

L12000149928

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

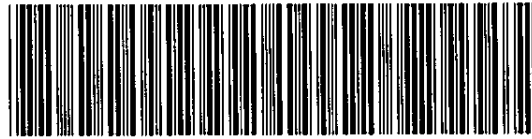
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



300241836803

RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
2012 NOV 28 PM 4:18  
ATTENTION  
TO ACKNOWLEDGE  
SUFFICIENCY OF FILING

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 NOV 29 AM 9:57

W12-59509



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 435730 7390269

AUTHORIZATION

*Stephanie Milnes*

COST LIMIT : \$ 50.00

ORDER DATE : November 28, 2012

ORDER TIME : 11:54 AM

ORDER NO. : 435730-010

CUSTOMER NO: 7390269

ARTICLES OF MERGER

ROLLING BREEZE, LLC

INTO

ROLLING BREEZE, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Stephanie Milnes

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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 29, 2012

CSC / STEPHANIE MILNES

**RESUBMIT**

Please give original  
submission date as file date.

SUBJECT: ROLLING BREEZE, LLC  
Ref. Number: W12000059509

We have received your document for ROLLING BREEZE, LLC. However, the document has not been filed and is being returned for the following:

Any Florida entity listed as a party to a merger must have an active Florida registration on our records or the merger cannot be filed. A review of our records indicates a Florida party is not filed. Please file the Florida LLC first, then the merger.

If you have any questions concerning the filing of your document, please call (850) 245-6870.

Karen A Saly  
Regulatory Specialist II

Letter Number: 812A00028400

RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
2012 NOV 29 PM 4:19  
NOT RETURNED  
TO ACKNOWLEDGE  
SUFFICIENCY OF FILING

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

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>
Rolling Breeze, LLC	Massachusetts	LLC
Rolling Breeze, LLC	Florida	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>
Rolling Breeze, LLC	Florida	LLC

712000149928

**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 entitles 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:

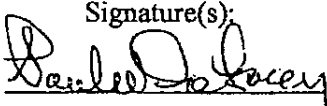
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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:
Rolling Breeze, LLC		Paul W. DeLacey, Manager
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<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

<b><u>Certified Copy (optional):</u></b>	\$30.00
--	---------

FILED  
SECRETARY OF STATE  
OFFICE OF CORPORATIONS  
12 NOV 29 AM 9:57

## PLAN OF MERGER

**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>
Rolling Breeze, LLC	Massachusetts	LLC
Rolling Breeze, LLC	Florida	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>
Rolling Breeze, LLC	Florida	LLC

**THIRD:** The terms and conditions of the merger are as follows:

Please See Attached Agreement and Plan of Merger

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

\_\_\_\_\_  
Please See Attached Agreement and Plan of Merger  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*(Attach additional sheet if necessary)*  
\_\_\_\_\_

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

\_\_\_\_\_  
Please See Attached Agreement and Plan of Merger  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*(Attach additional sheet if necessary)*  
\_\_\_\_\_



**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

---

---

---

---

---

---

---

---

*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

---

---

---

---

---

---

---

---

*(Attach additional sheet if necessary)*

12 NOV 29 AM 9:57  
SECRETARY OF STATE  
DIVISION OF CORPORATE AFFAIRS

12 NOV 29 AM 9:57

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated as of the 21<sup>st</sup> day of November, 2012, is made by and between ROLLING BREEZE, LLC, a Massachusetts limited liability company with a place of business at 312 The Trail, Fiskdale, Massachusetts ("ROLLING BREEZE, LLC, a Massachusetts limited liability company") and ROLLING BREEZE, LLC, a Florida limited liability company with a place of business at 3577 Whippoorwill Blvd., Punta Gorda, Florida ("ROLLING BREEZE, LLC, a Florida limited liability company") (hereinafter sometimes collectively referred to as the "Constituent Companies").

