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MERGER OR SHARE EXCHANGE
Venture 487, LLC

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\$110.00

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EXAMINER

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ARTICLES OF MERGER

of

VENTURE 487, LLC,
A North Carolina Limited Liability Company

INTO

VENTURE 487, LLC,
A Florida Limited Liability Company

2010 FEB 17 AM 9:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with Section(s) 607.1109, 608.4382 and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the merging party is as follows:

<u>Name and Street Address:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
Venture 487, LLC, 7801 Old Stage Road Raleigh, NC 27603 North Carolina Document/Registration Number: <u>0824814</u> . FEI Number: <u>N/A</u>	State of North Carolina	Limited Liability Company

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

VENTURE 487, LLC 2891 Tiburon Boulevard East Naples, FL 34109 Florida Document/Registration Number: <u>L10000017654</u> FEI Number: <u>27-1919866</u>	State of Florida	Limited Liability Company
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THIRD: The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103 and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: The attached Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the respective laws of all applicable jurisdictions.

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FIFTH: If not incorporated, organized or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section(s) 607.1302, 620.205, 608.4384, Florida Statutes, and/or the laws of all applicable jurisdictions.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a member of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINETH: The merger shall become effective as of the date of the filing of these Articles of Merger with the Florida Department of State.

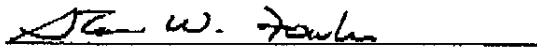
TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY

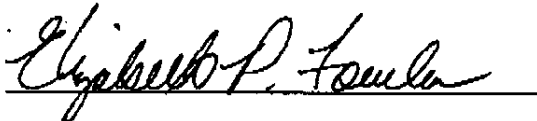
<u>Name of Entity:</u>	<u>Signature(s)</u>	<u>Typed/printed name of Individual</u>
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VENTURE 487, LLC,
A North Carolina Limited Liability Company

BY: NAPA MANAGEMENT GROUP, LLC
A Florida Limited Liability Company
As Managing Member



Steve W. Fowler,
Managing Member



Elizabeth P. Fowler,
Managing Member

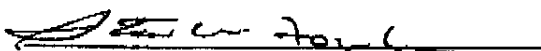
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Name of Entity: **Signature(s)**

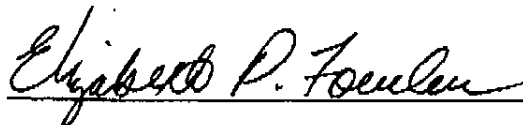
**Typed/printed name
of Individual**

VENTURE 487, LLC,
a Florida Limited Liability Company

NAPA MANAGEMENT GROUP, LLC
A Florida Limited Liability Company
As Managing Member



Steve W. Fowler,
Managing Member



Elizabeth P. Fowler
Managing Member

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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PLAN OF MERGER

of

VENTURE 487, LLC
A North Carolina Limited Liability Company

INTO

VENTURE 487, LLC,
A Florida Limited Liability Company

The following Plan of Merger, which was adopted and approved by each party to the merger in accordance with section 608.438, 608.4381, 620.2106, and 620.2107 and/or the laws of all applicable jurisdictions, is being submitted in accordance with section(s) 608.438, 608.4381, 620.2106, and 620.2107.

FIRST: The exact name and jurisdiction of the merging party is as follows;

<u>Name</u>	<u>Jurisdiction</u>
Venture 487, LLC, A North Carolina Limited Liability Company	State of North Carolina

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

<u>Name</u>	<u>Jurisdiction</u>
Venture 487, LLC A Florida Limited Liability Company	State of Florida

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

A. The term "effective date" shall mean the date on which the Articles of Merger/Plan of Merger are filed with the Florida Department of State.

B. On the effective date, **VENTURE 487, LLC, a North Carolina Limited Liability Company**, shall be merged with and into **VENTURE 487, LLC a Florida Limited Liability Company**. The separate existences of Venture 487, LLC, a North Carolina Limited Liability Company shall cease at the effective date and the existence of Venture 487, LLC, a Florida Limited Liability Company shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature,

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TALLAHASSEE, FLORIDA

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and subject to all the duties and liabilities of limited liability companies organized under the laws of the State of Florida.

- C. The Plan of Merger has been approved by the Members of Venture 487, LLC, a Florida Limited Liability Company in accordance with Section 608.4381, Florida Statutes, and the Managing Member of Venture 487, LLC, a North Carolina Limited Liability Company in accordance with Section 620.2107, Florida Statutes.
- D. At the effective date, Venture 487 LLC, a Florida Limited Liability Company shall possess all the rights, privileges, immunities, and franchises of a public and private nature, of Venture 487, LLC, a North Carolina Limited Liability Company and shall be responsible and liable for all liabilities and obligations of Venture 487, LLC, a North Carolina Limited Liability Company as more particularly set forth in Section 608.4383, Florida Statutes.
- E. There are no minority or dissenting partners of Venture 487, LLC, a North Carolina Limited Liability Company.
- F. If at any time Venture 487, LLC, a Florida Limited Liability Company shall consider it advisable that any other assignment or assurances are necessary or desirable to vest, effect, confirm, or record in Venture 487, LLC, a Florida Limited Liability Company the title of any property or rights of either Venture 487, LLC, a North Carolina Limited Liability Company or to otherwise carry out the provisions hereof, the proper members of Venture 487, LLC, a North Carolina Limited Liability Company as of the effective date, shall execute and deliver any and all proper deeds, assignments, or assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Venture 487, LLC, a Florida Limited Liability Company.
- G. Venture 487, LLC, a Florida Limited Liability Company shall pay all expenses of accomplishing the merger.
- H. Anytime before the filing with the Florida Department of State of the Articles of Merger to be filed in connection herewith, the Members of Venture 487, LLC, a Florida Limited Liability Company may amend this plan. If the Articles of Merger have already been filed, Amended Articles of Merger shall be filed with the Department of State, but only if such Amended Articles can be filed before the effective date.
- I. If for any reason consummation of the Merger is inadvisable in the opinion of the Members of Venture 487, LLC, a Florida Limited Liability Company or the Members of Venture 487, LLC, a North Carolina Limited Liability Company, this Merger may be terminated at any time before the effective date by resolution of the Members of Venture 487, LLC, a Florida Limited Liability Company or the

