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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 846107 4325163

AUTHORIZATION :

*Lyndee Coleman*

COST LIMIT : \$ 50.00

FILED  
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DIVISION OF CORPORATIONS  
11 JUL 14 AM 8:24

ORDER DATE : July 14, 2011

ORDER TIME : 2:41 PM

ORDER NO. : 846107-005

CUSTOMER NO: 4325163

ARTICLES OF MERGER

LANDMARK SOUTH, LLC

INTO

STRYBUC REPLACEMENT HARDWARE,  
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XXX PLAIN STAMPED COPY

CONTACT PERSON: Matthew Young

EXAMINER'S INITIALS: \_\_\_\_\_

**STRYBUC REPLACEMENT HARDWARE, LLC**


**CERTIFICATE OF MERGER**

*Pursuant to 608.4382, Fla. Stat. (2010)*

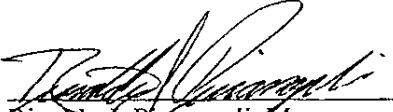
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11 JUL 14 AM 8:24  
L10000081091

1. Attached is the Agreement and Plan of Merger (the "Plan") whereby Landmark South, LLC, a Florida limited liability company, will be merged into Strybuc Replacement Hardware, LLC, a Florida limited liability company.
2. The Plan has been approved by both limited liability companies that are parties to the merger in accordance with the applicable provisions of the Florida Limited Liability Company Act.
3. The effective date of the merger shall be the date of filing of this Certificate of Merger.

STRYBUC REPLACEMENT HARDWARE, LLC

By   
Rinaldo J. Pierangeli, President

LANDMARK SOUTH, LLC

By   
Rinaldo J. Pierangeli, Manager

## AGREEMENT AND PLAN OF MERGER

This is an Agreement, entered into on February 11, 2011, by and between Strybuc Replacement Hardware, LLC, a Florida limited liability company ("Replacement Hardware") and Landmark South, LLC, a Florida limited liability company ("Landmark South").

### Background

Replacement Hardware and Landmark South wish to merge pursuant to 608.438, *et seq.*, Fla. Stat. (2010), with Replacement Hardware as the surviving entity.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. **Merger.** Replacement Hardware and Landmark South hereby agree to merge on the terms and conditions set forth in this Agreement.
2. **Effective Date.** The effective date of the merger shall be the date of filing of the certificate described in section 4.
3. **Survivor.** Replacement Hardware shall be the survivor of the merger.
4. **Certificate of Merger.** As soon as practical following the date of this Agreement, Replacement Hardware shall file the certificate required by 608.4382, Fla. Stat. (2010).
5. **Interests in Entities.** Upon the effective date of the merger (i) the interests of the members of Landmark South shall become null and void, (ii) the former members of Landmark South shall have no interest in Replacement Hardware, and (iii) the interest of the sole member of Replacement Hardware shall continue and shall not be affected by the merger.
6. **Operating Agreement.** The operating agreement of Replacement Hardware attached to this Agreement (the "Operating Agreement") shall be the operating agreement of the surviving entity.
7. **Miscellaneous.**

7.1. **Amendments; Waivers.** No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

7.2. **Notices.** Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by

notice satisfactory under this section. A copy of any notice shall be sent to Markley S. Roderick, Esquire, 1810 Chapel Avenue West, Third Floor, Cherry Hill, NJ 08002-4609 FAX (856) 661-1919, mark.roderick@flastergreenberg.com, provided that such copy shall not itself constitute notice.

7.3. **Signature in Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

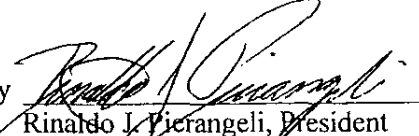
7.4. **Signature by Facsimile.** An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

7.5. **No Third Party Beneficiaries.** Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

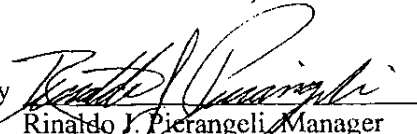
7.6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

STRYBUC REPLACEMENT HARDWARE, LLC

By   
Rinaldo J. Picrangeli, President

LANDMARK SOUTH, LLC

By   
Rinaldo J. Picrangeli, Manager

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