

LO7000125110

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

A. LUNT

F ER

Office Use Only

A. LUNT

APR 15 2009

EXAMINER



100148818081

04/07/09--01038--014 \*\*78.75

FILED  
2009 APR 14 PM 1:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ESPY, NETTLES, SCOGIN AND BRANTLEY, P.C.**

ATTORNEYS AT LAW  
2728 EIGHTH STREET  
P.O. BOX 2786  
TUSCALOOSA, ALABAMA 35403

ISAAC P. ESPY  
THOMAS A. NETTLES, IV  
MARK A. SCOGIN  
LAURIE A. BRANTLEY

\*Also admitted in Mississippi

AREA CODE 205  
PHONE 756-5591  
FAX 756-2801

April 3, 2009

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

re: Articles of Merger for U.S. Comz, LLC

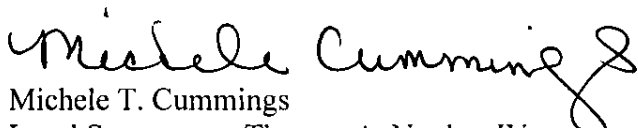
To Whom It May Concern:

Enclosed please find a check in the amount of \$78.75 for the above referenced merger. The check amount includes the \$8.75 for a certified copy of the document. I have also enclosed the extra copy. There is a self-addressed stamped envelope for your convenience as well.

Please contact me at the above number if I can be of further assistance regarding this matter.

Sincerely yours,

ESPY, NETTLES, SCOGIN & BRANTLEY, P.C.

  
Michele T. Cummings  
Legal Secretary to Thomas A. Nettles, IV

enclosures

FILED

2009 APR 14 PM 1:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

THESE ARTICLES OF MERGER is filed for the purpose of merging U. S. COMZ, LLC, a Florida domestic Limited Liability Company into U. S. COMZ, LLC, an Alabama domestic Limited Liability Company and has been adopted pursuant to Florida and Alabama law.

1. Companies Merged. The Articles of Organization of U. S. COMZ, LLC, a Florida domestic Limited Liability Company (hereafter referred to as the "Florida LLC") were originally filed with the Florida Department of State on December 18, 2007, (Document Number L07000125110). The Articles of Organization of U. S. COMZ, LLC, an Alabama domestic Limited Liability Company (hereafter referred to as the "Alabama LLC") were originally in the Probate Office of Tuscaloosa County, Alabama on March 31, 2009, (Incorporation Book 2009, Page 1141.)

2. Plan of merger approved. A plan of merger has been approved and executed by each of the companies that are to merge. The plan of merger has been approved and executed by Brandy Reid and Brian Irby who are the only Members and only Managers of the companies that are to merge. Brandy Reid and Brian Irby are the only parties to the plan of merger. There are no partnerships, corporations or limited liability companies who are parties to the plan of merger.

3. The plan of merger. The plan of merger calls for Florida LLC to be merged into Alabama LLC with Alabama LLC being the surviving company and Florida LLC ceasing to separately exist. Brandy Reid and Brian Irby shall be the Members and Managers of the surviving company. Their address is 1787 Hunters Run, Tuscaloosa, Alabama, 35405. Brandy Reid owns Fifty-One Percent of the membership interests in Florida LLC and Alabama LLC. On the Effective Date (as herein defined) of the merger, Brandy Reid shall own Fifty-One Percent of the membership interests in the surviving company. Brian Irby owns Forty-Nine Percent of the membership interests in Florida LLC and Alabama LLC. On the Effective Date of the merger, Brian Irby shall own Forty-Nine Percent of the membership interests in the surviving company. On the Effective Date of the merger the surviving company shall possess all the rights, immunities, and franchises, of a public as well as of a private nature in all property, real, personal, and mixed of Florida LLC and Alabama LLC and all debts due to Florida LLC and Alabama LLC are taken and deemed to be transferred and vested in the surviving company without further act or deed. Title to any real estate, or an interest therein, vested in either Florida LLC and Alabama LLC shall not revert nor in any way be impaired be reason of such merger. The surviving company shall be responsible and liable for all the liabilities and obligations of Florida LLC and Alabama LLC; and neither the rights of creditors nor any liens upon the property of either of Florida LLC and Alabama LLC shall be impaired by the merger. Any claim existing or action or proceeding pending by or against either Florida LLC and Alabama LLC may be

