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**MERGER OR SHARE EXCHANGE
HORIZON CAPITAL PARTNERS I/A SUCCESSOR LLC**

Certificate of Status	0
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EXAMINER

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**CERTIFICATE OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted to merge the following limited liability company in accordance with Section 608.4382, *Florida Statutes*:

FIRST: The names and jurisdictions of formation of the entities which are party to the merger are as follows:

HORIZON CAPITAL PARTNERS I, L.P., a Delaware limited partnership ("HCP I");

HORIZON CAPITAL PARTNERS IA, L.P., a Delaware limited partnership ("HCP IA"), and

HORIZON CAPITAL PARTNERS I/A SUCCESSOR LLC, a Florida limited liability company (the "Surviving Entity").

SECOND: The surviving limited liability company is HORIZON CAPITAL PARTNERS I/A SUCCESSOR LLC, a Florida limited liability company.

THIRD: The Agreement and Plan of Merger attached hereto as Exhibit A (the "Plan of Merger") has been approved and executed by the Surviving Entity in accordance with Chapter 608, *Florida Statutes*.

FOURTH: The Plan of Merger has been approved and executed by HCP I in accordance with the applicable laws of the State of Delaware.

FIFTH: The Plan of Merger has been approved and executed by HCP IA in accordance with the applicable laws of the State of Delaware.

SIXTH: The merger is to become effective on the date of filing with the Florida Secretary of State.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, each of the constituent entities to the merger has caused this Certificate of Merger to be executed on its behalf by its duly authorized representative this 9 day of April, 2012.

HORIZON CAPITAL PARTNERS I/A SUCCESSOR LLC

By: HORIZON PARTNERS, LTD., Manager

By: 

Name: Robert M. Feerick, Chairman

HORIZON CAPITAL PARTNERS I, L.P.

By: HORIZON VENTURES ASSOCIATES I, General Partner

By: 

Name: Robert M. Feerick, General Partner

HORIZON CAPITAL PARTNERS IA, L.P.

By: HORIZON VENTURES ASSOCIATES IA, General Partner

By: 

Name: Robert M. Feerick, General Partner

EXHIBIT A

See attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and effective as of April 9, 2012 between Horizon Capital Partners I/IA Successor LLC, a Florida limited liability company ("Parent"), Horizon Capital Partners I, L.P., a Delaware limited partnership ("HCP I"), and Horizon Capital Partners IA, L.P., a Delaware limited partnership ("HCP IA").

1. On the date of this Agreement, each of HCP I and HCP IA shall be merged with and into Parent (the "Merger"). At the time that the Merger becomes effective (the "Effective Time"), Parent shall be the surviving entity in the Merger (the "Surviving Company") and shall continue its company name and existence under the laws of the State of Florida. At the Effective Time, the separate partnership existence of each of HCP I and HCP IA shall cease.

2. At the Effective Time, (a) the Articles of Organization of Parent in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company, and (b) the Operating Agreement of Parent in effect immediately prior to the Effective Date shall be the operating agreement of the Surviving Company.

3. The managers and officers of Parent immediately prior to the Effective Time shall continue as the managers and officers of the Surviving Company until their successors have been duly elected and qualified or until their prior death, resignation or removal.

4. At the Effective Time, the capital accounts of the HCP I and HCP IA shall be adjusted in the manners specified in Exhibit A, attached hereto. The deficit capital account balances of certain partners of HCP I will be waived and the Surviving Company shall have no further right to collection with respect to such deficit capital accounts. The general partners of HCP IA will pay to the Surviving Company the deficit capital account balances shown on Exhibit A.

5. At the Effective Time, by virtue of the Merger and without further action or deed by or on behalf of Parent, HCP I or HCP IA or any of their respective equity owners, (a) the issued and outstanding membership interests of Parent immediately prior to the Effective Time shall remain issued and outstanding, (b) each partnership interest each of HCP I and HCP IA issued and outstanding immediately prior to the Effective Time shall no longer be issued or outstanding and shall automatically be cancelled and retired and shall cease to exist and (c) each \$1.00 of capital account balance credited to the name of each partner of HCP I and HCP IA shall be exchanged for either (i) one unit of membership interest of Parent, or (ii) \$1.00 of cash consideration, as set forth in Exhibit A hereto.

6. Pursuant to Treas. Reg. 1.708-1(c)(4), for federal income tax purposes, Parent will be treated as purchasing the partnership interest of those partners who receive the cash consideration described above. At the request of Parent, HCP I and HCP IA shall each file an election pursuant Section 754 of the Internal Revenue Code with respect to transaction contemplated by this Agreement.

7. The Surviving Company shall, to the maximum extent permitted or required by law, indemnify, defend and hold harmless each general partner and limited partner of HCP I and HCP IA (each, an "Indemnitee") to the extent of the Surviving Company's assets, for, from and against any liability, damage, cost, expense, loss, claim or judgment incurred by the Indemnitee arising out of or in connection with any threatened, pending or completed action, suit, proceeding, investigation, demand, inquiry or claim (together, a "Claim") based upon or made by reason of any acts performed or omitted to be performed by the Indemnitee as a partner of HCP I or HCP IA or in any other position with respect to HCP I or HCP IA, including without limitation, attorneys' fees and costs incurred by the Indemnitee in settlement or defense of a Claim. To the maximum extent permitted or required by law, expenses of an

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Indemnatee in defending any Claim subject to this Section 7 shall, from time to time, be advanced or reimbursed by the Surviving Company prior to the final disposition of such Claim upon receipt by the Surviving Company of an undertaking by or on behalf of the Indemnatee to repay such amount if it is ultimately determined that such Indemnatee is not entitled to be indemnified therefor pursuant to this Section 7. In the event of a breach or default by the Surviving Company under this Section 7, an Indemnatee shall be entitled to recover from the Surviving Company the Indemnatee's costs and expenses (including without limitation attorneys' fees) incurred in connection with enforcing this Section 7. The provisions of this Section 7 (a) are intended to be for the benefit of, and will be enforceable by, each Indemnatee and his heirs and personal representatives as third party beneficiaries, and (b) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Indemnatee may have by contract or otherwise.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, all as of the date and year first above written.

**HORIZON CAPITAL PARTNERS I/LA
SUCCESSOR LLC**

By: HORIZON PARTNERS LTD., Manager

By: _____

Robert M. Feerick, Chairman

HORIZON CAPITAL PARTNERS I, L.P.

By: HORIZON VENTURES ASSOCIATES I,
General Partner

By: _____

Robert M. Feerick, General Partner

HORIZON CAPITAL PARTNERS IA, L.P.

By: HORIZON VENTURES ASSOCIATES IA,
General Partner

By: _____

Robert M. Feerick, General Partner

[Signature Page to Agreement and Plan of Merger]