

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H11000305419 3)))



H110003054193ABCV

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

*This is a
re-fax; please
file and give
12/30/11 as
file date. Thanks!

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE
ARCHITECTURAL IMPORTS, LLC

Certificate of Status	0
Certified Copy	0
Page Count	12
Estimated Charge	\$60.00

RECEIVED

12 JAN -4 AM 8:00

TALLAHASSEE, FLORIDA

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

11 DEC 30 AM 9:38

FILED

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Architectural Imports, 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:

Margaret C. DiVito

Contact Person

Ungaretti & Harris LLP

Firm/Company

70 W. Madison Street, Suite 3500

Address

Chicago, IL 60602

City, State and Zip Code

medivito@uhl.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Margaret C. DiVito

Name of Contact Person

at (312)

977-9259

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

**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>
Architectural Imports, Inc.	Florida	Corporation
Architectural Imports, LLC	Florida	Limited Liability Company

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>
Architectural Imports, 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.

FILED
11 DEC 30 AM 9:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

December 31, 2011

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

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:
Architectural Imports, Inc.	<i>[Signature]</i>	GIOSEPIE P. PIERA
Architectural Imports, LLC	<i>[Signature]</i>	Michael J. Marvotto

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

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

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>
Architectural Imports, Inc.	Florida	Corporation
Architectural Imports, LLC	Florida	Limited Liability Company

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>
Architectural Imports, LLC	Florida	Limited Liability Company

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

See attached Plan of Merger

(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

(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

(Attach additional sheet if necessary)

FILED

11 DEC 30 AM 9:32

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

N/A

(Attach additional sheet if necessary)

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

N/A

(Attach additional sheet if necessary)

**PLAN OF MERGER
OF
ARCHITECTURAL IMPORTS, INC.,
A FLORIDA CORPORATION,
WITH AND INTO
ARCHITECTURAL IMPORTS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

This Plan of Merger is made as of December 29, 2011, by and between Architectural Imports, Inc., a Florida corporation (the "Florida Corp") and Architectural Imports, LLC, a Florida limited liability company (the "Florida LLC").

WHEREAS, Florida Corp is the wholly-owned subsidiary of Florida LLC;

WHEREAS, Florida Corp and Florida LLC desire to merge Florida Corp with and into Florida LLC with Florida LLC continuing as the surviving entity following the Merger (as defined below) under the name "Architectural Imports, LLC";

NOW, THEREFORE, in consideration of the agreements contained herein and intending to be legally bound, the parties hereto agree as follows:

1. The Merger. At the Effective Time (as defined below), Florida Corp shall be merged with and into Florida LLC (the "Merger"), after which Florida LLC shall continue as the surviving entity of the Merger (the "Surviving Entity"). From and after the Effective Time, the separate corporate existence of Florida Corp shall cease, and Florida LLC as the Surviving Entity shall possess and be vested with all the rights, powers, privileges, franchises and immunities of each of Florida Corp and Florida LLC, all their property, real, personal and mixed, and all debts due or other things in action belonging either to Florida Corp or Florida LLC on whatever account, and all debts, liabilities and duties of each of Florida Corp or Florida LLC on whatever account, and all debts, liabilities and duties of each of Florida Corp and Florida LLC shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

2. Name, Certificate of Incorporation and Bylaws.

(i) The name of the Surviving Corporation shall be "Architectural Imports, LLC"

(ii) From and after the Effective Time, until such time as it may be amended, the Articles of Organization of Florida LLC shall be the Articles of Organization of the Surviving Entity.

(iii) From and after the Effective Time, until such time as they may be amended, the Operating Agreement of Florida LLC that was in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Entity.

3. Manager(s). The manager(s) of Florida LLC at the Effective Time shall be the manager(s) of the Surviving Entity after the Effective Time, until their successor(s) have been duly elected and qualified.

4. Cancellation of Shares. At the Effective Time each share of the common stock of Florida Corp (the "Common Stock"), issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled.