prosecuted, or continued, as if the merger had not taken place, or the surviving company may be substituted in the action or proceeding for the company whose existence ceased. The plan of merger is on file at 1787 Hunters Run, Tuscaloosa, Alabama, 35405 which is the business address of the surviving company. A copy of the plan of merger will be furnished by the surviving company, on request and without cost, to any equity owner of any business entity which is a party to this merger. The surviving company is not one in which one or more equity owners lack limited liability protection.

4. Name of Surviving Company. The name of the surviving company is U. S. COMZ, LLC, which is an Alabama domestic Limited Liability Company.

5. Effective Date. The merger shall take effect as of as of 12:01 A.M. April 1, 2009, the "Effective Date.

6. Appointment of Agent for Service of Process. The surviving company appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce obligations of each limited liability company merged into the surviving company, including any appraisal rights of its members under §§608.4351-608.43595. The street address and mailing address the Department of State may use for purposes of §48.181 is 1787 Hunters Run, Tuscaloosa, Alabama, 35405.

7. Appraisal rights payment. The surviving company has agreed to pay any members with appraisal rights the amount to which such members are entitles under §§608.4351-608.43595.

8. No Real Property. No party to the merger holds an interest in real property in the State of Florida.

IN WITNESS WHEREOF, the Members and Managers of the merging companies have caused this Certificate of Merger to be signed on March 31, 2009.

U. S. COMZ, LLC  
A Florida Limited Liability Company

By: Brandy Reid  
Brandy Reid

As Member and Manager

By: Brian Irby  
Brian Irby

As Member and Manager

U. S. COMZ, LLC

An Alabama Limited Liability Company

By: Brandy Reid  
Brandy Reid

As Member and Manager

By: Brian Irby  
Brian Irby

As Member and Manager

FILED

2009 APR 14 PM 1:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## PLAN OF MERGER

THIS PLAN OF MERGER made and entered into on March 31 2009, between U. S. COMZ, LLC, an Alabama Limited Liability Company, (hereafter sometimes referred to as "Alabama LLC") and U. S. COMZ, LLC, a Florida Limited Liability Company, hereinafter sometimes referred to as "Florida LLC." Alabama LLC and Florida LLC are hereinafter sometimes together or collectively referred to as the "Constituent LLC's."

### RECITALS:

Alabama LLC is an Alabama Limited Liability Company organized and existing under the laws of the State of Alabama, having been formed on the 31 day of MARCH 2009.

Florida LLC is a Florida Limited Liability Company corporation organized and existing under the laws of the State of Florida, having been formed on the 18<sup>th</sup> day of December, 2007.

Brandy Reid and Brian Irby, hereafter referred to as the "Members," are the only members of the Constituent LLC's.

The Members are the only Managers of the Constituent LLC's.

The Members and Managers of the Constituent LLC's, respectively, deem it desirable and in the best interests of the Constituent LLC's and their Members that the Florida LLC be merged into the Alabama LLC and the Constituent LLC's, respectively, desire that they so merge.

NOW, THEREFORE, the parties agree as follows:

1. Merger. Upon this Plan of Merger being adopted by the Members and Managers of the Constituent LLC's, this Plan of Merger and Articles of Merger shall be filed as required by Alabama and Florida law. Thereupon the Florida LLC shall be deemed to have merged with and into the Alabama Limited Liability Company which shall survive the merger and which shall have the name provided in Section 2 hereof. The Alabama Limited Liability Company which shall survive the merger is hereafter sometimes referred to as the "Surviving Company." The the Constituent LLC's shall merge effective as of 12:01 A.M. April 1, 2008 and is hereinafter referred to as the "Effective Date" of the merger.

2. Name. The name of the Surviving Company shall be U. S. COMZ, LLC.

3. Articles of Incorporation. On the Effective Date, the Articles of Organization of Alabama LLC, as amended to date, shall be the Articles of Organization of the Surviving Company until further amended as provided by law.

4. Operating Agreement. On the Effective Date of the merger, the Operating Agreement of the Alabama LLC, as heretofore amended, shall be the Operating Agreement of the Surviving Company until the same shall be altered, amended, or until a new Operating Agreement shall be adopted.

5. Members and Managers. Brandy Reid and Brian Irby shall be the Members and Managers of the Surviving Company. Their address is 1787 Hunters Run, Tuscaloosa, Alabama, 35405.

6. Membership Interests and conversion of interests. Brandy Reid owns Fifty-One Percent of the Membership Interests in the Florida LLC and the Alabama LLC. On the Effective Date of the merger, Brandy Reid shall own Fifty-One Percent of the Membership Interests in the Surviving Company. Brian Irby owns Forty-Nine Percent of the Membership Interests in the Florida LLC and the Alabama LLC. On the Effective Date of the merger, Brian Irby shall own Forty-Nine Percent of the Membership Interests in the Surviving Company.

7. Effect of Merger. On the Effective Date of the merger, Florida LLC merges into the Surviving Company and Florida LLC shall cease to exist separately. On the Effective Date of the merger the Surviving Company shall possess all the rights, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent LLC's, and all property, real, personal, and mixed, and all debts due to either of the Constituent LLC's, are taken and deemed to be transferred and vested in the Surviving Company without further act or deed; and the title to any real estate, or an interest therein, vested in either of the Constituent LLC's shall not revert nor in any way be impaired be reason of such merger. The Surviving Company shall be responsible and liable for all the liabilities and obligations of each of the Constituent LLC's; and neither the rights of creditors nor any liens upon the property of either of the Constituent LLC's shall be impaired by the merger. Any claim existing or action or proceeding pending by or against either of the Constituent LLC's may be prosecuted, or continued, as if the merger had not taken place, or the Surviving Company may be substituted in the action or proceeding for the company whose existence ceased.

8. Further Documentation. From time to time, as and when requested by the Surviving Company or by its successors or assigns, Florida LLC will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Company — may deem necessary or desirable in order to vest in and confirm to the Surviving

Company title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this agreement.

9. Principal Office. The location of the principal office of the Surviving Corporation shall be 1787 Hunters Run, Tuscaloosa, Alabama, 35405.

10. General Provisions.

10.1. Multiple Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all such counterparts together shall constitute one and the same instrument.

10.2. Signatures. Facsimile signatures shall be effective for purposes of execution hereunder. However, this agreement shall be ineffective for any purpose whatsoever unless or until executed by all parties to this agreement.

10.3. Amendment in Writing. This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

10.4. Drafting Conventions. The words "include," "includes," and "including," are to be read as if they were followed by the phrase "without limitation." The words "party" and "parties" refer only to a named party to this agreement. The headings used in this agreement are for convenience only and do not affect its meaning. Any reference to an agreement means that agreement as amended or supplemented, subject to any restrictions on amendment contained in that agreement. Unless specified otherwise, any reference to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations. All references to a time of day are references to the time in Tuscaloosa, Alabama. If any date specified in this agreement as a date for taking action fails on a day that is not a Business Day, then that action may be taken on the next Business Day. All pronouns used in this agreement are to be read to include all genders, whether used in the masculine, feminine, or neuter gender as may be appropriate. Singular nouns and pronouns are to be read to include the plural, as may be appropriate, and vice versa. All exhibits, schedules and documents referenced in this agreement as being attached to this agreement are incorporated in this agreement and made a part of this agreement by reference.

FILED

2009 APR 14 PM 1:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the Members and Managers of the Constituent LLC's  
have caused this agreement to be signed as of the day and year first above written.

U. S. COMZ, LLC  
A Florida Limited Liability Company

U. S. COMZ, LLC  
An Alabama Limited Liability Company

By:

Brandy Reid

As Member and Manager

By:

Brandy Reid

As Member and Manager

By:

Brian Irby

As Member and Manager

By:

Brian Irby

As Member and Manager