Members of Venture 487, LLC, a North Carolina Limited Liability Company. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of Venture 487, LLC, a Florida Limited Liability Company, Venture 487, LLC, a North Carolina Limited Liability Company, or their partners, directors, officers, members, or employees.

FOURTH: Each of the partnership interests of the existing partners of Venture 487, LLC, a North Carolina Limited Liability Company outstanding prior to the effective date of this Merger shall be converted into the right to receive a membership interest in Venture 487, LLC, a Florida Limited Liability Company with result the aggregate membership interests in Venture 487, LLC, a Florida Limited Liability Company shall be as follows:

<u>Name</u>	<u>Membership Interest</u>
Napa Management Group, LLC, A Florida Limited Liability Company	100%

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

<u>Name(s) and Address(es) of General Partner(s)</u>	<u>If General Partner is a Non-Individual Florida Document/Registration No.</u>
N/A	N/A

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SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers or managing members, the name(s) and address(es) of the manager(s), or managing member(s) are as follows:

STEVE W. FOWLER, 2891 Tiburon Boulevard East, Naples, Florida 34109

ELIZABETH P FOWLER, 2891 Tiburon Boulevard East, Naples, Florida 34109.

SEVENTH: The merger is not prohibited by the Agreement of any partnership or limited partnership or the Regulations or Articles of Organization of any Limited Liability Company that is a party to the merger.

The surviving party hereby Consents to be sued and served with process in the State of North Carolina and hereby irrevocably appoints the Secretary of State of North Carolina as Agent of said surviving party to accept Service of Process in any proceedings in the State of

North Carolina arising out of or in connection with the obligations of either merging party or to enforce the rights of any dissenting member of such merging party.

EIGHTH: Other provisions, if any, relating to the merger:

a) Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida.

b) Captions. The section captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

c) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the surviving party and merging party and their respective successors and assigns.

d) Severability. Each provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any provision of this Agreement shall be held invalid or unenforceable under any applicable present or future law, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement. This Agreement shall be carried out as if such invalid or unenforceable provision was not contained herein and such other provisions of this Agreement as may remain otherwise operable shall continue to be given full force and effect and to bind the surviving party and the merging party.

e) Entire Agreement. This Agreement contains the entire understanding and agreement amongst the surviving party and merging party with respect to the subject matter hereof. All negotiations between the surviving party and merging party concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto between the surviving party and the merging party, other than those incorporated in this Agreement.

f) Amendments. No amendment of this Agreement shall be binding unless executed in a writing signed by the surviving party and merging party.

g) Counterparts. For recording and filing purposes, and for the convenience of the surviving party and the merging party, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by a duly authorized representative on this 17th day of February 2010.

VENTURE 487, LLC
A North Carolina Limited Liability Company

Toni Kruberscheck
Witness signature as to both

Toni Kruberscheck
Printed name of witness

Rhonda G. Borden
Witness signature as to both

Rhonda G. Borden
Printed name of witness

Anne Marie Wambach
Witness signature as to both
Anne Marie Wambach
Printed name of witness

By: Steve W. Fowler
NAPA MANAGEMENT GROUP, LLC
a Florida Limited Liability Company
as Managing Member
By: Steve W. Fowler,
as Managing Member

By: Elizabeth P. Fowler
NAPA MANAGEMENT GROUP, LLC
a Florida Limited Liability Company
as Managing Member
By: Elizabeth P. Fowler
as Managing Member

VENTURE 487, LLC, a Florida Limited Liability Company

Toni Kruberscheck
Witness signature as to both

Toni Kruberscheck
Printed name of witness

Rhonda G. Borden
Witness signature as to both

Rhonda G. Borden
Printed name of witness

Anne Marie Wambach
Witness signature as to both
Anne Marie Wambach
Printed name of witness
NP1 65038240.1

By: Steve W. Fowler
NAPA MANAGEMENT GROUP, LLC
a Florida Limited Liability Company
as Managing Member
By: Steve W. Fowler,
as Managing Member

By: Elizabeth P. Fowler
NAPA MANAGEMENT GROUP, LLC
a Florida Limited Liability Company
as Managing Member
By: Elizabeth P. Fowler
as Managing Member

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA