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AL 1

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** B&B EAGLE PROPERTIES LLC

(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Samuel W. Johnson

(Contact Person)

Poyner & Spruill LLP

(Firm/Company)

P.O. Box 353

(Address)

Rocky Mount, NC 27802-0353

(City, State and Zip Code)

For further information concerning this matter, please call:

Gregory S. Camp at ( 252 ) 972-7068

(Name of Contact Person)

(Area Code and Daytime Telephone Number)

☒ Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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**Certificate of Merger  
For  
Florida Limited Liability Company**

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> |
|--------------------------|---------------------|-------------------------|
| B&B EAGLE PROPERTIES LLC | FLORIDA             | LLC                     |
| B&B EAGLE PROPERTIES LLC | NORTH CAROLINA      | 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> |
|--------------------------|---------------------|-------------------------|
| B&B EAGLE PROPERTIES LLC | FLORIDA             | 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.

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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:

8:01 a.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:

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

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

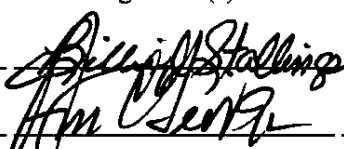
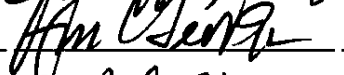
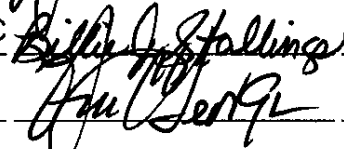
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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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: |
|------------------------------|------------------------------------------------------------------------------------|--------------------------------------|
| B&B EAGLE PROPERTIES LLC     |  | Billie J. Stallings                  |
|                              |  | William C. George                    |
| B&B EAGLE PROPERTIES LLC     |  | Billie J. Stallings                  |
|                              |  | William C. George                    |

|                                   |                                                                                                         |
|-----------------------------------|---------------------------------------------------------------------------------------------------------|
| Corporations:                     | Chairman, Vice Chairman, President or Officer<br>(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

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## 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> |
|--------------------------|---------------------|-------------------------|
| B&B EAGLE PROPERTIES LLC | FLORIDA             | LLC                     |
| B&B EAGLE PROPERTIES LLC | NORTH CAROLINA      | 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> |
|--------------------------|---------------------|-------------------------|
| B&B EAGLE PROPERTIES LLC | FLORIDA             | LLC                     |

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

SEE ATTACHED PLAN OF MERGER.

2005 DEC 14 P 2:29  
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*(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:

**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)*

2009 DEC 14 P 2:29  
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**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)*

## PLAN OF MERGER

FILED

THIS PLAN OF MERGER (the "Plan") is made and entered into as of this the 5<sup>th</sup> day 29 of December, 2006 by and between B&B Eagle Properties LLC, a Florida limited liability company organized and existing under and by virtue of the Florida Limited Liability Company Act (the "Surviving Company"), and B&B Eagle Properties LLC, a North Carolina limited liability company organized and existing under and by virtue of the North Carolina Limited Liability Act (the "Merging Company").

### RECITALS:

WHEREAS, all of the members of each of the Surviving Company and the Merging Company believe it to be in the best interests of such limited liability companies for the Merging Company to merge with and into the Surviving Company, with the Surviving Company being the surviving limited liability company following such merger, on the terms and conditions provided for in this Plan (the "Merger").

### AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Merger. Subject to the terms and conditions of this Plan, at the Effective Time (as defined below), the Merging Company will merge with and into the Surviving Company with the Surviving Company being the surviving limited liability company following the Merger. The Merging Company and the Surviving Company are sometimes hereinafter referred to collectively as the "Constituent Companies".
2. Name of Surviving Company. Immediately following the Merger, the name of the Surviving Company shall be "B&B Eagle Properties LLC".
3. Effective Time. The Merger shall become effective at 8:01 a.m. on December 31, 2006 (the "Effective Time").
4. Conversion and Exchange of Membership Interests. At the Effective Time, the membership interests in the Constituent Companies participating in the Merger shall be converted and exchanged as follows:
  - a. Surviving Company. The membership interests in the Surviving Company shall not be converted, exchanged, or altered in any manner as a result of the Merger and will remain membership interests in the Surviving Company.
  - b. Merging Company. Since the ownership of the Constituent Companies is identical, the membership interests in the Merging Company will be cancelled, and no consideration shall be delivered in exchange therefor.

5. Purpose of Merger. The purpose of the Merger is to wind up the affairs of the Merging Company and continue the business of the Merging Company through the Surviving Company.

6. Articles of Organization and Operating Agreement. The Articles of Organization and Operating Agreement of the Surviving Company in effect immediately prior to the Effective Time shall continue in full force and effect as the Articles of Organization and Operating Agreement of the Surviving Company at and after the Effective Time until otherwise amended or repealed.

7. Due Execution. Each of the Surviving Company and the Merging Company have the requisite powers and authority and have taken all actions necessary in order to execute and deliver this Plan and to consummate the transactions contemplated hereby.

8. Amendment and Termination. This Plan may be amended, terminated or abandoned at any time by either party prior to filing.

IN WITNESS WHEREOF, the undersigned have caused this Plan to be executed as of the date first written above.

**THE SURVIVING COMPANY:**

B&B EAGLE PROPERTIES LLC, a Florida limited liability company

By: Billie J. Stallings  
Billie J. Stallings, Member

By: William C. George  
William C. George, Member

**THE MERGING COMPANY:**

B&B EAGLE PROPERTIES LLC, a North Carolina limited liability company

By: Billie J. Stallings  
Billie J. Stallings, Member

By: William C. George  
William C. George, Member