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(Business Entity Name)

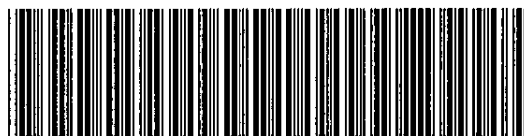
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JAN - 4 2011

EXAMINER

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DIVISION OF CORPORATIONS  
11 JAN -4 PM 2:00



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 631303 4384006

AUTHORIZATION :

COST LIMIT :

\$ 80,000

*[Handwritten signature]*

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 JAN -4 PM 2:08

ORDER DATE : January 3, 2011

ORDER TIME : 4:17 PM

ORDER NO. : 631303-010

CUSTOMER NO: 4384006 PLEASE FILE 2ND

ARTICLES OF MERGER

BOWLING GREEN INVESTMENT  
ASSOCIATES, LLC

INTO

BOWLING GREEN INVESTMENT  
ASSOCIATES, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

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

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

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 JAN -4 PM 2:08

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> |
|---|---------------------|-------------------------|
| Bowling Green Investment<br>Associates, LLC | Florida             | LLC                     |
| Bowling Green Investment<br>Associates, LLC | New Jersey          | LLC                     |

**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> |
|---|---------------------|-------------------------|
| Bowling Green Investment<br>Associates, 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:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

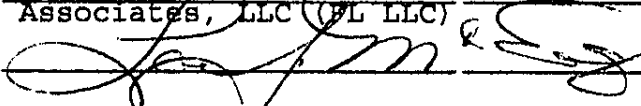
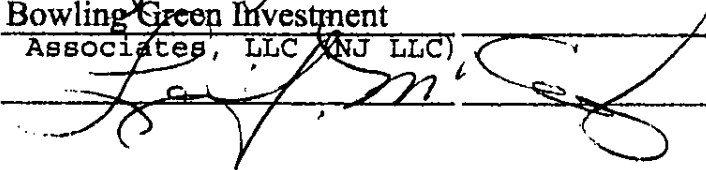
Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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: |
|---|--|--------------------------------------|
| Bowling Green Investment Associates, LLC (FL LLC) |   | Laurene J. McEneny                   |
| Bowling Green Investment Associates, LLC (NJ LLC) |  | Laurene J. McEneny                   |

|                                   |   |
|-----------------------------------|---|
| Corporations:                     | Chairman, Vice Chairman, President or Officer<br>(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 |

**Certified Copy (optional):**

\$30.00 ✓

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER**, approved as of December 30, 2010, by the unanimous written consent of the members of BOWLING GREEN INVESTMENT ASSOCIATES, LLC, a limited liability company organized under the laws of the State of Florida (the "Company") and BOWLING GREEN INVESTMENT ASSOCIATES, LLC, a limited liability company organized under the laws of the State of New Jersey (the "NJ LLC"), to effect a merger of the NJ LLC with and into the Company under N.J.S.A. Title 42 and s. 608.4382, Florida Statutes.

The NJ LLC was organized to manage assets and plan for business succession.

The Company was formed for the purpose of converting the NJ LLC into a limited liability company under the laws of the State of Florida by its being merged with, surviving and continuing the business of the NJ LLC.

It is the intent of the parties that this transaction is and shall be treated for federal and state income tax purposes as a non-taxable transaction. It is also the intent of the parties that the Merger (as hereinafter defined) shall not constitute a termination of the NJ LLC for Federal or State income tax purposes, but that the NJ LLC shall continue, albeit in the form of a limited liability company, whereby the members have no personal liability for the debts of the entity.

NOW THEREFORE, IT IS AGREED:

1. Merger and Effective Date.

1.1 Merger. Pursuant to the provisions of Section 42:2B-20 of the New Jersey Limited Liability Company Act and s. 608.4382 of the Florida Statutes, the NJ LLC shall be merged with and into the Company. The Company shall survive the merger (the "Merger") and shall continue to exist as a limited liability company created and governed by the laws of the State of Florida.

1.2 The name of the surviving domestic limited liability company is: **"BOWLING GREEN INVESTMENT ASSOCIATES, LLC."**

1.3 The Merger shall become effective on the date of filing of the Certificate of Merger in Florida (the "Effective Date").

2. Manager Management. The Company shall be a manager managed limited liability company under Florida law. The Operating Agreement of the Company shall be the Operating Agreement of the surviving limited liability company. The Operating Agreement of the Company may be amended pursuant to its terms.

3. Operating Agreement. The NJ LLC has a written operating agreement dated October 15, 2005. From and after the Effective Date, the NJ LLC's operating agreement shall be null and void and of no effect. The capital, income and other attributes of ownership and interests of

the members in the NJ LLC (the "NJ Members") shall become the capital, income and other attributes of ownership and interests of the members of the Company (the "FL Members").

4. Succession. On the Effective Date, by virtue of the Merger, all of the following shall occur:

(a) The NJ LLC shall, by operation of law, become a Florida limited liability company by virtue of the Merger.

