger.

2.2 The Surviving Company hereby agrees that it may be served with process in the State of Georgia in any proceeding for the enforcement of any obligation of either Merging Company, including those arising from the Merger, and hereby irrevocably appoints the Secretary of State of the State of Georgia as its agent to accept service of process in any such suit or other proceedings, and further agrees that service of any such process may be made by providing the Secretary of State of the State of Florida with duplicate copies of such process; and the Surviving Company authorizes the aforesaid Secretary of State to send such process to it by registered mail directed to its registered office at:

c/o Cox & Nici, 1185 Immokalee Road, Suite 110, Naples, Florida 34110

2.3 With respect to each Merging Company, the aggregate amount of net assets of each Merging Company that was available to support and pay dividends before the Merger, shall continue to be available for the payment of dividends by the Surviving Company, except to the extent that all or a portion of those net assets may be transferred to the stated capital of the Surviving Company.

2.4 The Articles of Organization set forth in Exhibit A attached hereto shall constitute the Articles of Organization of the Surviving Company and said Articles of Organization are and are made a part of this Plan and Agreement of Merger.

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TALLAHASSEE, FLORIDA

**ARTICLE III
CAPITALIZATION OF SURVIVING COMPANY
AND CONVERSION OF MEMBERSHIP UNITS**

3.1 The manner and basis of converting the interests, membership units, obligations or other securities of the Company into the interests, membership units, obligations or other securities of the Surviving Company, in whole or in part, into cash or other property are as follows:

3.1.1 All of the Members of the Company and the Surviving Merging Company and the outstanding membership units issued by each Company are identical and, therefore, no conversion is necessary. At and after the Effective Merging Date, all of the previously issued and outstanding membership units of the Company that were issued and outstanding immediately prior to the Effective Date shall be automatically retired and canceled.

3.1.2 At and after the Effective Date, all of the outstanding certificates that, prior to that date, represented membership units of the Company's membership interests, shall be deemed for all purposes to evidence ownership of and to represent the number of membership units of the Surviving Company's membership interests into which such membership units of the Company's membership interests are converted as provided herein. The registered owner on the books and records of the Company of any such outstanding membership certificate for the Company shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Company or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the membership units of the Surviving Company's membership interests evidenced by such outstanding certificate as above provided.

3.1.3 No fractional membership units of the Surviving Company's membership interests will be issued in connection with the Merger. In lieu thereof, the Surviving Company shall pay each Member of the Company who would otherwise be entitled to receive a fractional share of the Surviving Company's membership interests (assuming the aggregation of all membership units held by the same holder of more than one membership certificate representing membership units of the Merging Company's membership interests) a cash amount equal to the applicable fraction multiplied by the fair market value of a share of the Surviving Company's membership interests, as determined by the Managers of the Surviving Company in good faith (the "Fair Market Value Per Unit").

3.2 As there are no outstanding options or warrants of either the Company or the Surviving Company, the manner and basis of converting rights to acquire interests, membership units, obligations or other securities of the Company into rights to acquire interests, membership units, obligations or other securities of the Surviving Company, in whole or in part, into cash or other property are not addressed herein.

**ARTICLE IV
PAYMENT OF EXPENSES OF MERGER**

The Surviving Company shall pay all expenses incurred for the purpose of bringing both this Plan and Agreement of Merger and the Merger herein described into effect.

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TALLAHASSEE, FLORIDA

ARTICLE V

REQUEST FOR ADDITIONAL DOCUMENTATION

If the Surviving Company shall have reason to request any further assignments, conveyances or other transfers that it is advised by counsel are necessary to vest in the Surviving Company title to any property or rights of either of the Merging Companies, the Managers of the Merging Companies shall execute any assignment, conveyance, deed or other documents advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

ARTICLE VI

ADOPTION BY MEMBERS,
ABANDONMENT AND AMENDMENT

6.1 Adoption by Members This Plan and Agreement of Merger shall be submitted to the Members of the Merging Companies for consideration at a meeting of Members held in accordance with the Operating Agreement of each Merging Company and with the laws of the State of Georgia or State of Florida, as the case may be, and upon (1) the approval by the Members of the Merging Companies, and (2) the subsequent execution, filing and recording of such documents shall then take effect and be the Plan and Agreement of Merger of the Merging Companies.

6.2 Abandonment. This Plan and Agreement of Merger may be abandoned by (1) the Merging Companies by the action of their respective Managers if such action is taken before the Plan and Agreement of Merger has been approved by their respective Members, or (2) the Merging Companies if their respective Managers abandon the Plan and Agreement of Merger before the effective date of the Merger.

6.3 Amendment. At any time before the Effective Date, this Plan and Agreement of Merger may be amended, modified or supplemented by the Managers of the Company and Surviving Company, notwithstanding approval of this Plan and Agreement of Merger by the Members of either the Company or Surviving Company; provided, however, that any amendment made subsequent to the adoption of this Agreement by the Members of the Company or the Members of the Surviving Company shall not: (i) alter or change the amount or kind of limited liability company interests, securities, cash, property and/or rights to be received in exchange for or upon conversion of any limited liability company interests of the Company; (ii) alter or change any of the terms of the Certificate of Organization of the Surviving Company to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Plan and Agreement of Merger if such alteration or change would adversely affect the Members of any membership units of the Company or Surviving Company.

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TALLAHASSEE, FLORIDA

ARTICLE VII
MISCELLANEOUS

6.4 Governing Law. All rights and obligations under this Plan and Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.

6.5 Counterparts. In order to facilitate filing and recording processes, this Plan and Agreement of Merger, may be executed in any number of counterparts, each of which shall be deemed to be an original.

6.6 Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of the Code.

IN WITNESS WHEREOF, BARONAIRE, LLC, a Georgia Limited Liability Company, has caused these presents to be executed by its Manager and Members and its seal to be affixed, and BARONAIRE, LLC, a Florida Limited Liability Company, has caused these presents to be executed by its Managers and Members and its seal to be affixed, as of the 15 day of March, 2006.

MERGING COMPANY:

SURVIVING COMPANY:

BARONAIRE, LLC
A GEORGIA LIMITED LIABILITY COMPANY

BARONAIRE, LLC
A FLORIDA LIMITED LIABILITY COMPANY

MEMBERS:

By: [Signature]
Ronald D. Balser

By: [Signature]
Barbara B. Balser

MANAGER:

By: [Signature]
Ronald D. Balser

By: [Signature]
Barbara B. Balser

MEMBERS:

By: [Signature]
Ronald D. Balser

By: [Signature]
Barbara B. Balser

MANAGER:

By: [Signature]
Ronald D. Balser

By: [Signature]
Barbara B. Balser

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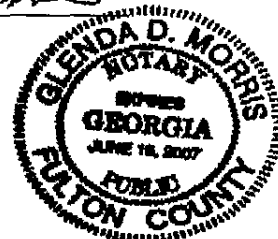
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF Georgia,
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 15 day of March, 2006, by Ronald D. Balser, as Member and Manager of BARONAIRE, LLC, a Florida Limited Liability Company, on behalf of the Company. Said person is personally known to me or has produced a driver's license as identification.

Glenda D. Morris
Glenda D. Morris
Notary Public

EXPIRATION DATE
6/15/2007



STATE OF Georgia,
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 15 day of March, 2006, by Barbara B. Balser, as Member and Manager of BARONAIRE, LLC, a Florida Limited Liability Company, on behalf of the Company. Said person is personally known to me or has produced a driver's license as identification.

Glenda D. Morris
Glenda D. Morris
Notary Public

EXPIRATION DATE:
6/15/2007

