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EXAMINER

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CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

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CONTACT: ASHLEY SMITH

DATE: 06/16/2010

REF. #: 000204.126941

CORP. NAME: BOISINEAU INTERNATIONAL COMPANY, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 535368 FOR \$ 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

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AGREEMENT, PLAN AND ARTICLES OF MERGER

THIS AGREEMENT, PLAN AND ARTICLES OF MERGER dated June 11, 2010, by and between BOISINEAU INTERNATIONAL COMPANY, LLC, a Florida limited liability company ("Boisineau--FL"), having its principal place of business at 8429 Leeland Archer Blvd., Orlando, Florida 32836, and BOISINEAU INTERNATIONAL COMPANY, LLC, a Texas limited liability company ("Boisineau--TX"), having its principal place of business at 8429 Leeland Archer Blvd., Orlando, Florida 32836, such limited liability companies being hereinafter collectively referred to as the "Constituent Companies."

WITNESSETH:

WHEREAS, Boisineau--FL is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on February 5, 2008, and having an authorized membership interest consisting of Units (the "Units" of Boisineau--FL are hereinafter referred to collectively as the "Boisineau--FL Units"); and

WHEREAS, Boisineau--TX is a limited liability company duly organized and existing under the laws of the State of Texas, having been formed on April 11, 2002, and having an authorized membership interest consisting of Units (the "Units" of Boisineau--TX are hereinafter referred to collectively as the "Boisineau--TX Units"); and

WHEREAS, the respective members of Boisineau--FL and Boisineau--TX deem it advisable and for the best interests of the Constituent Companies that Boisineau--TX be merged with and into Boisineau--FL as the surviving Company, and such members have duly approved the execution, delivery and performance of this Agreement and Plan of Merger (this "Plan").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

1. MERGER AND NAME OF SURVIVING COMPANY. At the Effective Date, as hereinafter defined, Boisineau--TX shall be merged with and into Boisineau--FL which is hereby designated as the "Surviving Company."

2. TERMS AND CONDITIONS OF MERGER. The terms and conditions of the merger are as follows:

(a) The Constituent Companies shall be a single company, which shall be Boisineau--FL, the Company designated herein as the Surviving Company.

(b) The separate existence of Boisineau--TX shall cease.

(c) The Surviving Company shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of each Constituent Company. All of the rights, privileges, powers and franchises of each Constituent Company, and all property, real, personal, intellectual and mixed, and all debts due to either Constituent Company on whatever account, belonging to each Constituent Company shall be vested in the Surviving Company. All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company just as they were of the respective Constituent Companies. The title to any real estate vested by deed or otherwise in either Constituent Company shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon any property of either Constituent Company shall be preserved unimpaired. All debts, liabilities and duties of the respective Constituent Company shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against either Constituent Company shall be prosecuted as if the merger had not taken place, or the Surviving Company may be substituted in such action or proceeding.

(d) All acts, plans, policies, contracts, approvals and authorizations of Boisineau--TX and its members, committees elected or appointed by the members, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to Boisineau--TX.

(e) The assets, liabilities, reserves and accounts of each Constituent Company shall be recorded on the books of the Surviving Company at the amounts at which they, respectively, shall then be carried on the books of such Constituent Company subject to such adjustments as may be appropriate in giving effect to the merger.

(f) The officers of Boisineau--FL as of the Effective Date shall be the officers of the Surviving Company.

3. MANNER AND BASIS OF CONVERTING UNITS. Each issued and outstanding Unit of Boisineau--TX at the Effective Date shall be converted into a Unit of Boisineau--FL without any action on the part of the holder thereof. All Boisineau--FL issued and outstanding Units into which Boisineau--TX issued and outstanding Units shall have been converted pursuant to this Plan shall be issued in full satisfaction of all rights pertaining to such converted Boisineau--TX Units. Each issued and outstanding Unit of Boisineau--FL at the Effective Date shall remain issued and outstanding.

4. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.

On the Effective Date, the Articles of Organization of Boisineau--FI shall read as follows:

ARTICLES OF ORGANIZATION
OF
BOISINEAU INTERNATIONAL COMPANY, LLC

ARTICLE I
NAME

The name of the limited liability company shall be:

BOISINEAU INTERNATIONAL COMPANY, LLC

ARTICLE II
PERIOD OF DURATION

The period of duration of the limited liability company shall be perpetual.

ARTICLE III
PURPOSES

The limited liability company may engage in the transaction of any or all lawful business for which limited liability companies may be formed under the laws of the State of Florida.

ARTICLE IV
ADDRESS AND PLACE OF BUSINESS

The mailing and street address of the principal office in Florida for the limited liability company is 8429 Leeland Archer Blvd., Orlando, Florida 32836.

ARTICLE V
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the limited liability company's initial registered office in Florida is 8429 Leeland Archer Blvd., Orlando, Florida 32836, and the name of its registered agent is Jeffrey A. Boisineau. The limited liability company may change its registered of-

file or its registered agent or both by filing with the Department of State of the State of Florida a statement complying with Section 608.416, Florida Statutes.

ARTICLE VI MANAGEMENT

All powers of the limited liability company shall be exercised by or under the authority of, and the business and affairs of the limited liability company shall be managed by or under the direction of the managers of the limited liability company. The Board of Managers of this limited liability company shall consist of a number of persons elected in the manner prescribed in the Operating Agreement of the limited liability company. The initial Board of Managers shall consist of one person. Each manager shall serve a term of the greater of (i) one year, or (ii) the period from his election until the election of his successor; provided, however, any manager may be removed as provided in the Operating Agreement of the limited liability company. The name and current address of the manager who is to serve as the initial manager until the first annual meeting of members and until his successors are elected and qualify are as follows:

<u>Name</u>	<u>Address</u>
Jeffrey A. Boisineau	8429 Leeland Archer Blvd. Orlando, Florida 32836

ARTICLE VII RESTRICTIONS ON MEMBERSHIP

New members shall be admitted to the limited liability company upon approval by the Board of Managers. Contributions required of a new member shall be determined by the Board of Managers as of the time of the admission of the new member to the limited liability company. A member's interest in the limited liability company may not be sold or otherwise transferred except in accordance with the Operating Agreement of the limited liability company.

5. APPROVALS. This Plan was approved by the respective members of each Constituent Company on June 11, 2010.

6. EFFECTIVE DATE. The Merger shall become effective upon the filing of the Articles of Merger with the Florida Secretary of State and the Texas Secretary of State in accordance with the Florida Limited Liability Company Act, and the Texas Lim-

ited Liability Company Act, respectively. The date on which such merger shall become effective is herein called the "Effective Date."

7. OTHER PROVISIONS WITH RESPECT TO MERGER.

(a) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the members of the Constituent Companies, by mutual consent of the Constituent Companies, expressed by action of their respective members.

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(c) This Plan and the legal relations between the parties hereto shall be governed by and construed exclusively in accordance with the laws of the State of Florida. Any matter arising out of this Plan shall be heard exclusively by a court of competent jurisdiction in Orange County, Florida.


(d) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated above.

BOISINEAU INTERNATIONAL COMPANY, LLC

By: 
Jeffrey A. Boisineau
Managing Member

BOISINEAU INTERNATIONAL COMPANY, LLC

By: 
Jeffrey A. Boisineau
Manager

boisineau/Docs/Art of Merger-llc