

LOG 000079363

(Requestor's Name)

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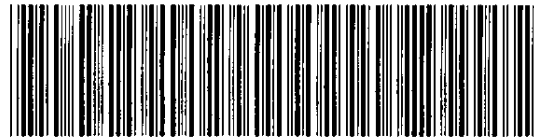
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

EFFECTIVE DATE 11/1/09
EFFECTIVE DATE

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 OCT 30 PM 4:10

B. KOHR

OCT 30 2009

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I200000000195
REFERENCE : 173428 7266213
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 50.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 OCT 30 PM 4:10

ORDER DATE : October 30, 2009

ORDER TIME : 12:15 PM

ORDER NO. : 173428-030

EFFECTIVE DATE 11/1/09

CUSTOMER NO: 7266213

ARTICLES OF MERGER

PIA HOLDINGS LLC

INTO

PBE COMPANIES, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Heather Chapman

EXAMINER'S INITIALS: _____

EFFECTIVE DATE

11/1/09

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 OCT 30 PM 4:10

**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> |
|------------------|---------------------|-------------------------|
| PIA Holdings LLC | Florida | llc |
| L080000674363 | | |
| | | |
| | | |

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> |
|--------------------|---------------------|-------------------------|
| PBE Companies, 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:

November 1, 2009, 12:01 am

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:

c/o STEVENS & LEE

1105 Market ST, 7th Floor

WILMINGTON, DE 19801

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: c/o STEVENS & LEE

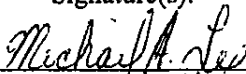
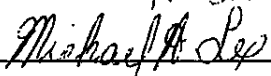
1105 Market ST, 7th Floor

WILMINGTON, DE 19801

Mailing address: SAME

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: |
|------------------------------|---|--------------------------------------|
| PIA Holdings LLC |  | Michael A. Lee |
| PBE Companies, LLC |  | Michael A. Lee |
| | | |
| | | |

| | |
|-----------------------------------|---|
| 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 |
|--|---------|

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> |
|------------------|---------------------|-------------------------|
| PIA Holdings 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> |
|--------------------|---------------------|-------------------------|
| PBE Companies, LLC | Delaware | llc |

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

PIA Holdings LLC will merge with and into PBE Companies, LLC, with
PBE Companies, LLC surviving the merger under its organization
documents and operating agreement.

(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:

All membership interests of PIA Holdings LLC will be cancelled, and all
membership interests of PBE Companies, LLC will remain outstanding,

(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:

Not applicable, no rights exist.

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") made and entered into as of the 30th day of October, 2009, between and among PBE COMPANIES, LLC, a Delaware limited liability company (the "Surviving Party"); and each of: 70 QUINCY AVE., LLC, a Delaware limited liability company; PIA HOLDINGS LLC, a Florida limited liability company; NEWLANTIC PROPERTIES, LLC, a Massachusetts limited liability company; RHOMBOID PROPERTIES, LLC, a Massachusetts limited liability company; TOROID PROPERTIES, LLC, a New York limited liability company; WILJO DEVELOPMENT CORP., a New York corporation; and CBL SERVICE CORPORATION, a Pennsylvania corporation (all of the foregoing, except the Surviving Party, the "Merging Parties," and each individually a "Merging Party").

Each of the Merging Parties and the Surviving Party is individually referred to herein as a "Party" and are collectively referred to as the "Parties."

BACKGROUND

The sole shareholder or the sole member of each of the Parties, and the respective Boards of Directors of each of the Parties, deem the merger of the Merging Parties with and into PBE Companies, LLC, as the limited liability company surviving such merger, pursuant to the terms set forth herein (the "Merger"), to be desirable and in the best interests of all the Parties and their sole shareholder or sole member.

AGREEMENT

In consideration of the mutual covenants set forth herein, and intending to be legally bound and for other good and valuable consideration, the Parties hereto hereby agree as follows:

1. Merger. On the Effective Date (as defined hereinafter), the Merging Parties shall merge with and into the Surviving Party in accordance with: the provisions of Title 6, Section 18-209 of the Delaware Limited Liability Company Act; Section 264(c) of the Delaware General Corporation Law; the applicable provisions of the Florida limited liability company law, including Chapter 608 of the Florida Statutes; the applicable provisions of the General Laws of Massachusetts, including Sections 11.06 thereof; the applicable provisions of the New York Business Corporation Law and Limited Liability Company Law, including Section 1003 thereof; the applicable provisions of the Pennsylvania Business Corporation Law, including Section 1926 thereof; and the terms of this Agreement; the separate existence of each of the Merging Parties shall cease; and the Surviving Party shall be the surviving entity in such merger. Upon the consummation of the Merger on the Effective Date pursuant to this Agreement, the Merging Parties shall be deemed merged into the Surviving Party.

