

03-23-2006 04:10PM

FROM-GRAY ROBINSON

863-688-9771

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F-485

L06000023645

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MERGER OR SHARE EXCHANGE

Burns Manufactured Designs, LLC

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$96.25

CF 60.00
CC 30.00

\$90.00

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ARTICLES OF MERGER
OF
BURN'S MANUFACTURED DESIGNS, INC.
INTO
BURNS MANUFACTURED DESIGNS, LLC

FILED
06 MAR 23 AM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. BURN'S MANUFACTURED DESIGNS, INC. (Document Number P98000044935), a Florida corporation, and BURNS MANUFACTURED DESIGNS, LLC (Document Number L06000023645), a Florida limited liability company, are parties to a merger, with BURNS MANUFACTURED DESIGNS, LLC being the Surviving Company.

2. A true and complete copy of the Agreement of Merger and Plan of Reorganization ("Agreement of Merger") is attached hereto as Exhibit "A."

3. No change in the Articles of Organization of BURNS MANUFACTURED DESIGNS, LLC, being the Surviving Company, shall be effected by the merger.

4. The date on which the merger shall be effective (referred to in the Agreement of Merger as the "Effective Time") beginning at 12:01 a.m., on March 23, 2006.

5. The dates of the adoption and approval of the Agreement and Plan of Merger by the Shareholders of BURN'S MANUFACTURED DESIGNS, INC. and by the Members of BURNS MANUFACTURED DESIGNS, LLC are as follows:

<u>Name of Entity</u>	<u>Date</u>
BURN'S MANUFACTURED DESIGNS, INC.	March 23, 2006
BURNS MANUFACTURED DESIGNS, LLC	March 23, 2006

6. BURNS MANUFACTURED DESIGNS, LLC has 1 Membership Unit issued and outstanding evidencing a 100% Membership Interest in the Company.

7. The authorized stock of BURN'S MANUFACTURED DESIGNS, INC. consists of 1,000 shares of voting common stock which are issued and outstanding.

8. As to BURN'S MANUFACTURED DESIGNS, INC., the total number of shares voting for and against the Agreement of Merger, respectively, is as follows:

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<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
BURN'S MANUFACTURED DESIGNS, INC.	1,000	0

9. As to BURNS MANUFACTURED DESIGNS, LLC, the total number of Membership Units voting for and against the Agreement of Merger, respectively, is as follows:

<u>Name of Company</u>	<u>Total Membership Units Voted For</u>	<u>Total Membership Units Voted Against</u>
BURNS MANUFACTURED DESIGNS, LLC	1	0

IN WITNESS WHEREOF, BURN'S MANUFACTURED DESIGNS, INC. has caused these Articles of Merger to be executed by its undersigned officer duly authorized, this 23 day of March, 2006.

BURN'S MANUFACTURED DESIGNS,
INC., a Florida corporation

By: Aaron J. Burns
Aaron J. Burns, President

IN WITNESS WHEREOF, BURNS MANUFACTURED DESIGNS, LLC, has caused these Articles of Merger to be executed by its undersigned officer duly authorized this 23 day of March, 2006.

BURNS MANUFACTURED DESIGNS,
LLC, a Florida limited liability company

By: Aaron J. Burns
Aaron J. Burns, Manager/President

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STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 23^d day of March, 2006, by Aaron J. Burns, being the President of BURN'S MANUFACTURED DESIGNS, INC., a Florida corporation, on behalf of the Corporation. Such person did not take an oath and is/are personally known to me or ~~has produced a current Florida driver's license as identification.~~

(AFFIX NOTARY SEAL)

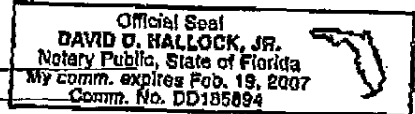
Signature of Notary Public

David D. Hallock, Jr.
Name of Notary Public

(Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 23^d day of March, 2006, by Aaron J. Burns, being a Manager and the President of BURNS MANUFACTURED DESIGNS, LLC, a Florida limited liability company on behalf of the Company. Such person did not take an oath and is/are personally known to me or ~~has produced a current Florida driver's license as identification.~~

(AFFIX NOTARY SEAL)

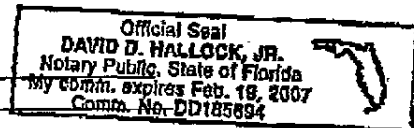
Signature of Notary Public

David D. Hallock, Jr.
Name of Notary Public

(Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____



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**AGREEMENT OF MERGER
AND
PLAN OF REORGANIZATION**

Agreement of Merger and Plan of Reorganization dated March 23, 2006 by and between BURNS MANUFACTURED DESIGNS, INC., a Florida corporation (hereinafter called "BURNS INC") and BURNS MANUFACTURED DESIGNS, LLC, a Florida limited liability company (hereinafter called "BURNS LLC").