(b) The Company shall possess all the rights, privileges, powers, immunities, purposes and franchises of a public as well as of a private nature, of each of the NJ LLC and the Company.

(c) All real and personal property, tangible and intangible, of each of the NJ LLC and the Company, including, without limitation, goodwill, cash, tax benefits and attributes, receivables and other assets, including without limitation, inchoate rights, claims, and benefits, shall be vested by operation of law in the Company without further act or deed; and the title to any real estate, or any interest therein, vested in the NJ LLC or the Company shall not revert or be in any way impaired by reason of the Merger.

(d) The Company shall be liable for all of the obligations and liabilities of each of the NJ LLC and the Company. Neither the rights of creditors nor any liens upon or security interests in the property of either of the NJ LLC or the Company shall be impaired by the Merger.

(e) The Merger shall not require the NJ LLC to wind up its affairs or pay its liabilities and distribute its assets. Rather, upon and after the Merger, the Company shall be deemed to be a continuation of the NJ LLC as a limited liability company, without any impairment of its rights, privileges or properties.

(f) The Merger shall not constitute a sale of a member's interest in the NJ LLC, nor shall it constitute a termination of the NJ LLC for tax purposes. Each FL Member shall have the same proportionate share and interest in the Company as he or she had in the NJ LLC prior to the Merger.

5. Ownership Interests. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each of the following shall occur:

(a) All authorized capital, income, tax benefits and other attributes of ownership of the NJ LLC, whether issued or unissued, recorded in the books of the NJ LLC or otherwise, shall belong to the Members solely in their capacities as members of the Company. Membership Interests (as defined in the Operating Agreement of the Company) of the FL Members on the Effective Date shall be held in the same percentages as the NJ Members have and hold the membership interests in the NJ LLC.

(b) All authorized capital, income, tax benefits and other attributes of ownership of the NJ LLC, whether issued or unissued, recorded in the books of the NJ LLC or otherwise, shall belong to the FL Members solely in their capacities as members of the Company.

6. Book Entries. As of the Effective Date, entries shall be made upon the books of the Company in accordance with the following:

(a) The assets and liabilities of the Company shall be recorded to include such amounts as were carried on the books of the NJ LLC immediately prior to the Effective Date.

(b) There shall be credited to the retained earnings account of the Company the amount carried in the retained earnings account of the NJ LLC immediately prior to the Effective Date.

(c) The capital accounts (whether positive or negative), income accounts, accounts reflecting tax benefits, and all accounts reflecting other attributes of ownership of the FL Members, as members in the NJ LLC, shall be recorded in the books of the Company as being owned by FL Members in the same proportion as they were reflected and carried on the books of the NJ LLC immediately prior to the Effective Date.

7. Miscellaneous.

7.1 Further Assurances. On and after the Effective Date, upon the reasonable request of the Company's Managers, the Company, the NJ LLC and each Owner shall take all such further actions and execute, acknowledge and deliver all such further instruments and documents as may be necessary or desirable to convey and transfer to, and vest in, the Company, and to protect the Company's right, title and interest in and to, and enjoyment of, the assets, properties and business of the NJ LLC intended to be assigned, transferred, conveyed and delivered pursuant to this Agreement, and as may otherwise be appropriate to carry out the transactions provided for in this Agreement.

7.2 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7.3 Entire Agreement. This Agreement and the Company's Operating Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants, conditions, understandings or agreements other than those expressly set forth or referred to herein and therein.

7.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

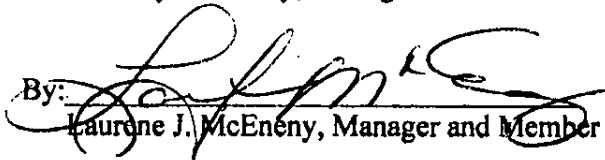
7.5 Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.



IN WITNESS WHEREOF, the Company and the NJ LLC have each caused this Agreement and Plan of Merger to be executed by their respective managers and members, as of the day and year first above written.

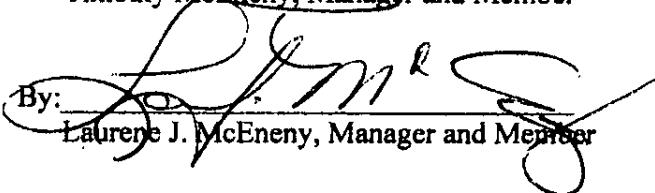
BOWLING GREEN INVESTMENT  
ASSOCIATES, LLC,  
a Florida limited liability company

By: X   
Timothy McEneny, Manager and Member

By:   
Laurene J. McEneny, Manager and Member

BOWLING GREEN INVESTMENT  
ASSOCIATES, LLC,  
a New Jersey limited liability company

By: X   
Timothy McEneny, Manager and Member

By:   
Laurene J. McEneny, Manager and Member