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To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : LAW OFFICE OF DANIEL C. PERRI
Account Number : I20040000119
Phone : (850)651-3011
Fax Number : (850)651-3306

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: atgcampbell@yahoo.com

MERGER OR SHARE EXCHANGE

James C. Campbell, LLC

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$60.00

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER
OF
JAMES C. CAMPBELL, P.A.,
a Florida Professional Association,
INTO
JAMES C. CAMPBELL, LLC,
a Florida Limited Liability Company**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1109 and 605.1025 of the Florida Statutes, the undersigned Professional Association, James C. Campbell, P.A., a Florida professional association, and the undersigned Limited Liability Company, James C. Campbell, LLC, a Florida limited liability company, adopt the following Articles of Merger for the purpose of merging James C. Campbell, P.A., a Florida professional association, into James C. Campbell, LLC, a Florida limited liability company:

PLAN OF MERGER

1. The Plan of Merger setting forth the terms and conditions of the merger of James C. Campbell, P.A., a Florida professional association, into James C. Campbell, LLC, a Florida limited liability company, is attached to these Articles as an exhibit and incorporated herein by reference.

**ADOPTION OF PLAN
BY SURVIVING ENTITY**

2. The sole Manager and Member of the entity, James C. Campbell, LLC, a Florida limited liability company, James C. Campbell, whose address is 4 Eleventh Avenue, Suite Two, Shalimar, Florida 32579, adopted the Plan of Merger on December 22, 2014 and Daniel C. Perri, as agent for the surviving entity, has been authorized by the Managers and Members of the Limited Liability Company to sign these Articles of Merger on behalf of the Professional Association and the Limited Liability Company.

**ADOPTION OF PLAN
BY MERGING ENTITY**

3. The sole Director and Shareholder of James C. Campbell, P.A., a Florida professional association, James C. Campbell, adopted the Plan of Merger of the merging corporation on December 23, 2014 and Daniel C. Perri, as agent for the merging corporation, has been authorized by the Director and Shareholder of the Professional Association to sign these Articles of Merger on behalf of the Professional Association and the Limited Liability Company.

EFFECTIVE DATE

4. The Plan of Merger shall be effective on January 1, 2015.

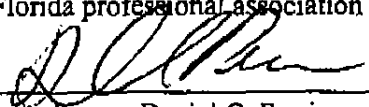
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In witness whereof, the undersigned Professional Association and Limited Liability Company have caused these Articles to be signed on this 24th day of December, 2014.

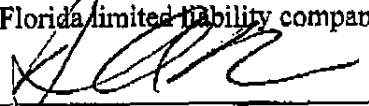
(Seal)

James C. Campbell, P.A.
a Florida professional association


By its Agent: Daniel C. Perri

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James C. Campbell, LLC,
a Florida limited liability company


By its Agent: Daniel C. Perri

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AGREEMENT OF MERGER AND
PLAN OF REORGANIZATION
BETWEEN
JAMES C. CAMPBELL P.A. AND JAMES C. CAMPBELL LLC

Agreement of Merger and Plan of Reorganization dated 19th day of December, 2014 by and between James C. Campbell, P.A., a Florida corporation (hereinafter "P.A."), and James C. Campbell, LLC, a Florida limited liability company (hereinafter "LLC").

WHEREAS, The Shareholders of P.A. and the Members of LLC have resolved that P.A. be merged pursuant to the Corporate Law of the State of Florida into a single limited liability company existing under the laws of the State of Florida, to wit, LLC, which shall be the surviving limited liability company (such operations in its capacity as surviving limited liability company being sometimes referred to herein as the "Surviving Limited Liability Company") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

WHEREAS, The authorized capital stock of P.A., consists of 1,000 shares of common stock with a par value of \$1.00 per share (hereinafter called "P.A. Stock"), of which 1000 shares are issued and outstanding;

WHEREAS, The authorized membership units of LLC consists of one thousand (1000) membership units (hereinafter called "LLC Units"), one hundred (100) units of which are issued and outstanding; and

WHEREAS, The respective Shareholders of P.A. and Members of LLC have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the Shareholders of P.A. and the Members of LLC agree in accordance with the Corporate Law of the State of Florida that P.A., shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single limited liability company existing under the laws of the State of Florida, the LLC, which shall be the Surviving Limited Liability Company, and the Shareholders of P.A. and the Members of LLC adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' and Members' Meetings; Filings; Effects of Merger.

