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JUL 3 2012

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**DATE: 06-29-2012**

**NAME: ACFP INVESTORS NORTH TAMPA LLC**

**TYPE OF FILING: ARTICLES OF MERGER**

**COST: \$50 + \$30= \$80**

**RETURN: CERTIFIED COPY**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

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**CERTIFICATE OF MERGER**  
**OF**  
**ACFP INVESTORS NORTH TAMPA, LLC**

**WITH AND INTO**  
**ANTHONY'S PIZZA HOLDING COMPANY, LLC**

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act, the undersigned hereby certify that:

1. ACFP Investors North Tampa, LLC, a Florida limited liability company (the "Constituent Company") shall be merged with and into Anthony's Pizza Holding Company, LLC, a Florida limited liability company (the "Company"), with the Company as the surviving entity (the "Merger"), in accordance with the terms and provisions of the Agreement and Plan of Merger, dated as of June 27<sup>th</sup>, 2012, a copy of which is attached hereto as Exhibit A (the "Plan of Merger").
2. The Plan of Merger, was executed, adopted and approved by the managers and the members of each of the Constituent Corporation and the Company in accordance with Section 608.4381 of the Florida Limited Liability Company Act.
3. The Merger shall become effective on July 1, 2012 at 12:00:01 am.

*[SIGNATURES ON THE FOLLOWING PAGE]*

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IN WITNESS WHEREOF, the Constituent Company and the Company have caused this Certificate of Merger to be signed by their respective authorized persons as of the date first written above.

**ANTHONY'S PIZZA HOLDING COMPANY,  
LLC**, a Florida limited liability company

By: Samuel Weiss  
Name: Samuel Weiss  
Title: Vice President

**ACFP INVESTORS NORTH TAMPA, LLC**, a  
Florida limited liability company

By: Samuel Weiss  
Name: Samuel Weiss  
Title: Vice President

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**Exhibit A**  
**Plan of Merger**

See attached.

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**AGREEMENT AND PLAN OF MERGER  
OF  
ANTHONY'S PIZZA HOLDING COMPANY, LLC  
AND  
ACFP INVESTORS NORTH TAMPA, LLC**

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This Agreement and Plan of Merger (this "Plan of Merger") dated as of June \_\_, 2012 is made by and between ACFP Investors North Tampa, LLC, a Florida limited liability company (the "Constituent Company") and Anthony's Pizza Holding Company, LLC, a Florida limited liability company (the "Company"), pursuant to the provisions of the Florida Limited Liability Company Act.

**WITNESSETH:**

**WHEREAS**, the Constituent Company is a wholly-owned subsidiary of the Company;

**WHEREAS**, the Company and the Constituent Company desire to effect a merger in which the Constituent Company merges with and into the Company, with the Company as the surviving entity (the "Merger");

**WHEREAS**, Section 608.438 of the Florida Limited Liability Company Act ("FLLCA") authorize the merger of a domestic limited liability company into another domestic limited liability company;

**WHEREAS**, the respective boards of managers of the Company and the Constituent Company have each approved and adopted this Plan of Merger and the transactions contemplated hereby, in each case after making a determination that this Plan of Merger and such transactions contemplated hereby are advisable and fair to, and in the best interests of, such limited liability company and its members.

**A G R E E M E N T:**

**NOW, THEREFORE**, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, and intending to be legally bound, the Company and the Constituent Company hereby agree as follows:

1. **MERGER**. Subject to the terms and conditions of this Plan of Merger and in accordance with Section 608.438 of the FLLCA, the Constituent Company shall be merged with and into the Company at the Effective Time (as defined below). Following the Effective Time, the separate existence of the Constituent Company shall cease and the Company shall continue as the surviving entity (the "Surviving Company"). The Merger shall have the effects set forth in the FLLCA and in this Plan of Merger. Without limiting the generality of the foregoing, from the Effective Time (as defined below) and without further act, (i) all the rights, privileges, immunities, powers, franchises, and authority, public as well as private, of the Constituent Company shall vest in the Company as the Surviving Company, and (ii) all debts, liabilities,

obligations and duties of the Constituent Company shall become the debts, liabilities, obligations and duties of the Company, as the Surviving Company.

2. EFFECTIVE TIME. The Merger shall become effective as of 12:00:01 am on July 1, 2012 as set forth in the Certificate of Merger to be filed with the Secretary of State of the State of Florida (the "Effective Time").

3. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT. Subject to the terms and conditions of this Plan of Merger, from and after the Effective Time, the Articles of Organization of the Company in effect immediately prior to the Effective Time, shall remain the Articles of Organization of the Surviving Company, and the Operating Agreement of the Company in effect immediately prior to the Effective Time shall remain the Operating Agreement of the Surviving Company, in each case unless and until amended in accordance with their terms and applicable law.

5. MANAGERS AND OFFICERS. From and after the Effective Time, the Managers of the Company immediately prior to the Effective Time shall be the Managers of the Surviving Company.

6. MANNER AND BASIS OF CONVERTING SHARES. Subject to the terms and conditions of this Plan of Merger, at the Effective Time and without further act, (i) all of the membership interests of the Constituent Company issued and outstanding immediately prior to the Effective Time shall be cancelled and (ii) all of the membership interests of the Company outstanding immediately prior to the Effective Time shall remain outstanding and shall constitute the only membership interests of the Surviving Company outstanding immediately after the Effective Time.

7. FURTHER ASSIGNMENT OR ASSURANCE. If at any time the Company, as the Surviving Company, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Plan of Merger, the proper representatives of the Constituent Company as of the Effective Time shall do all things necessary or proper to do so.

8. ENTIRE AGREEMENT. This Plan of Merger together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Plan of Merger with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. TERMINATION AND AMENDMENT. Anything in this Plan of Merger or elsewhere to the contrary notwithstanding, this Plan of Merger and the Merger contemplated hereby may be abandoned either by the Constituent Company or the Company, by an appropriate act of a duly authorized representative thereof, at any time prior to the Effective Time. This Plan of Merger may be amended in any respect by the mutual agreement of the Company and the Constituent Company.

10. SUCCESSORS AND ASSIGNS. This Plan of Merger shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. SEVERABILITY. If any term or provision of this Plan of Merger is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Plan of Merger or invalidate or render *unenforceable such term or provision in any other jurisdiction*. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Plan of Merger so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. DESCRIPTIVE HEADINGS. The descriptive section headings of this Plan of Merger are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the Constituent Company and the Company have caused this Plan of Merger to be signed by their respective authorized persons as of the date first written above.

**ANTHONY'S PIZZA HOLDING COMPANY,  
LLC**, a Florida limited liability company

By: Samuel H. Weiss  
Name: Samuel Weiss  
Title: Vice President

**ACFP INVESTORS NORTH TAMPA, LLC**, a  
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