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MERGER OR SHARE EXCHANGE

KRES-FL, LLC

Certificate of Status	0
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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>
Blimpie Capital Venture, LLC	Florida	Limited Liability Company
Blimpie Cutler Florida Leasing, LLC	Florida	Limited Liability Company
Florida Blimpie Leasing, LLC	Florida	Limited Liability Company

#L9900000395  
#L9900000391  
#L9900000394

See Attached for additional merging parties

**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>
KRES-FL, LLC	Florida	Limited Liability Company

**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.

**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:

N/A

**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:

N/A

**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: N/A




Mailing address: N/A

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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.

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

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Olympic Capital Venture, LLC		David Guarino
Olympic Center Florida Leasing, LLC		David Guarino
Florida Olympic Leasing, LLC		David Guarino
See attached for additional signatures		

- 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

<b>Fees:</b> 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

**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>
Blimpie Capital Ventures, LLC	Florida	Limited Liability Company
Blimpie Cutler Florida Leasing, LLC	Florida	Limited Liability Company
Florida Blimpie Leasing, LLC	Florida	Limited Liability Company

See attached

**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>
KNBS-FL, LLC	Florida	Limited Liability Company

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

See attached terms and conditions.

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*(Attach additional sheet if necessary)*

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**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 other securities of the survivor, in whole or in part, into cash or other property is as follows:

At and as of the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof: (i) Each merging corporation's shares of common stock shall be retired and cancelled without consideration, and each merging limited liability company's membership interest (except for the surviving party's membership interest) shall be retired and cancelled without consideration. (ii) Each membership interest in the surviving party outstanding immediately prior to the Effective Date will continue to be an identical membership interest in the surviving party following the merger.

*(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 other securities of the survivor, in whole or in part, into cash or other property is as follows:

No individual or entity has any rights to acquire the interests, shares, obligations or other securities of any of the merged parties. Therefore, there are no rights to acquire the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or any other property.

*(Attach additional sheet if necessary)*

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

None

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

*(Attach additional sheet if necessary)*

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

Each of the merging parties and the surviving party shall, subject to the terms of the Plan of Merger, take or cause to be taken all action or do or cause to be done all steps necessary or advisable under the laws of the State of Florida to consummate and make effective the Merger. This Plan of Merger may be terminated for any reason at any time before the Effective Date by the mutual written consent of the merging parties and surviving party.

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*(Attach additional sheet if necessary)*

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Attachment to  
Certificate of Merger  
For  
Florida Limited Liability Company









(Continued from page 1)

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

Name	Jurisdiction	Form/Entity Type
Fourth Intercontinental Florida Blimpie Leasing, LLC	Florida	Limited Liability Company #L99-39
Fourth Northwest Florida Blimpie Realty, LLC	Florida	Limited Liability Company #L99-39
International Blimpie Services, LLC	Florida	Limited Liability Company #L99-393
Lakeland Blimpie Texaco Leasing, LLC	Florida	Limited Liability Company #L99-39
Plant City Blimpie Texaco Leasing, LLC	Florida	Limited Liability Company #L99-39
Second Northwest Florida Blimpie, LLC	Florida	Limited Liability Company #L99-39
Plymouth Blimpie, LLC	Florida	Limited Liability Company #L99-39

(Continued from page 3)

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

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Fourth Intercontinental Florida Blimpie Leasing, LLC		David Guarino
Fourth Northwest Florida Blimpie Realty, LLC		David Guarino
International Blimpie Services, LLC		David Guarino
Lakeland Blimpie Texaco Leasing, LLC		David Guarino
Plant City Blimpie Texaco Leasing, LLC		David Guarino
Second Northwest Florida Blimpie, LLC		David Guarino
Plymouth Blimpie, LLC		David Guarino
KRES-FL, LLC		Michael Reagan



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**ATTACHMENT TO  
PLAN OF MERGER**

(Continued from page 4)

**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>
Fourth Intercontinental Florida Blimpie Leasing, LLC	Florida	Limited Liability Company
Fourth Northwest Florida Blimpie Realty, LLC	Florida	Limited Liability Company
International Blimpie Services, LLC	Florida	Limited Liability Company
Lakeland Blimpie Texaco Leasing, LLC	Florida	Limited Liability Company
Plant City Blimpie Texaco Leasing, LLC	Florida	Limited Liability Company
Second Northwest Florida Blimpie, LLC	Florida	Limited Liability Company
Plymouth Blimpie, LLC	Florida	Limited Liability Company

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

- a. **Effectiveness.** The merging parties stated in the FIRST paragraph shall be merged with and into KRES-FL, LLC (the "Surviving Party") pursuant to the laws of the State of Florida and in accordance with the terms and conditions of this Plan of Merger. The Merger shall be effective upon the filing of the Articles of Merger with the State of Florida (the "Effective Date").
- b. **Articles of Organization.** The Articles of Organization of KRES-FL, LLC shall constitute the Articles of Organization of the Surviving Party and shall continue in full force and effect until altered, amended, or changed in accordance with the laws of the State of Florida.
- c. **Operating Agreement.** The Operating Agreement of KRES-FL, LLC, as in force and effective immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Party and shall continue in full force and effect until altered, amended or changed as therein provided or in accordance with the laws of the State of Florida.
- d. **Members.** Upon the Effective Date, the Sole Member of the Surviving Party shall remain KRES Holdings, LLC, an Arizona limited liability company, until changed in accordance with the terms of the Operating Agreement or in accordance with the laws of the State of Florida.
- e. **Rights, Duties, Powers, Liabilities.** At the Effective Date, the separate existence of the merging parties shall cease, and the merging parties shall be merged, in accordance with the provisions of this Plan of Merger, with and into the Surviving Party, and the Surviving Party shall continue its existence as a limited liability company under the laws of the State of Florida and thereupon and thereafter all the rights, privileges, properties and leases of each of the Constituent Entities shall vest in the Surviving Party. The Surviving Party shall be responsible and liable for all liabilities and obligations of the merging parties and the Surviving Party, and all other effects of the Merger specified in Florida shall result therefrom.