2. Transfer Assets and Liabilities. By way of the Merger, the Merging Parties shall be deemed to have assigned, conveyed, transferred and delivered unto the Surviving Party all assets owned by them as of the Effective Date, subject to all liabilities as of the Effective Date. All rights, privileges, and property (whether real, personal, tangible or intangible) of the

Merging Parties shall be transferred to, and taken by and vested in the Surviving Party without further act, bill of sale, assignment of contract or deed. The Surviving Party shall thereafter be liable for all debts, liabilities, obligations and duties of the Merging Parties, which may be enforced against the Surviving Party to the same extent as if they were debts, liabilities, obligations and duties of the Surviving Party.

3. Operating Agreement. On and after the Effective Date, the Operating Agreement of the Surviving Party, as in effect immediately prior to the Effective Date, shall automatically be and remain the Operating Agreement of the Surviving Party, until altered, amended or repealed.

4. Board of Directors and Officers. On and after the Effective Date, the Board of Directors and the Officers of the Surviving Party shall be the Board of Directors and the Officers of the Surviving Party immediately prior to the Effective Date, each to hold such position pursuant to the terms of the Operating Agreement of the Surviving Party.

5. Consideration; Cancellation of Shares.

(a) The shares of stock, or the membership interests, as the case may be, of the Merging Parties outstanding immediately prior to the Effective Date shall, on the Effective Date, be cancelled.

(b) The membership interests of the Surviving Party outstanding immediately prior to the Effective Date shall remain outstanding after the Effective Date without change as membership interests of the Surviving Party.

6. Costs. Any transfer costs or other fees incurred as a result of this Agreement shall be borne solely by the Surviving Party.

7. Effective Date of Merger. The Merger shall become effective on the date specified in the Certificate of Merger filed with the State of Delaware (the "Effective Date").

8. Approval for Merger. This Agreement has been approved by the respective Boards of Directors and the sole holder of the stock or the sole member of each of the Parties.

9. Termination. This Agreement may be terminated on or at any time prior to the Effective Date by the mutual written consent of the Parties hereto, in which case no Party shall have any further liability or obligation of any nature to the other Party.

10. Amendment. Subject to applicable law, this Agreement may be amended by action of the respective Boards of Directors of the Parties, at or prior to the consummation of the Merger, but only by an instrument in writing signed on behalf of the Parties hereto by their duly authorized officers.

IN WITNESS WHEREOF, this Agreement has been executed by each of the Parties, by a duly authorized officer, effective as of the date first above written.

PBE COMPANIES, LLC

By: Michael A. Lee
Michael A. Lee, President

70 QUINCY AVE., LLC

By: _____
Larry K Davis, Treasurer

PIA HOLDINGS LLO

By: Michael A. Lee
Michael A. Lee, Manager

NEWLANTIC PROPERTIES, LLC

By: _____
Bertin C. Emmons, Secretary

RHOMBOID PROPERTIES, LLC

By: _____
Bertin C. Emmons, Secretary

TOROID PROPERTIES, LLC

By: _____
Bertin C. Emmons, Secretary

WILJO DEVELOPMENT CORP.

By: _____
Thomas D. Cestare, President

CBL SERVICE CORPORATION

By: _____
Thomas D. Cestare, President

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Michael A. Lee, President

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By: Larry K. Davis
Larry K Davis, Treasurer

PIA HOLDINGS LLC

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Michael A. Lee, Manager

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Bertin C. Emmons, Secretary

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By: _____
Bertin C. Emmons, Secretary

WILJO DEVELOPMENT CORP.

By: Thomas D. Cestare
Thomas D. Cestare, President

CBL SERVICE CORPORATION

By: Thomas D. Cestare
Thomas D. Cestare, President

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Michael A. Lee, President

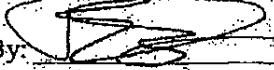
70 QUINCY AVE., LLC

By: _____
Larry K Davis, Treasurer

PIA HOLDINGS LLC

By: _____
Michael A. Lee, Manager

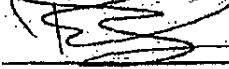
NEWLANTIC PROPERTIES, LLC

By:  _____
Bertin C. Emmons, Secretary

RHOMBOID PROPERTIES, LLC

By:  _____
Bertin C. Emmons, Secretary

TOROID PROPERTIES, LLC

By:  _____
Bertin C. Emmons, Secretary

WILJO DEVELOPMENT CORP.

By: _____
Thomas D. Cestare, President

CBL SERVICE CORPORATION

By: _____
Thomas D. Cestare, President