### WITNESSETH

WHEREAS, the Managers of ROLLING BREEZE, LLC, (a Massachusetts limited liability company) and the Managers of ROLLING BREEZE, LLC, (a Florida limited liability company) deem it to the benefit and advantage of each of the Constituent Companies and of the members of each of the Constituent Companies that the Constituent Companies merge into a single company in accordance with the terms and conditions of this Agreement, pursuant to the applicable provisions of the laws of the Commonwealth of Massachusetts and State of Florida;

WHEREAS, the Managers and Members of each of the respective Constituent Companies have approved and adopted this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the Constituent Companies agree as follows:

1. Merger. ROLLING BREEZE, LLC, (a Massachusetts limited liability company) shall be merged with and into ROLLING BREEZE, LLC, (a Florida limited liability company) in accordance with this Agreement and the applicable provisions of the Business Law of the Commonwealth of Massachusetts (hereinafter the "Merger").

2. Effective Date. The Merger shall be effective when the Constituent Companies file a Certificate of Merger with the Secretary of State, State of Florida in accordance with the applicable provisions of the Business Law of the State of Florida (the "Effective Date").

3. Surviving Company. ROLLING BREEZE, LLC, (a Florida limited liability company) shall survive the Merger herein contemplated and shall continue to be governed by the laws of the State of Florida, but the separate existence of ROLLING BREEZE, LLC, (a Massachusetts limited liability company) shall cease forthwith upon the date a Certificate of Merger/Cancellation is filed with the Secretary of State, Commonwealth of Massachusetts.

4. Name. The name of the surviving company shall be ROLLING BREEZE, LLC upon the consummation of the Merger.

5. Articles of Organization. The Articles of Organization of ROLLING BREEZE, LLC (a

Massachusetts limited liability company) dated November 21<sup>st</sup>, 2012, shall be the Articles of Organization of the surviving company.

6. Operating Agreement. The operating agreement of ROLLING BREEZE, LLC (a Massachusetts limited liability company) dated December 1997 shall be the operating agreement of the surviving company.

7. Managers. The managers of the surviving company shall hold office until their respective successors shall be duly elected or chosen and qualified.

8. Membership Interest. The membership interest of ROLLING BREEZE, LLC, following the Effective Date shall be held eleven and 81/100 percent (11.81%) by KARYN L. DeLACEY, twenty and 30/100 percent (20.30%) by PAMELA L. DeLACEY, eleven and 81/100 percent (11.81%) by SHARON B. MIKUTEL, eleven and 81/100 percent (11.81%) by CHERYL A. PETRUNY, eleven and 81/100 percent (11.81%) by DAVID P. DeLACEY, and thirty-two and 46/100 percent (32.46%) by PAUL W. DeLACEY, unless and until the same shall be changed in accordance with the Operating Agreement.

9. Assets and Liabilities. On the Effective Date, all of the rights, interests and property of ROLLING BREEZE, LLC, (a Massachusetts limited liability company) shall be vested in ROLLING BREEZE, LLC, (a Florida limited liability company) without further act or deed and shall be thereafter as effectively the rights, interests and property of ROLLING BREEZE, LLC, (a Florida limited liability company) as they were of ROLLING BREEZE, LLC, (a Massachusetts limited liability company) and all debts, liabilities and obligations of ROLLING BREEZE, LLC, (a Massachusetts limited liability company) shall be the debts, liabilities and obligations of ROLLING BREEZE, LLC, (a Florida limited liability company) and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it, and all rights of creditors and all liens upon property of ROLLING BREEZE, LLC, (a Massachusetts limited liability company) shall be preserved unimpaired.

10. Registered Office. The registered office, in Florida, of the surviving company shall be located at 3577 Whippoorwill Blvd., Punta Gorda, Florida.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

12. Termination. At any time prior to the filing of a Certificate of Merger/Cancellation by the Secretary of State, Commonwealth of Massachusetts, this Agreement and Plan of Merger may be terminated by the Managers of any Constituent Company without a meeting, notwithstanding member approval, if in the sole discretion of any of such Managers such action shall be deemed necessary or appropriate.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to authority duly granted by their respective Managers and Partners, the parties above have caused this Agreement and Plan of Merger to be executed on the date first above written and hereby certify that the statements contained herein are true and correct under penalties of perjury.

ROLLING BREEZE, LLC, a Massachusetts limited liability company

By: Paul W. DeLacey  
PAUL W. DeLACEY, Manager

ROLLING BREEZE, LLC, a Florida limited liability company

By: Paul W. DeLacey  
PAUL W. DeLACEY, Manager

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 NOV 29 AM 9:57