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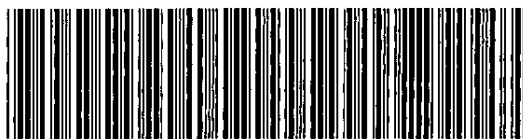
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

D. BRUCE

JUN 03 2009

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Nationwide Tents N Events, 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:

Selina M. Bryant, FRP

Contact Person

Bordelon, Greene & Lynchard, P.L.

Firm/Company

2721 Gulf Breeze Pkwy

Address

Gulf Breeze, FL

City, State and Zip Code

32563

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

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For further information concerning this matter, please call:

Selina M. Bryant, FRP

Name of Contact Person

at (850)

934-1000

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>
NWT Investments, LLC	Florida	LLC
		L090000024594

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>
Nationwide Tents N Events, LLC	Florida	LLC
		L07000049165

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:

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 entitles 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:

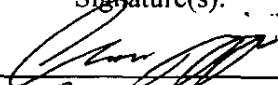
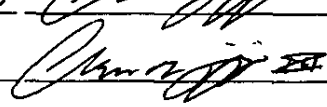
Street address: N/A

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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Nationwide Tents N Events, LLC		Charles Pippin
NWT Investments, LLC		Charles M. Pippin, III

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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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**PLAN AND AGREEMENT OF MERGER
OF NWT INVESTMENTS, LLC
WITH AND INTO NATIONWIDE TENTS N EVENTS, LLC**

COPY

THIS PLAN AND AGREEMENT OF MERGER ("Agreement"), effective as of May 27, 2009 ("Effective Date"), by and among NWT INVESTMENTS, LLC, a Florida limited liability company ("Merging Company"), and NATIONWIDE TENTS N EVENTS, LLC, a Florida limited liability company ("Surviving Company"), collectively ("Companies").

RECITALS

A. The authority to enter into this Agreement is made pursuant to Section 608.404, *Florida Statutes*;

B. The Members of the NWT INVESTMENTS, LLC, a Florida limited liability company, and the Members of the NATIONWIDE TENTS N EVENTS, LLC, a Florida limited liability company, have unanimously consented to and otherwise approved the merger of the Merging Company into the Surviving Company, in accordance with the applicable provisions of Chapter 608, *Florida Statutes*; and

C. Charles M. Pippin, III, the Managing Member of NWT Investments, LLC, and Charles Pippin, the Managing Member of Nationwide Tents N Events, LLC, is one and the same person, and the sole Member and Managing Member of both Companies, which are parties to this Agreement.

AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
THE MERGER**

1.1 The Merger of the Merging Company into the Surviving Company shall occur on the Effective Date, subject to the terms and conditions of this Agreement. The Surviving Company shall have a separate existence and the Merging Company shall cease to exist in accordance with the applicable provisions of Section 608.4383, *Florida Statutes*. The Surviving Company will continue to be governed by the laws of the State of Florida, and the separate company existence of the Surviving Company and all of its rights, privileges, immunities, public or private, and all its duties and liabilities as a company organized under the applicable Florida laws, will continue unaffected by the Merger.

1.2 The Merger will have the effects specified by Chapter 608, *Florida Statutes*.

1.3 The Merging and Surviving Companies will cause the Certificate of Merger and this Agreement to be filed with the Department of State of the State of Florida as provided in Section 608.4382, *Florida Statutes*.

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ARTICLE II
THE SURVIVING COMPANY

2.1 The Articles of Organization of the Surviving Company as in effect immediately prior to the Effective Date shall be the Articles of Organization of the Surviving Company after the Effective Date.

2.2 The Operating Agreement of the Surviving Company as adopted as of the Effective Date shall be the Operating Agreement of the Surviving Company after the Effective Date.

2.3 From and after the Effective Date, the Members of the Surviving Company shall be the Members of the Surviving Company until their successors are duly appointed or elected and qualified to serve, pursuant to the terms of the Surviving Company's Operating Agreement.

2.4 Each Membership Unit in the Companies outstanding as of the Effective Date of the Merger shall be converted into and/or treated as one membership unit in the Surviving Company, as referenced on the attached Exhibit "A".

ARTICLE III
MISCELLANEOUS

3.1 This Agreement shall terminate after completion of any and all necessary actions to complete the merger between the Merging Company and the Surviving Company.

3.2 This Agreement may be amended by the parties hereto at any time prior to the filing of the Certificate of Merger. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.3 At any time prior to the Effective Date, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

3.4 All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or sent by confirmed facsimile, or when received if given by Federal Express, UPS or other nationally recognized overnight courier service, or five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable party as follows:

Charles Pippin
6975 Navarre Pkwy
Navarre, FL 32566

3.5 This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The parties make no representations or warranties to each other, except as contained in this Agreement, and any and all prior representations and statements made by any party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement, it being intended that no such

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representations or statements shall survive the execution and delivery of this Agreement.

3.6 The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

3.7 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

3.8 The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

3.9 This Agreement shall be construed in accordance with the laws of the State of Florida.

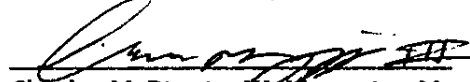
3.10 This Agreement shall inure to the benefit and bind the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

3.11 This Agreement shall not be assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27 day of May, 2009.

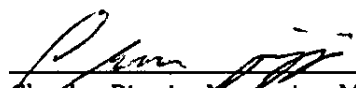
MERGING COMPANY:

NWT INVESTMENTS, LLC


Charles M. Pippin, III, Managing Member

SURVIVING COMPANY:

NATIONWIDE TENTS N EVENTS, LLC


Charles Pippin, Managing Member

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EXHIBIT "A"
(Subject to Amendment)

NATIONWIDE TENTS N EVENTS, LLC
SCHEDULE OF MEMBERS, CAPITAL CONTRIBUTIONS, AND
MEMBERSHIP UNITS

Member Name	Address	Capital Contributions	Membership Units	Percentage Ownership Interests
Charles Pippin	6975 Navarre Parkway, Navarre, FL 32566	\$100.00	100	50%
Charles Pippin - (Membership Units as a result of Merger with NWT Investments, LLC, as of effective date of Merger)	6975 Navarre Parkway, Navarre, FL 32566	_____	100	50%
Totals		See Above	200	100%

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