A. The Shareholders and Board of Directors of BURNS INC and the Members and Managers of BURNS LLC have resolved that BURNS INC, a Florida corporation, be merged into BURNS LLC, a single limited liability company, existing under the laws of the State of Florida, which shall be the surviving company (such company in its capacity as such surviving company being sometimes referred to herein as the "Surviving Company") in a transaction qualifying as a reorganization within the meaning of § 368(a)(1)(F) of the Internal Revenue Code;

B. The authorized capital stock of BURNS INC consists of 1,000 shares of Common Stock with a par value of \$1.00 per share (hereinafter called "BURNS INC Common Stock") of which 1,000 shares are issued and outstanding;

C. The authorized membership units of BURNS LLC consist of 1,000 Membership Units (hereinafter called "BURNS LLC Membership Units") of which 1 Membership Unit is issued and outstanding; and

D. The Shareholders and Board of Directors of BURNS INC and the Member and Manager of BURNS LLC have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Florida Business Corporation Act, Chapter 607, Florida Statutes (the "Corporation Act") and the Florida Limited Liability Company Act, Chapter 608, Florida Statutes (the "Company Act") that BURNS INC shall be, at the Effective Time (as hereinafter defined), merged (hereinafter called "Merger") into a single company, BURNS LLC, which shall be the Surviving Company, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Shareholders' Meetings; Filings; Effects of Merger

- 1.1. BURNS INC Shareholders' Meeting. BURNS INC shall call a meeting of its shareholders to be held in accordance with the Corporation Act at the earliest practicable date, upon due notice thereof to its shareholders to consider and vote upon, among other matters, adoption of this Agreement.



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1.2. Action by BURNS INC as a Sole Member of BURNS LLC. On or before the date of this Agreement, BURNS INC, as the sole Member of BURNS LLC shall adopt this Agreement in accordance with the Company Act.

1.3. Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the Shareholders of BURNS INC in accordance with the Corporation Act, (b) this Agreement has been adopted by BURNS INC as the sole Member of BURNS LLC, and (c) this Agreement is not thereafter, and has not theretofore been terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed in accordance with the Corporation Act and the Company Act. The Merger shall become effective at 12:01 a.m. on March 23, 2006, which date and time are herein referred to as the "Effective Time."

1.4. Certain Effects of Merger. At the Effective Time, the separate existence of BURNS INC shall cease, and BURNS INC shall be merged into BURNS LLC which, as the Surviving Company, shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of BURNS INC; and all and singular, the rights, privileges, powers and franchises of BURNS INC and all property, real, personal, and mixed, and all debts due to BURNS INC on whatever account, as well for all things in action or belonging to BURNS INC, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of BURNS INC, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in BURNS INC shall not revert or be in any way impaired; but all rights of creditor and all liens upon any property of BURNS INC shall be preserved unimpaired, and all debts, liabilities and duties of BURNS INC shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debtors, liabilities and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Time, the last acting officers of BURNS INC or the corresponding officers of the Surviving Company, may, in the name of BURNS INC execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or another action as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession of all BURNS INC's property, rights, privileges, powers, franchises, immunities, and interest and otherwise to carry out the purposes of this Agreement.

2. Articles of Organization and Operating Agreement.

2.1. Articles of Organization. The Articles of Organization of BURNS LLC as in effect on the date hereof shall from and after the Effective Time be, and continue to be, the Articles of Organization of the Surviving Company.

2.2. Operating Agreement. The Members of BURNS LLC beginning at the Effective Time shall enter into a new Operating Agreement.

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3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of BURNS INC and the nature and amount of securities of BURNS LLC which the holders of shares of BURNS INC Common Stock are to receive in exchange for such shares are as follows:

- 3.1. BURNS INC Common Stock. Each one share of BURNS INC Common Stock which shall be issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Time into one fully paid Membership Unit of BURNS LLC, and the outstanding certificates representing shares of BURNS INC Common Stock shall thereafter represent Membership Units of BURNS LLC. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of Membership Units bearing the name of the *Surviving Company*.
- 3.2. BURNS LLC Membership Units Held by BURNS INC. All issued and outstanding Membership Units of BURNS LLC held by BURNS INC immediately before the Effective Time shall, by virtue of the Merger and at the Effective Time, cease to exist and certificates representing such shares shall be cancelled.

4. Miscellaneous

- 4.1. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Time of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of BURNS INC, if the Board of Directors of BURNS INC or of the Member of the *Surviving Company* duly adopt a resolution abandoning this Agreement of Merger.
- 4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

5. General Provisions.

- 5.1. This Agreement embodies the entire agreement and understanding among the parties with respect to the subject matter hereof, expressly superseding all prior agreements and understandings, whether oral or written.
- 5.2. No change, modification or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by or on behalf of each of the parties to this Agreement.
- 5.3. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context so permits.

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- 5.4. Paragraph titles are used solely for convenience in this Agreement and shall not be used in interpreting or construing any provision of this Agreement.
- 5.5. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law. However, if any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be of no force or effect to the extent of such illegality or unenforceability, and the validity and enforceability of all remaining provisions of this Agreement shall not in any manner be affected thereby.
- 5.6. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any future breach of the provision so waived.
- 5.7. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Florida.
- 5.8. Neither party may assign this Agreement without the prior written consent of the other party to this Agreement.
- 5.9. The management of BURNS LLC is presently vested in one manager who is Aaron J. Burns of P.O. Box 2004, Auburndale, Florida 33823.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of BURNS INC and BURNS LLC all on the date first written above.

ATTEST:


Secretary

BURN'S MANUFACTURED DESIGNS,
INC., a Florida corporation

By: 
Aaron J. Burns, President

BURNS MANUFACTURED DESIGN
LLC, a Florida limited liability company

By: 
Aaron J. Burns, Manager/President

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

06 MAR 23 AM 9:01

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