

L10000024348

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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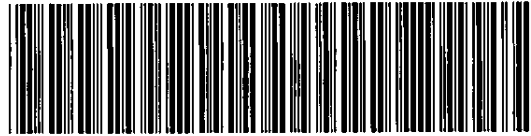
(Business Entity Name)

(Document Number)

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RECEIVED
10 APR 20 PM 4:03
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

B. KOHR
APR 21 2010
EXAMINER

FILED
SECRETARY OF STATE
10 APR 20 AM 9:10
DIVISION OF CORPORATIONS



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 356332 7766030

AUTHORIZATION

COST LIMIT : \$ 60.00

ORDER DATE : April 20, 2010

ORDER TIME : 2:53 PM

ORDER NO. : 356332-005

CUSTOMER NO: 7766030

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 APR 20 AM 9:10

ARTICLES OF MERGER

SH FRANCHISING INTERNATIONAL,
INC.

INTO

SH FRANCHISING, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

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

FILED
CLERK OF CIRCUIT COURT
10 APR 20 AM 9:10

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>
SH Franchising, LLC	Florida	LLC
SH Franchising International, Inc.	Maryland	Corporation

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>
SH Franchising, LLC	Florida	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:

Date of filing _____

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:

Not Applicable

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: Not Applicable

Mailing address: Not Applicable

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:
SH Franchising, LLC	<i>Peter Ross</i>	Peter Ross
SH Franchising International, Inc.	<i>Peter Ross</i>	Peter Ross

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
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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>
SH Franchising, LLC	Florida	LLC
SH Franchising International, Inc.	Maryland	Corporation

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>
SH Franchising, LLC	Florida	LLC

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

SH Franchising International, Inc. and SH Franchising, LLC agree that SH
Franchising International, Inc. shall merge into SH Franchising, LLC, which
shall be the surviving entity.

(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:

SH Franchising International, Inc. has not issued any stock. The membership

interest of SH Franchising, LLC shall be unaffected by the merger.

(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

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

The terms and conditions of this merger were advised, authorized, and approved
by SH Franchising, LLC and SH Franchising International, LLC in the manner
and by the vote required by its articles of organization/incorporation and the laws
of the state of its formation. The terms and conditions of this merger set forth
herein were approved the unanimous written consent of the members of
SH Franchising, LLC and the unanimous written consent of the directors of
SH Franchising International, Inc.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

There shall be no amendment to the articles of organization of SH Franchising,
LLC to be effected as part of the merger.

(Attach additional sheet if necessary)