

L110000016540

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

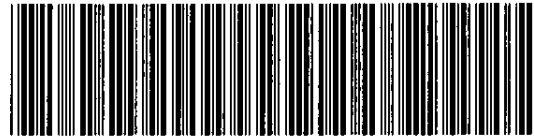
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APR 5 2011

EXAMINER



300199177533

RECEIVED
11 APR -4 PM 4:14
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
11 APR -4 AM 9:00
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILED
11 APR -4 AM 9:00
SECRETARY OF STATE
DIVISION OF CORPORATIONS



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 732114 7247594
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 50.00

ORDER DATE : April 4, 2011
ORDER TIME : 2:35 PM
ORDER NO. : 732114-005
CUSTOMER NO: 7247594

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 APR -4 AM 9:00

ARTICLES OF MERGER

NEXTONE, LLC

INTO

NEXTONE, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
☒ PLAIN STAMPED COPY

CONTACT PERSON: Matthew Young

EXAMINER'S INITIALS: _____

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 APR -4 AM 9:00

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>
NEXTONE, LLC	FLORIDA	LLC
NEXTONE, LLC	GEORGIA	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>
NEXTONE, 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:

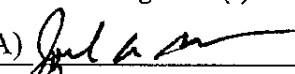
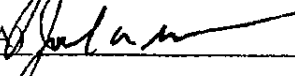
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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:
NEXTONE, LLC (FLORIDA)		Joel A. Schleicher
NEXTONE, LLC (GEORGIA)		Joel A. Schleicher

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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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**AGREEMENT OF MERGER
OF
NEXTONE, LLC
(a Georgia limited liability company)
With and Into
NEXTONE, LLC
(a Florida limited liability company)**

THIS AGREEMENT OF MERGER dated effective as of the 19 day of March, 2011 by and between NEXTONE, LLC, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as "NEXTONE GA"), and NEXTONE, LLC, a limited liability company organized and existing under the laws of the State of Florida (hereinafter referred to as "NEXTONE FL").

1. NEXTONE GA shall be merged with and into NEXTONE FL, with NEXTONE FL being the surviving business entity, effective as of the date on which the Certificate of Merger is filed with the Secretary of State of Florida and the Secretary of State of Georgia (hereinafter referred to as the "Effective Date of the Merger").

2. The terms and conditions of the merger are as follows:

(a) NEXTONE GA shall be merged with and into NEXTONE FL pursuant to the Florida Limited Liability Company Act and the Georgia Limited Liability Company Act.

(b) NEXTONE FL shall be the surviving business entity and the identity, existence, rights, privileges, powers, immunities, purposes and franchises, of a public or a private nature, of NEXTONE FL shall continue unaffected and unimpaired by the merger, and the rights, privileges, powers, immunities, purposes and franchises, of a public or a private nature, of NEXTONE GA, to the extent consistent with the Articles of Organization of NEXTONE FL, shall be merged with and into NEXTONE FL and NEXTONE FL shall, as the surviving business entity, be fully vested therewith and shall thereupon and thereafter be the possessor thereof. The separate existence of NEXTONE GA shall cease as of the Effective Date of the Merger.

(c) All property, real, personal and mixed, and all debts due on whatever account, including subscriptions for ownership interests, and all other choses in action, and all and every other interest, of or belonging to or due to NEXTONE FL and NEXTONE GA, respectively, shall be taken and deemed to be transferred to and vested in NEXTONE FL as the surviving business entity without further act or deed, and the title to any real estate, or any interest therein, vested in NEXTONE FL or NEXTONE GA shall not revert or be in any way impaired by reason of the merger.

(d) NEXTONE FL as the surviving business entity shall be responsible and liable for all of the obligations and liabilities of NEXTONE FL and NEXTONE GA, and any claim existing or action or proceeding pending by or against NEXTONE FL or NEXTONE GA may be prosecuted to judgment against each as if the merger had not taken place. Neither the rights of

creditors nor any liens upon, or security interests in, the property of NEXTONE FL or NEXTONE GA shall be impaired by the merger.

(e) The Articles of Organization filed on February 8, 2011, and the Operating Agreement of NEXTONE FL, as the same may be amended from time to time, shall become the Articles of Organization and the Operating Agreement of the surviving business entity and shall thereafter continue to be its Articles of Organization and Operating Agreement as provided by law.

(f) As of the Effective Date of the Merger, the respective capital accounts of the members in NEXTONE GA shall be transferred to their respective capital accounts in NEXTONE FL and membership interests in NEXTONE GA and all rights in respect thereof shall be cancelled. All of the membership interests of NEXTONE FL now issued and outstanding shall remain issued and outstanding.

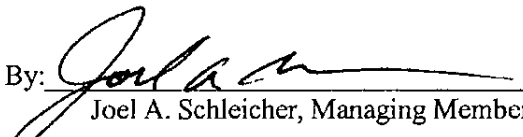
3. This Agreement of Merger has been approved and executed by written consents, dated as of the date hereof but executed prior hereto, by all of the members of NEXTONE FL and by all of the members of NEXTONE GA.

4. NEXTONE GA and NEXTONE FL shall cause a Georgia Articles of Merger and a Florida Articles of Merger to be executed and filed with the Georgia Secretary of State and the Florida Secretary of State, as applicable.

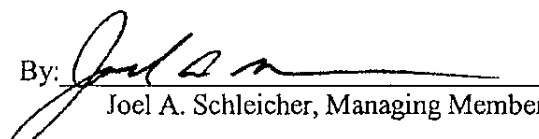
5. This Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, NEXTONE FL and NEXTONE GA have caused this Agreement of Merger to be signed by their respective authorized signatories.

NEXTONE, LLC,
a Georgia limited liability company

By: 
Joel A. Schleicher, Managing Member

NEXTONE, LLC,
a Florida limited liability company

By: 
Joel A. Schleicher, Managing Member