1.1 P.A. Shareholders' Meeting. P.A. shall call a meeting of its Shareholders to be held in accordance with the Corporate Law of the State of Florida at the earliest practicable date, upon due notice thereof to its Shareholders to consider and vote upon, among other matters, adoption of this Agreement.

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1.2 Action by LLC. On or before 31st day of December, 2014, the Members of LLC shall adopt this Agreement in accordance with the Corporate Law of the State of Florida.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the Shareholders of P.A. in accordance with the Corporate Law of the State of Florida, (b) this Agreement has been adopted by the Members of LLC in accordance with the Corporate Law of the State of Florida, and (c) this Agreement is not thereafter terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the Corporate Law of the State of Florida. The Merger shall become effective at 12:01 a.m. on the day following the day of such filing in Florida, which date and time are herein referred to as the "Effective Date".

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of P.A. shall cease, and thereupon, P.A. shall be merged into LLC, which, as the Surviving Limited Liability Company, shall possess all the rights, privileges, powers, and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of P.A.; and all the rights, privileges, powers, and franchises of P.A., and all property, real, personal, and mixed, and all debts due to P.A. on whatever account, as well as for stock subscriptions and all other things in action or belonging to P.A. shall be vested in the Surviving Limited Liability Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Limited Liability Company as they were of P.A. and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction, in P.A. shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of P.A. shall be preserved unimpaired, and all debts, liabilities, and duties of P.A. shall thenceforth attach to the Surviving Limited Liability Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting Shareholders of P.A., or the corresponding officers of the Surviving Limited Liability Company, may, in the name of P.A., execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Limited Liability Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Limited Liability Company title to and possession of all P.A.'s property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purpose of this Agreement.

2. Name of Surviving Limited Liability Company; Certificate of Incorporation; By-Laws.

2.1 Name of Surviving Limited Liability Company. The name of the Surviving Limited Liability Company from and after the Effective Date shall be James C. Campbell, LLC.

2.2 Certificate of Organization. The Certificate of Organization of LLC, as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Organization of the Surviving Limited Liability Company until changed or amended as provided by law.

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2.3 Operating Agreement. The Operating Agreement of LLC, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Limited Liability Company until amended as provided therein.

3. Status and Conversion of Securities. The manner and basis of converting the shares of stock for P.A. and the nature and amount of membership units of LLC that shareholders in P.A. are to receive in exchange for such shares are as follows:

3.1 LLC Membership Unit. Each share of stock for P.A. which was issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid membership unit of LLC, and outstanding certificates representing common stock of P.A. shall thereafter represent membership units of LLC. Such certificates may, but need not be, exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Limited Liability Company.

4. Miscellaneous.

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Agreement of Merger by the Shareholders of P.A. if the Shareholders of P.A. or the Members of LLC duly adopt a resolution abandoning this Agreement of Merger.

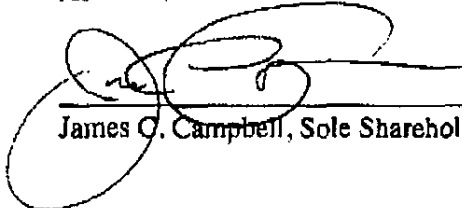
4.2 For the convenience of the Shareholders of P.A. and the Members of the LLC and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

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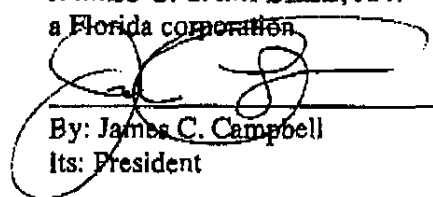
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IN WITNESS WHEREOF, this Agreement has been executed by P.A. and LLC all on the date first above written.

