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MERGER OR SHARE EXCHANGE

nbt enterprises, llc

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EFFECTIVE DATE

12-29-06

12/29/2006

**ARTICLES OF MERGER OF
NBT ENTERPRISES, LLC, a Florida limited liability company and NBT
ENTERPRISES, L.L.C., a New Jersey limited liability company PURSUANT TO
SECTION 608.4381 OF
THE FLORIDA LIMITED LIABILITY ACT**

1. The undersigned limited liability companies, NBT ENTERPRISES, LLC, a Florida limited liability company, being validly and legally formed under the laws of the State of Florida and NBT ENTERPRISES, L.L.C., a New Jersey limited liability company, being validly and legally formed under the laws of the State of New Jersey.
 2. A copy of the Agreement and Plan of Merger is attached as Exhibit "A" to these Articles of Merger and incorporated herein by reference.
 3. The effective date of the Merger is December 29, 2006.
 4. The Agreement and Plan of Merger was approved by each Company that is a party to the merger and was adopted pursuant to Sections 608.438 of the Florida Limited Liability Company Act and applicable laws of the State of New Jersey.
 5. The Agreement and Plan of Merger was adopted by the members and managers of each Company on December 29, 2006.
 6. The Articles of Organization of the surviving company is not amended.
 7. The name of the surviving company is NBT ENTERPRISES, LLC, a Florida limited liability company. *607000000023*
- DATED: As of December 29, 2006

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EFFECTIVE DATE

12-29-06

NBT ENTERPRISES, L.L.C.,
a New Jersey limited liability company

NBT ENTERPRISES, LLC
a Florida limited liability company

By: *Norman B. Tomlinson, Jr.*
Norman B. Tomlinson, Jr.
Sole Member and Manager

By: *Norman B. Tomlinson, Jr.*
Norman B. Tomlinson, Jr.
Sole Member and Manager

STATE OF FLORIDA)
COUNTY OF *Miami-Dade*

The foregoing instrument was acknowledged before me as of the 29th day of December, 2006, by Norman B. Tomlinson, Jr., sole member and manager of NBT Enterprises, LLC, a Florida limited liability company, on behalf of the Company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

My commission expires:



STATE OF FLORIDA)
COUNTY OF *Miami-Dade*

The foregoing instrument was acknowledged before me as of the 29th day of December, 2006, by Norman B. Tomlinson, Jr., sole member and manager of NBT Enterprises, L.L.C., a New Jersey limited liability company, on behalf of the Company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

My commission expires:

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan Of Merger is dated as December 29, 2006, by and between NBT ENTERPRISES, LLC, a Florida limited liability company (hereinafter sometimes called "NBT Florida" and/or the "Surviving Company"), and NBT ENTERPRISES, L.L.C., a New Jersey limited liability company (hereinafter sometimes called "NBT New Jersey" and/or the "Absorbed Company").

WITNESSETH:

WHEREAS, NBT Florida is a limited liability company organized and existing under the laws of the State of Florida with its principal office at 1925 Brickell Avenue, Suite D-301, Miami, FL 33129.

WHEREAS, 100% of NBT Florida's membership interests are issued and outstanding and owned by Norman B. Tomlinson, Jr.

WHEREAS, NBT New Jersey is a limited liability company organized and existing under the laws of the State of New Jersey with its principal office at 7 Dumont Place, Morris, NJ 07960.

WHEREAS, 100% of NBT New Jersey's membership interests are issued and outstanding and owned by Norman B. Tomlinson, Jr.

WHEREAS, the members and managers of the constituent companies deem it desirable and in the best business interests of the companies and their members that NBT New Jersey be merged with and into NBT Florida pursuant to the provisions of Section 608.438 et seq. of the Florida Business Limited Liability Company Act in order that the transaction qualify as a "reorganization" within the meaning of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, the constituent companies agree as follows:

1. **Merger.** NBT New Jersey shall merge with and into NBT Florida, which shall be the Surviving Company.

2. **Terms and Conditions.** On the Effective Date (as hereinafter defined), the separate existence of the Absorbed Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities and franchises, and all the property, real, personal, and mixed (including, without limitation, accounts receivable and work-in-progress of the Absorbed Company), without the necessity for any separate instruments of transfer or conveyance. Except as hereinafter provided, the Surviving Company shall thereafter be responsible and liable for the liabilities and obligations of the Absorbed Company, and neither the rights of creditors nor any liens on the property of the Absorbed Company shall be impaired by the merger.

EXHIBIT

A

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3. Liabilities. (a) Except as hereafter provided in paragraph 3(d), each of the parties shall be responsible and liable for their respective liabilities and obligations existing as of the Effective Date, as well as liabilities and obligations which are not known as of the Effective Date but which subsequently arise and relate to an act or omission occurring prior to the Effective Date.

(b) The Surviving Company hereby indemnifies the Absorbed Company and its members and managers from and holds each of them harmless against any and all claims, damages, losses, expenses, liabilities and costs (including, but not limited to, attorneys' fees and costs through appeals) which any of them may incur as a result of: (i) any pre-merger liabilities or obligations of the Surviving Company, or (ii) any materially inaccurate representation made by the Surviving Company under this Agreement, or (iii) any breach or default in the performance by the Surviving Company of any of the covenants to be performed by it hereunder.

(c) The Absorbed Company hereby indemnifies the Surviving Company and its members and managers from and hold each of them harmless against any and all claims, damages, losses, expenses, liabilities and costs which any of them may incur as a result of: (i) any pre-merger liabilities or obligations of the Absorbed Company, or (ii) any materially inaccurate representation made by the Absorbed Company under this Agreement, or (iii) any breach or default in the performance by the Absorbed Company of any of the covenants to be performed by it hereunder.

(d) The Surviving Company shall assume and be responsible and liable for the trade accounts payable of the Absorbed Company which have arisen in the ordinary course of business, as the same shall exist as of the Effective Date, and as reflected in the financial statements of the Absorbed Company. The Surviving Company shall also assume and be responsible for those certain liabilities and obligations of the Absorbed Company listed on Exhibit "A" attached hereto and incorporated herein by reference ("Assumed NBT New Jersey Liabilities")

4. Representations and Warranties/Authority. Each of the parties represents and warrants to the other, which representations shall be true and correct as of the Effective Date, that:

(a) It is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation or organization, and has all the necessary powers to own its properties and carry on its business as now owned and operated by it.

(b) It has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and this Agreement constitutes, and each document or instrument to be executed by it pursuant to the terms hereof upon its execution and delivery will have been duly executed and delivered and will constitute the valid and legally binding obligation of it enforceable in accordance with its terms.

(c) Every consent, approval, authorization, or order of any court or governmental agency or body that is required for the consummation of the transactions contemplated by this Agreement by it has been obtained or will be obtained, and will be in effect during the term of this Agreement.

(d) Neither the execution nor delivery of this Agreement and any other instruments or documents to be executed and/or delivered by it in connection with this Agreement nor the fulfillment of its obligations pursuant to this Agreement, will result in or constitute a violation of any provision of applicable law or of its articles of organization or memorandum, or a violation of any writ, decree or order of any court or governmental instrumentality or agency to which it is subject.

(e) None of the representations and warranties made by either party herein or in any certificate, exhibit or memorandum furnished or to be furnished by such party, to the best of such party's knowledge, contains or will contain any untrue statement of material fact, or omit any material fact the omission of which would be misleading.

5. Conversion of Shares. The manner and basis of converting the membership interests of the Absorbed Company into membership interests, rights, obligations, and other securities of the Surviving Company is as follows: after the Effective Date, each holder of certificates for membership interests in the Absorbed Company shall surrender them to the Surviving Company or its duly appointed agent, in such manner as the Surviving Company shall legally require. On receipt of such share certificates, the Surviving Company shall issue 100% of its membership interests to the former sole member of the Absorbed Company.

6. Articles of Organization. The articles of organization of the Surviving Company shall continue to be its articles of organization following the effective date of the merger.

7. Members and Managers. The members and managers of the Surviving Company on the effective date of the merger shall be as follows:

Managers

Norman B. Tomlinson, Jr.

Members

Norman B. Tomlinson, Jr.

8. Execution. This plan of merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

9. Approval. By execution of this plan of merger, 100% of the members and managers of each company, hereby signify approval to the merger.

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10. Effective Date of Merger. The effective date of this merger (the "Effective Date") shall be: December 29, 2006.

11. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and expenses, court costs and all expenses even if not taxable as court costs (including, but not limited to, all attorneys' fees and expenses incident to any appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF, the undersigned have duly executed this plan of merger as of the date first above written.

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NBT ENTERPRISES, L.L.C.,
a New Jersey limited liability company

By: *Norman B. Tomlinson, Jr.*

Norman B. Tomlinson, Jr.
Sole Member and Manager

NBT ENTERPRISES, LLC
a Florida limited liability company

By: *Norman B. Tomlinson, Jr.*

Norman B. Tomlinson, Jr.
Sole Member and Manger

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TALLAHASSEE-FLORIDA

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EXHIBIT "A"

Assumed NBT New Jersey Obligations

None

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