

L08000102978

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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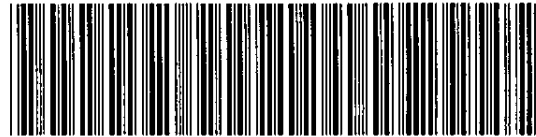
(Business Entity Name)

(Document Number)

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STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

B. KOHR
NOV - 5 2008
EXAMINER

FILED
08 NOV -4 AM 9:35
STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 781249 4325524

AUTHORIZATION

COST LIMIT : \$ 50.00

ORDER DATE : November 4, 2008

ORDER TIME : 3:47 PM

ORDER NO. : 781249-010

CUSTOMER NO: 4325524

FILED
08 NOV -14 AM 9:35
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

BRANDON NORTH CAROLINA REAL
ESTATE, LLC

INTO

BRANDON NORTH CAROLINA REAL
ESTATE, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Kimberly Moret

EXAMINER'S INITIALS: _____

**STATE OF FLORIDA
CERTIFICATE OF MERGER
of
BRANDON NORTH CAROLINA REAL ESTATE, LLC,
a North Carolina limited liability company
into
BRANDON NORTH CAROLINA REAL ESTATE, LLC,
a Florida limited liability company**

08 NOV -4 AM 9:35
FILED
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following limited liability companies in accordance with Section 608.4382, Florida Statutes.

FIRST: The exact name, address, file number, jurisdiction and entity type for the merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Brandon North Carolina Real Estate, LLC 327 Hillsborough Street Raleigh, North Carolina 27603 SOSID: 0700957	North Carolina	Limited liability company

SECOND: The exact name, address, document number, jurisdiction and entity type for the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Brandon North Carolina Real Estate, LLC 557 Alt 19 Palm Harbor, Florida 34683 Document Number: L08000102978	Florida	Limited liability company

THIRD: The attached Plan of Merger was approved by the surviving entity in accordance with the applicable provisions of Chapter 608, Florida Statutes.

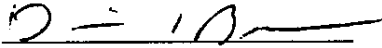



FOURTH: The attached Plan of Merger was approved by the merging entity in accordance with the applicable provisions of Section 57C-9A-22(a), North Carolina General Statutes.

FIFTH: The effective date of the merger shall be the date this document is filed with the Florida Department of State.

Prepared by:

Michael G. Little, Esquire
Johnson, Pope, Bokor, Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756
(727) 461-1818
Bar No. 0861677

SIXTH: Signatures for each party:

<u>Name of Entity</u>	<u>Signatures</u>	<u>Name of Individuals</u>
Brandon North Carolina Real Estate, LLC (North Carolina)	 	David L. Brandon, Member Dana Brandon, Member
Brandon North Carolina Real Estate, LLC (Florida)	 	David L. Brandon, Member Dana Brandon, Member

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with Section 608.4381, Florida Statutes is being submitted in accordance with Section 608.438, Florida Statutes.

FIRST: The exact name and jurisdiction of each *merging* party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
BRANDON NORTH CAROLINA REAL ESTATE, LLC	North Carolina

SECOND: The exact name and jurisdiction of the *surviving* party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
BRANDON NORTH CAROLINA REAL ESTATE, LLC	Florida

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

The merging party shall merge with and into the surviving party. The separate existence of the merging party shall cease. All properties, franchises and rights belonging to the merging party, by virtue of the merger and without further act or deed, shall be deemed to be vested in the surviving party, which shall thenceforth be responsible for all the liabilities and obligations of such company.

FOURTH: The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

Because of the identity of ownership of both the merging party and the surviving party, no issuance of membership interests in the surviving party is necessary.

FIFTH: The name and address of the sole member is as follows:

David L. Brandon and Dana Brandon, as tenants by the entireties
557 Alt 19
Palm Harbor, Florida 34683

SIXTH: The Effective Date of this Plan of Merger shall be the date that all parties to the merger have approved this Plan of Merger.

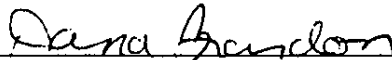
IN WITNESS WHEREOF, the undersigned entities have executed this Plan of Merger as of the date indicated.

BRANDON NORTH CAROLINA REAL ESTATE,
LLC, a North Carolina limited liability company

By: DAVID L. BRANDON and DANA
BRANDON, as tenants by the entireties,
as Sole Member

By: 
David L. Brandon

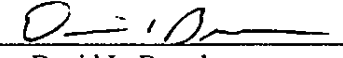
Date: 10/30/09

By: 
Dana Brandon

Date: 10/30/09

BRANDON NORTH CAROLINA REAL ESTATE,
LLC, a Florida limited liability company

By: DAVID L. BRANDON and DANA
BRANDON, as tenants by the entireties,
as Sole Member

By: 
David L. Brandon

Date: 10/30/09

By: 
Dana Brandon

Date: 10/30/09

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