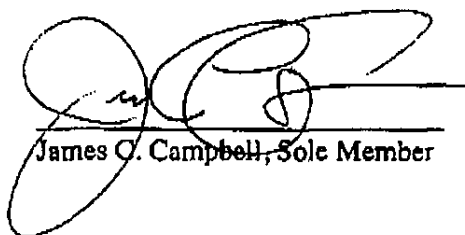
ATTEST:


James C. Campbell, Sole Shareholder
(SEAL)

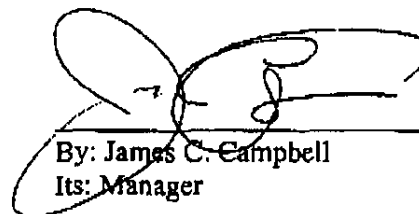
JAMES C. CAMPBELL, P.A.
a Florida corporation


By: James C. Campbell
Its: President

ATTEST:


James C. Campbell, Sole Member
(SEAL)

JAMES C. CAMPBELL, LLC,
a Florida limited liability company,


By: James C. Campbell
Its: Manager

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UNANIMOUS CONSENT OF THE SOLE MEMBER AND MANAGER
OF
JAMES C. CAMPBELL, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

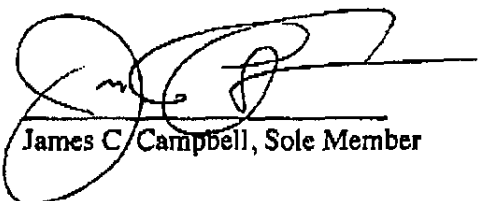
The undersigned, being the sole member and manager of JAMES C. CAMPBELL, LLC, a Florida limited liability company, hereby consents to the adoption of the following resolutions as though such were adopted at a duly noticed Special Meeting of Members held on 23rd day of December, 2014.

RESOLVED, That JAMES C. CAMPBELL, LLC shall merge with JAMES C. CAMPBELL, P.A., a Florida corporation, pursuant to the Agreement of Merger and Plan of Reorganization, a copy of which is attached to these minutes;

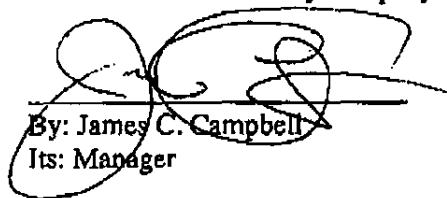
FURTHER RESOLVED, That upon due approval of the Agreement of Merger and Plan of Reorganization by the sole member and manager of JAMES C. CAMPBELL, LLC and by the shareholders of JAMES C. CAMPBELL, P.A., that the proper officer of JAMES C. CAMPBELL, P.A. is hereby authorized and directed to file a Certificate of Merger with the Secretary of State of the State of Florida, and to execute such other certificates or documents as may be necessary or desirable to effectuate the merger such that JAMES C. CAMPBELL, LLC shall be the surviving entity; and

FURTHER RESOLVED, That the Agreement of Merger and Plan of Reorganization is approved and adopted.

ATTEST:


James C. Campbell, Sole Member

JAMES C. CAMPBELL, LLC,
a Florida limited liability company


By: James C. Campbell
Its: Manager

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UNANIMOUS CONSENT OF THE BOARD OF
DIRECTORS AND OF THE SOLE SHAREHOLDER
OF
JAMES C. CAMPBELL, P.A., a Florida corporation

The undersigned, being all of the Directors of JAMES C. CAMPBELL, P.A., a Florida corporation (the "Corporation") hereby consent to the adoption of the following resolutions as though such had been duly adopted at a meeting of the Board of Directors held on 22nd day of December, 2014:

RESOLVED, That the Board of Directors of the Corporation hereby determines that the merger of this Corporation with JAMES C. CAMPBELL, LLC, a Florida limited liability company, upon the terms set forth in the Agreement of Merger and Plan of Reorganization submitted to this Board, a copy of which is attached hereto, is in the best interests of this Corporation and is recommended as acceptable to the Corporation's sole stockholder;

FURTHER RESOLVED, That the form and contents of the draft of the Agreement of Merger and Plan of Reorganization to be entered into between this Corporation and JAMES C. CAMPBELL, LLC, a Florida limited liability company, presented to this meeting is hereby approved and adopted; and

FURTHER RESOLVED, That the President of this Corporation is authorized and directed in the name and on behalf of this Corporation and under its corporate seal to execute and deliver the Agreement of Merger and Plan of Reorganization in the form or substantially the form of the draft thereof presented to this meeting, with such changes therein as the said President may approve, his execution thereof to be conclusive evidence of such approval; and

FURTHER RESOLVED, That the proper officers of this Corporation are authorized and directed to take such additional action as may be necessary or desirable to effect the intent of the foregoing resolutions; and

FURTHER RESOLVED, That this Unanimous Consent be filed in this Corporation's minute books.

JAMES C. CAMPBELL, P.A.,
a Florida corporation

By: James C. Campbell.
Its: Sole Director and Sole Shareholder

Seal

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