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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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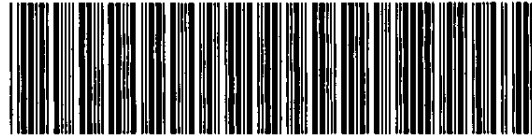
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Seville Square Realty, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Charles Liberis

Contact Person

Liberis Law Firm

Firm/Company

212 W. Intendencia St.

Address

Pensacola, FL 32502

City, State and Zip Code

vhinrichs@liberislaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Shawn Jesgarz

Name of Contact Person

at (850) 438-9647

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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**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> |
|----------------------------|---------------------|-------------------------|
| Seville Square Realty, LLC | Florida | LLC L130000072683 |
| Seville Square Realty, LLC | Montana | 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> |
|----------------------------|---------------------|-------------------------|
| Seville Square Realty, LLC | Montana | 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:

c/o Northwest Registered Agent, LLC
121 Wisconsin Ave., Suite 101
Whitefish, MT 59937

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: 308 E. Government St.

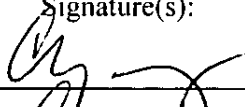
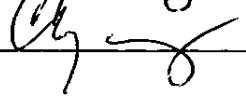
Pensacola, FL 32502

Mailing address: 308 E. Government St.

Pensacola, FL 32502

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: |
|------------------------------|--|--------------------------------------|
| Seville Square Realty, LLC |  | Cheryl A. Young, Manager |
| Seville Square Realty, LLC |  | Cheryl A. Young, 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 |

Fees:

| | |
|-------------------------------------|---------|
| 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

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> |
|----------------------------|---------------------|-------------------------|
| Seville Square Realty, LLC | Florida | LLC |
| Seville Square Realty, LLC | Montana | 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> |
|----------------------------|---------------------|-------------------------|
| Seville Square Realty, LLC | Montana | LLC |

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

See attached 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:

See Attached 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:

See Attached 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:

See Attached Plan of Merger.

(Attach additional sheet if necessary)

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

See Attached Plan of Merger.

(Attach additional sheet if necessary)

PLAN OF MERGER

Seville Square Realty, LLC

AGREEMENT OF MERGER made the 14th day of October, 2013, between Seville Square Realty, LLC, a Florida Limited Liability Company, hereinafter called Seville 1, and all of the members thereof, and Seville Square Realty, LLC, a Montana Limited Liability Company, hereinafter called Seville 2, and all of the members thereof.

WHEREAS, the principal office of Seville 1 is located at 308 E. Government St., Pensacola, Florida, and the registered agent is Michael J. Griffith upon whom process against Seville 1 may be served within the State of Florida, and

WHEREAS, the principal office of Seville 2 is located at 308 E. Government St., Pensacola, Florida, and the registered agent is Northwest Registered Agent, LLC upon whom process against Seville 2 may be served within the State of Montana, and

WHEREAS, all of the members of Seville 1 and of Seville 2 respectively, deem it advisable and generally to the advantage and welfare of the two limited liability companies and their respective members that Seville 1 merge into Seville 2 under and pursuant to the provisions of Florida Statutes and Montana Statutes.

Now, therefore, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. Merger. Seville 1 shall be and it hereby is merged into Seville 2.
2. Effective Date. This agreement of Merger shall become effective immediately upon compliance with the laws of the States of Florida and Montana, the time of such effectiveness being hereinafter called the Effective Date.
3. Surviving Company. Seville 2 shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Montana, and the separate existence of Seville 1 shall cease forthwith upon the Effective Date.
4. Membership Interests. The membership interests of Seville 2 shall remain in effect following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions of the Operating Agreement.

5. Articles of Organization. The Articles of Organization of Seville 2 shall be the Articles of Organization of Seville 2 following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. Operating Agreement. The Operating Agreement of Seville 2 shall be the Operating Agreement following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

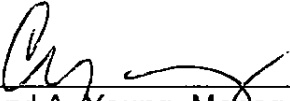
7. Further Assurance of Title. If at any time Seville 2 shall consider or be advised that any acknowledgements or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Seville 2 any right, title, or interest of Seville 2 held immediately prior to the Effective Date, Seville 2 and its members shall and will execute and deliver all such acknowledgements or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in Seville 2 as shall be necessary to carry out the purposes of this Agreement of Merger, and Seville 2 and the proper members thereof are fully authorized to take any and all such action in the name of Seville 1 or otherwise.

8. Rights and Liabilities of Surviving Corporation. As of the Effective Date of the merger, Seville 2 shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal, and mixed, of Seville 1; all debts due to Seville 1 on whatever account shall be vested in and assumed by Seville 2; all claims, demands, property, rights, privileges, powers, and franchises and every other interest of Seville 1 shall be effectively the property of Seville 2 as they were of Seville 1; the title to any real estate vested by deed or otherwise in Seville 1 shall not revert or be in any way impaired by reason of the merger, but shall be vested in Seville 2; all rights of creditors and all liens upon any property of Seville 1 shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date of the merger; all debts, liabilities, and duties of Seville 1 shall attach to Seville 2 and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and Seville 2 shall indemnify and hold harmless the officers and directors of Seville 1 against all such debts, liabilities, and duties and against all claims and demands arising out of the merger.

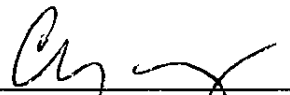
9. Termination. This agreement of Merger may be terminated and abandoned by action of the Members of Seville 1 at any time prior to the Effective Date, whether before or after approval by the Members of both Limited Liability Companies hereto.

IN WITNESS WHEREOF, each of the Limited Liability Companies party hereto, pursuant to authority duly granted by the Members, has caused this agreement of merger to be executed by all its Members.

Seville Square Realty, LLC, a Florida LLC

By: 
Cheryl A. Young, Manager

Seville Square Realty, LLC, a Montana LLC

By: 
Cheryl A. Young, Manager