5. Representations and Warranties.

a. General. For each undersigned party to this Plan, to induce the other party to enter into this Plan, Florida Corp and Florida LLC (individually, the "Party," collectively, the "Parties") covenant that the representations set forth in this Section 5, with respect to Florida Corp and Florida LLC, respectively, are true and correct on the date of this Plan and will be true and correct at the Effective Time.

b. Authority. The Parties have the full power and authority to enter into this Plan, to consummate the transactions contemplated in this Plan, and to comply with the provisions of this Plan.

c. No Breach. The Parties' execution, delivery and performance of its duties under this Plan will not conflict with, will not result in the breach or termination of, and will not constitute a default under any lease, agreement, contract, commitment or other instrument or any order, judgment or decree to which either Party is a party or to which either Party is bound. The cancellation of Common Stock will not constitute a breach of any law, rule or regulation of any court or governmental department, commission, board, agency or instrumentality.

d. Litigation. There are no judicial or administrative actions, proceedings or investigations pending, or to the Parties' best knowledge threatened, that question the validity of this Plan or any action which the Parties have taken in connection with this Plan.

e. Survival of Representations and Warranties. Florida Corp and Florida LLC covenant that the representations and warranties made herein, in all respects, shall survive the closing in perpetuity.

6. Approval and Adoption. The Boards of Directors of Florida Corp and the Managers of Florida LLC have approved the merger of Florida Corp and Florida LLC upon the terms and conditions set forth herein, both in the manner provided in Section 607.1103 of the Florida Business Corporation Act, as amended (the "FBCA") and Section 608.438 of the Florida Limited Liability Company Act, as amended (the "FLLCA"). The Plan was adopted by the shareholders of Florida Corp by written

consent, in accordance with Section 607.0704 of the FBCA and by the managers of Florida LLC by written consent, in accordance with Section 608.4382 of the FLLCA.

7. Effective Time. The parties shall promptly prepare and present for filing a Certificate of Merger (the "Certificate of Merger") in accordance with Section 608.4382 of the FLLCA. The parties shall take all appropriate action so that the Merger shall become effective at the close of business on December 31, 2011 (the date and time being referred to herein as the "Effective Time").

8. Termination. This Plan may be terminated and the Merger abandoned at any time prior to the Effective Time by either Party through the consent of such Party's Board of Directors or Managers.

9. Further Action. Florida Corp and Florida LLC each agrees to take whatever action may be necessary or desirable to consummate the Merger. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its rights, title or interest in, to or under any of the rights, properties or assets of Florida Corp acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan, Florida Corp and its proper officers and directors shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Entity and otherwise to carry out the purposes of this Plan; and the proper managers or members of the Surviving Entity are fully authorized in the name of Florida Corp or otherwise to take any and all such actions.

[signature page follows]

d

IN WITNESS WHEREOF, this Plan has been executed as of the date first written above.

Architectural Imports, Inc.
a Florida corporation

G.H. P.H.
By: GIUSEPPE PITTOLA
Its: TREASURER + SECRETARY

Architectural Imports, LLC
a Florida limited liability company

Michael J. Maciotta
By: Michael J. Maciotta
Its: MANAGER

TRANSMISSION VERIFICATION REPORT

TIME : 12/30/2011 13:07
 NAME :
 FAX :
 TEL :
 SER. # : BROK7J716706

DATE, TIME 12/30 13:06
 FAX NO. /NAME 6176380
 DURATION 00:01:34
 PAGE(S) 12
 RESULT OK
 MODE STANDARD
 EOM

12/30/2011

<https://etile.sumbiz.org/scripts/etilecovr.exe>

Estimated Charge	\$60.00
Page Count	12
Certified Copy	0
Certificate of Status	0

**MERGER OR SHARE EXCHANGE
 ARCHITECTURAL IMPORTS, LLC**

Email Address:

Enter the email address for this business entity to be used for future annual report filings. Enter only one email address please.

Account Name : C I CORPORATION SYSTEM
 Account Number : FCA000000023
 Phone : (850) 222-1092
 Fax Number : (850) 878-5368

From:

Division of Corporations
 Fax Number : (850) 617-6380

To: