

07000115230

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

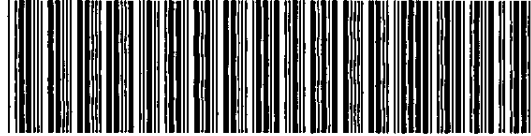
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merger

JUL 02 2015

R. WHITE

GF&M GORDON, FOURNARIS
& MAMMARELLA, P.A.

Peter S. Gordon*
Thomas Mammarella
Emmanuel G. Fournaris*
Bryan E. Keenan*
Michael M. Gordon†
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Daniel F. Hayward
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Phillip A. Giordano
Robert V.A. Harra III
Joseph Bosik IV
Daniel L. Fitzgerald*

Special Counsel
Grover C. Brown
E. Norman Veasey

June 23, 2015

VIA FEDERAL EXPRESS

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Breanna Bailey, LLC
Document Number L07000115230

Dear Recipient:

I have enclosed with this letter for filing a Certificate of Merger. I have also enclosed a check payable to the Florida Department of State in the amount of \$80.00 in payment of the filing fee and certified copy.

If you have any questions, please do not hesitate to contact me.

Yours truly,

Emmanuel G. Fournaris



EGF/sar
Enclosures

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: BREANNA BAILEY, 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:

Emmanuel G. Fournaris, Esquire

Contact Person

Gordon, Fournaris & Mammarella, P.A.

Firm/Company

1925 Lovering Avenue

Address

Wilmington, DE 19806

City, State and Zip Code

jbrian@innercircleus.com

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

For further information concerning this matter, please call:

Emmanuel G. Fournaris at (302) 652-2900

Name of Contact Person

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

15 JUN 24 11 34 AM
TALLAHASSEE, FLORIDA

**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>
BREANNA BAILEY, LLC	Florida	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>
BREANNA BAILEY, LLC	Delaware	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.

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:

June 18, 2015

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:

1925 Lovering Avenue

Wilmington, DE 19806

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: 2008 East Clovelly Lane

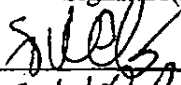
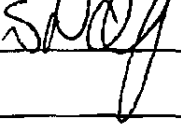
Saint Augustine, FL 32092

Mailing address: 2008 East Clovelly Lane

Saint Augustine, FL 32092

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:
BREANNA BAILEY, LLC, a Florida LLC		Stephen L Nalley
BREANNA BAILEY, LLC, a Delaware LLC		Stephen L Nalley

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 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>
Breanna Bailey, LLC	Florida	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>
Breanna Bailey, LLC	Delaware	LLC

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

See attached Agreement and 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 Agreement and 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 Agreement and Plan of Merger.

(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:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

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

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made this 18th day of June, 2015, by and between BREANNA BAILEY, LLC, a Florida limited liability company (the "Merging Company"), STEPHEN L. NALLEY (the "Member"), and BREANNA BAILEY, LLC, a Delaware limited liability company (the "Surviving Company").

WITNESSETH:

WHEREAS, the Surviving Company desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Merging Company by means of a merger of the Merging Company with and into the Surviving Company;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq. (the "Act"), authorizes the merger of a Florida limited liability company with and into a Delaware limited liability company;

WHEREAS, Title XXXVI, Chapter 605, Section 605.1021 of the "Florida Revised Limited Liability Company Act", authorizes the merger of a Florida limited liability company with and into a Delaware limited liability company;

WHEREAS, the Surviving Company and the Merging Company now desire to merge (the "Merger"), following which the Surviving Company shall be the surviving entity;

WHEREAS, all of the managers of the Merging Company and all of the managers of the Surviving Company have approved this Agreement and the consummation of the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement, intending to be legally bound hereby, agree as follows:

ARTICLE 1 – THE MERGER

1.1 The Merger.

(a) On the date of this Agreement, after satisfaction or, to the extent permitted under this Agreement, waiver of all conditions to the Merger, the Surviving Company, which shall be the surviving entity, shall merge with the Merging Company and shall file a certificate of merger substantially in the form of Exhibit "A" to this Agreement (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time").

(b) At the Effective Time, the Merging Company shall be merged with and into the Surviving Company, whereupon the separate existence of the Merging Company shall cease, and

the Surviving Company shall be the surviving entity of the Merger (the "Surviving Entity") in accordance with Section 18-209 of the Act.

1.2 Exchange of Interests. At the Effective Time, each Member's interest in the Merging Company outstanding immediately prior to the Effective Time shall be converted into a sufficient number of Units of limited liability company interest in the Surviving Company as are necessary to effectuate the contemplated exchange.

1.3 Ownership Interest After Merger. Immediately following the Merger, the ownership interest of the Surviving Company shall be as follows:

<u>Name of Member</u>	<u>Percentage</u>
Stephen L. Nalley	100%
Total	100%

ARTICLE 2 – THE SURVIVING ENTITY

2.1 Limited Liability Company. The Limited Liability Company Agreement of the Surviving Company in effect at the Effective Time shall be the Limited Liability Company Agreement of the Surviving Entity, unless and until amended in accordance with its terms and applicable law. The name of the Surviving Entity shall be Breanna Bailey, LLC.

ARTICLE 3 – TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

3.1 Transfer, Conveyance and Assumption. At the Effective Time, the Surviving Company shall continue in existence as the Surviving Entity, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Merging Company, and all of the assets and property of whatever kind and character of the Merging Company shall vest in the Surviving Company without further act or deed; thereafter, the Surviving Company, as the Surviving Entity, shall be liable for all of the liabilities and obligations of the Merging Company, and any claim or judgment against the Merging Company may be enforced against the Surviving Company, as the Surviving Entity, in accordance with Section 18-209 of the Act.

3.2 Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Company the title to any property or right of the Merging Company, or otherwise to carry out the provisions of this Agreement, the proper representatives of the Merging Company as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company, and otherwise to carry out the provisions of this Agreement.

**ARTICLE 4 –
REPRESENTATIONS AND WARRANTIES
OF THE SURVIVING COMPANY**

The Surviving Company represents and warrants to the Merging Company that:

4.1 *Surviving Company Existence and Power.* The Surviving Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.

4.2 *Surviving Company Authorization.* The execution, delivery and performance by the Surviving Company of this Agreement and the consummation by the Surviving Company of the transactions contemplated hereby have been duly authorized by all necessary limited liability company action on its part. This Agreement constitutes a valid, binding and enforceable agreement of the Surviving Company.

4.3 *Governmental Authorization.* The execution, delivery and performance by the Surviving Company of this Agreement and the consummation of the Merger by the Surviving Company require no action by or in respect of, or filing with, any governmental body, agency, official or authority other than the filing of the Certificate of Merger in accordance with Delaware law.

4.4 *No Violation.* The execution, delivery and performance by the Surviving Company of this Agreement and the consummation by the Surviving Company of the transactions contemplated hereby do not and will not (i) violate the Limited Liability Company Agreement of the Surviving Company, (ii) violate any provision of any law, rule or regulation applicable to the Surviving Company, (iii) breach, or result in a default under, any existing obligation of the Surviving Company under any provisions of any agreement, contract or other instrument to which the Surviving Company is a party or by which it or its property is bound, or (iv) breach or otherwise violate any existing obligation of the Surviving Company under any court or administrative order, writ, judgment or decree that names the Surviving Company and is specifically directed to it or its property.

**ARTICLE 5 –
REPRESENTATIONS AND WARRANTIES
OF THE MERGING COMPANY**

The Merging Company represents and warrants to the Surviving Company that:

5.1 *Merging Company Existence and Power.* The Merging Company is a general Merging Company duly formed, validly existing and in good standing under the laws of the State of Delaware.

5.2 *Merging Company Authorization.* The execution, delivery and performance by the Merging Company of this Agreement and the consummation by the Merging Company of the transactions contemplated hereby have been duly authorized by all necessary Merging Company action on its part. This Agreement constituted a valid, binding and enforceable agreement of the Merging Company.

5.3 Governmental Authorization. The execution, delivery and performance by the Merging Company of this Agreement and the consummation of the Merger by the Merging Company require no action by or in respect of, or filing with, any governmental body, agency, official or authority.

5.4 No Violation. The execution, delivery and performance by the Merging Company of this Agreement and the consummation by the Merging Company of the transactions contemplated hereby do not and will not (i) violate the Merging Company Agreement of the Merging Company, (ii) violate any provision of any law, rule or regulation applicable to the Merging Company, (iii) breach, or result in a default under, any existing obligation of the Merging Company under any provision of any agreement, contract or other instrument to which the Merging Company is a party or by which it or its property is bound, or (iv) breach or otherwise violate any existing obligation of the Merging Company under any court or administrative order, writ, judgment or decree that names the Merging Company and is specifically directed to it or its property.

