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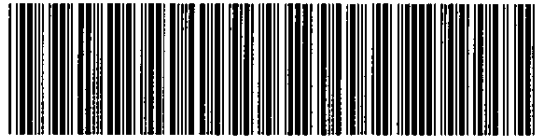
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JUN - 9 2009

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TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** L&P Charters, 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:

Timothy J. Pursel, Esquire

Contact Person

Pursel & Drinkard, LLC

Firm/Company

10440 Little Patuxent Parkway, Suite 900

Address

Columbia, Maryland 21044

City, State and Zip Code

ppoare@eluminatedgroup.com

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

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TALLAHASSEE, FLORIDA

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For further information concerning this matter, please call:

Timothy J. Pursel

Name of Contact Person

at ( 410 )

740-2930

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

**Certificate of Merger  
For  
Florida Limited Liability Company**

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TALLAHASSEE, FLORIDA

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>
<u>L&amp;P Charters, LLC</u>	<u>Maryland</u>	<u>limited liability company</u>
<u>L&amp;P Charters, LLC</u>	<u>Florida</u>	<u>limited liability company</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

**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>
<u>L&amp;P Charters, LLC</u>	<u>Florida</u>	<u>limited liability company</u>

**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:

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

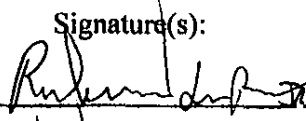
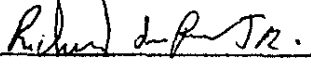
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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TALLAHASSEE, FLORIDA

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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:
L&P Charters, LLC (a FL LLC)		Richard Lee Poore, Jr.
L&P Charters, LLC (a MD LLC)		Richard Lee Poore, Jr.

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

<b><u>Fees:</u></b> 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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## **PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER (this "Plan"), dated as of the 21st day of May, 2009, is made by and between L&P Charters, LLC, a Maryland limited liability company (the "Merging Entity") and L&P Charters, LLC, a Florida limited liability company (the "Surviving Entity"). The Merging Entity and the Surviving Entity are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party").

### **STATEMENT OF FACTS**

A. Richard Lee Poore, Jr. and Pamela Poore, as tenants by the entireties, are the sole Members of the Merging Entity and the Surviving Entity, and Richard Lee Poore, Jr. and Pamela Poore, as tenants by the entireties, own one hundred percent (100%) of all of the outstanding membership interests of the Merging Entity and Surviving Entity.

B. The Parties deem it advisable and in the best interests of each of them and their respective members that the Merging Entity shall be merged with and into the Surviving Entity under the terms and conditions stated herein, such merger to be effected pursuant to the laws of the State of Florida and the State of Maryland (the "Merger").

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Upon the Effective Date (as defined below), the Merging Entity shall be merged into the Surviving Entity. Thereupon, the Surviving Entity shall possess any and all purposes and powers of the Merging Entity; and all leases, licenses, property, rights, privileges, and powers of whatever nature and description of the Merging Entity shall be transferred to, vested in, and devolved upon the Surviving Entity, without further act or deed, subject to all of the debts, liabilities and obligations of the Merging Entity. The separate existence of the Merging Entity shall cease as of the date of filing of the Certificate or Articles of Merger (the "Effective Date"), except insofar as it may be continued by applicable law or in order to carry out the purposes of this Plan and except as continued by the Surviving Entity.

2. The Articles of Organization of the Surviving Entity, in effect on the date hereof, shall continue in full force and effect as the charter document of the Surviving Entity until the same is altered, amended or repealed, as provided therein or in accordance with the laws of the State of Florida.

3. Upon the Effective Date, all classes of membership interests of the Merging Entity issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired without any conversion thereof and, no payment or distribution of any consideration shall be made with respect thereto.

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TALLAHASSEE, FLORIDA

4. The Operating Agreement of the Surviving Entity, as it exists as of the date hereof, shall remain in full force and effect until the same shall be altered, amended or repealed, as proved therein or otherwise in accordance with the laws of the State of Florida, and the Operating Agreement of the Merging Entity shall be null and void and of no force or effect from and after the Effective Date.

5. From and after the Effective Date, the rights and obligations of the members of the Surviving Entity shall be the same as and unchanged from the rights and obligations such members had as members of the Surviving Entity immediately prior to the Effective Date.

6. As and when requested by the Surviving Entity or its successors or assigns, the Merging Entity shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Entity may deem necessary or desirable, in order to properly vest in and confirm to the Surviving Entity title to and possession of any property of either of the Parties acquired by the Surviving Entity by reason of or as a result of the Merger or to carry out the intent and purposes hereof; and any Authorized Person or Member of the Merging Entity and any Authorized Person or Member of the Surviving Entity are fully authorized in the name of the Surviving Entity or otherwise to take any and all such action.

7. Any Authorized Person or Member of the Surviving Entity is hereby authorized, empowered, and directed to do any and all acts and things and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger herein provided for.

*{This space left blank intentionally.}*

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the Parties, pursuant to the approval and authority given by resolutions adopted by their respective members, have caused this Plan to be executed as of the date first above written

L&P Charters, LLC,  
a Maryland limited liability company

By: Richard Lee Poore, Jr. (SEAL)  
Richard Lee Poore, Jr., Authorized Person

L&P Charters, LLC,  
a Florida limited liability company

By: Richard Lee Poore, Jr. (SEAL)  
Richard Lee Poore, Authorized Person

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