ARTICLE 6 – CONDITIONS TO THE MERGER

6.1 Conditions to the Obligations of Each Party. The obligations of the Surviving Company and the Merging Company to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time.

(i) No provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(ii) All actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained.

ARTICLE 7 – TERMINATION

7.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by mutual written consent of the members of the Surviving Company and the members of the Merging Company; or

(ii) by either the members of the Surviving Company or the members of the Merging Company if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Merging Company or the Surviving Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

7.2 Effect of Termination. If this Agreement is terminated pursuant to Section 7.01 above, this Agreement shall become null and void and of no further force or effect with no liability on the part of either party hereto.

ARTICLE 8 – MISCELLANEOUS

8.1 Member Authorization. The members of the Surviving Company shall be authorized, at such time in their sole discretion as they deem appropriate, to execute, acknowledge, verify, deliver, file and record, for and in the name of the Surviving Company and, to the extent necessary, the members of the Merging Company, any and all documents and instruments including, without limitation, the Limited Liability Company Agreement of the Surviving Company and the Certificate of Merger, and shall do and perform any and all acts required by applicable law which the members of the Surviving Company deem necessary or advisable, in order to effectuate the Merger.

8.2 Survival of Representations and Warranties. The representations and warranties and agreements contained herein, and in any certificate or other writing delivered pursuant hereto, shall survive the Merger.

8.3 Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the members of the Surviving Company and the members of the Merging Company.

(b) No failure or delay by any party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

8.4 Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Merging Company and the Surviving Company, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Merging Company and the Surviving Company with respect to the subject matter hereof.

8.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

8.6 Governing Law. This Agreement is a Delaware contract and shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of law.

8.7 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed, sealed and delivered by their respective authorized representatives as of the day and year first above written.

MERGING COMPANY:

BREANNA BAILEY, LLC,
a Florida limited liability company

Michelle De Leon
Witness

By: SWA (SEAL)
Stephen Nalley, Sole Member

SURVIVING COMPANY:

BREANNA BAILEY, LLC,
a Delaware limited liability company

Michelle De Leon
Witness

By: SWA (SEAL)
Stephen Nalley, Sole Member

EXHIBIT A

Certificate of Merger

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:52 PM 06/18/2015
FILED 02:53 PM 06/18/2015
SRV 150941793 - 5769947 FILE

**CERTIFICATE OF MERGER
OF BREANNA BAILEY, LLC
INTO BREANNA BAILEY, LLC**

The undersigned limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
BREANNA BAILEY, LLC	Florida
BREANNA BAILEY, LLC	Delaware

SECOND: An Agreement and Plan of Merger has been approved and executed by Breanna Bailey, LLC, a Florida limited liability company and Breanna Bailey, LLC, a Delaware limited liability company.

THIRD: The name of the surviving Delaware limited liability company is Breanna Bailey, LLC.

FOURTH: The merger of Breanna Bailey, LLC, a Florida limited liability company into Breanna Bailey, LLC, a Delaware limited liability company shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: The executed Agreement and Plan of Merger is on file at the principal place of business of Breanna Bailey, LLC. The address of the principal place of business of Breanna Bailey, LLC is 12 Tidewater Drive, Ormond Beach, Florida 32174.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by Breanna Bailey, LLC, on request and without cost, to any member of Breanna Bailey, LLC, a Florida limited liability company and any member of Breanna Bailey, LLC, a Delaware limited liability company.

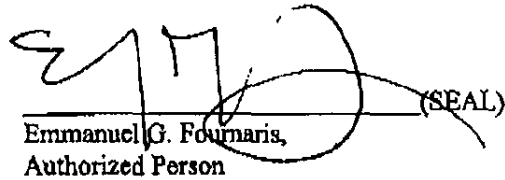
Jun. 18. 2015 2:53PM

No. 0/13 P. 5

IN WITNESS WHEREOF, the undersigned, being all of the members of Breanna Bailey, LLC, have caused this Certificate of Merger to be duly signed, sealed, and delivered this 18th day of June, 2015.

BREANNA BAILEY, LLC

By:

 (SEAL)
Emmanuel G. Fournaris,
Authorized Person