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**MERGER OR SHARE EXCHANGE
DUNHAMTRIMMER LLC**

Certificate of Status	0
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Merger
SEP 29 2016
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ARTICLES OF MERGER
of
DUNHAM TRIMMER LIMITED LIABILITY COMPANY,
a New Jersey Limited Liability Company
into
DUNHAM TRIMMER LLC,
a Florida Limited Liability Company

Pursuant to the provisions of Section 605.1021 – 605.1026, Florida Statutes, DUNHAM TRIMMER LIMITED LIABILITY COMPANY (the “Merged Company”), a New Jersey limited liability company and DUNHAM TRIMMER LLC (the “Surviving Company”), a Florida limited liability company, adopt the following Articles of Merger for the purpose of merging the Merged Company into the Surviving Company (the “Merger”).

Article I
Plan of Merger

The plan of merger for the Merger (the “Plan of Merger”) within the meaning of Section 605.1022, Florida Statutes, is as set forth in Exhibit A to these Articles of Merger, which is incorporated herein and made part of these Articles of Merger for all purposes.

Article II
Statement of Approval

The Plan of Merger was approved by the Surviving Company in accordance with the applicable provisions of Chapter 605 of the Florida Statutes and the Plan of Merger was approved by the Merged Company in accordance with the provisions of Title 42 of the New Jersey Statutes.

Article III
Compliance with Laws and Agreements

The Merger is permitted under the laws of the State of Florida and is not prohibited by the articles of organization or the operating agreement of any limited liability company that is a party to the Merger.

Article IV
Appraisal Rights

The Merged Company agrees to pay any members with appraisal rights the amount, to which members are entitled under Sections 605.1006 and 605.1061-605.1072 of the Florida Statutes.

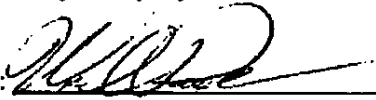
Article V
Effective Date

The Merger shall become effective upon the filing of these Articles of Merger with the Florida Secretary of State and the filing of the Articles of Merger with the New Jersey Division of Revenue for the merger of the Merged Company with and into the Surviving Company.

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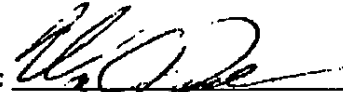
IN WITNESS WHEREOF, these Articles of Merger have been executed in accordance with the requirements of Section 605 of the Florida Statutes by the parties as of the 28th day of September 2016.

**DUNHAM TRIMMER LIMITED
LIABILITY COMPANY**, a New Jersey
Limited Liability Company

By: 
William C. Dunham, Manager

By: 
Mark C. Trimmer, Manager

DUNHAMTRIMMER LLC, a Florida Limited
Liability Company

By: 
William C. Dunham, Manager

By: 
Mark C. Trimmer, Manager

Kimberly Weidenbach 800-432-3622

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Exhibit A

Plan of Merger

(attached)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of September 28, 2016, by and between DUNHAM TRIMMER LIMITED LIABILITY COMPANY, a New Jersey limited liability company (the "NJ LLC") and DUNHAM TRIMMER LLC, a Florida limited liability company (the "FL LLC"), pursuant to the Florida and Nevada Statutes.

Background

The NJ LLC was formed as a limited liability company under the laws of the State of New Jersey on January 5, 2011 and is in good standing. The FL LLC was formed as a limited liability company on September 8, 2016, and is in good standing. The NJ LLC will merge with and into the FL LLC and the separate existence of the NJ LLC will cease (the "Merger"). The FL LLC will survive and own all of the rights and property and be subject to all of the liabilities of the NJ LLC.

Immediately after the Merger, each member of the NJ LLC will own a membership interest in the FL LLC with the same relative economic rights with respect to the real property as it possessed by virtue of its interest in the NJ LLC. Each member's respective indirect economic interest in the real property will therefore not change as a result of this Merger.

Operative Terms

1. Parties to the Merger. The name of each limited liability company that is a party to the Merger and the jurisdiction of formation are as follows:

Entity	Name	Jurisdiction of Formation	Entity Type	Florida Document/Registration Number
Merged Entity:	Dunham Trimmer Limited Liability Company	New Jersey	Limited Liability Company	n/a
Surviving Entity:	Dunham Trimmer LLC	Florida	Limited Liability Company	L16000166013

2. Merger. Upon the terms set forth in this Agreement, and in accordance with the Florida Revised Limited Liability Act (the "Act") and Title 42 of the New Jersey Revised Limited Liability Company Act ("Title 42"), at the Effective Time (as defined in Section 4 below), the NJ LLC shall be merged with and into the FL LLC. Following the Effective Time, the separate existence of the NJ LLC shall cease and the FL LLC shall continue as the surviving entity in the merger (the "Surviving Entity") and will succeed to and assume all rights and obligations of the NJ LLC in accordance with Title 42. Except as provided herein, the separate

existence of the FL LLC with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger will have the effects specified in Section 605.1026 of the Act.

3. Name and Address of Managers. The name and business address of the managers of the Surviving Entity are as follows:

Name of Managers:	Business Address:
Mark C. Trimmer	23335 Red Robin Place Bradenton, Florida 34202
William C. Dunham	23335 Red Robin Place Bradenton, Florida 34202

4. Effective Time. The FL LLC will cause Articles of Merger (the "Articles of Merger") to be executed as provided in Section 605.1025 of the Act and delivered to the Department of State of the State of Florida. The Merger shall be effective upon the filing of the Articles of Merger with the Secretary of State of Florida (the "Effective Time").

5. Effect of the Merger. The parties acknowledge and agree that, as a result of the merger of the NJ LLC into the FL LLC pursuant to this Agreement, each of the current members of the NJ LLC will directly own the following membership interest of the FL LLC:

Member	Membership Interest in NJ LLC	Membership Interest in FL LLC
Mark C. Trimmer	50%	50%
William C. Dunham	50%	50%
TOTAL	100%	100%

6. No Further Ownership Rights in the NJ LLC. All membership interests in the Surviving Entity issued in accordance with the terms of Section 5 above shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the membership interests of the NJ LLC to which such converted membership interests related. Following the Effective Time, there shall be no further registration of transfers on the membership interest transfer books of the Surviving Entity of the membership interests of the NJ LLC that were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates of membership interests of the NJ LLC are presented to the Surviving Entity, they shall be canceled and exchanged as provided in Section 5 above, except as otherwise provided by law.

7. Filing of Certified Articles of Merger. The FL LLC shall cause a copy of the Articles of Merger which has been certified by the Florida Department of State to be filed in the recording office of each county in which real property is held by the NJ LLC immediately prior to the Effective Time.

8. Appraisal Rights. The Surviving Entity shall pay to any member with appraisal rights, the amount to which such member is entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the Act.

9. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

10. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

11. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

12. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

13. Further Assurances. The parties shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement and Plan of Merger have been approved by each limited liability company that is a party to the merger in accordance with the requirements of Section 605.1023 of the Florida Statutes and Title 42 as of September 28, 2016.

**DUNHAM TRIMMER LIMITED
LIABILITY COMPANY**, a New Jersey
Limited Liability Company

By: 
Mark C. Trimmer, Manager

DUNHAM TRIMMER LLC, a Florida Limited
Liability Company

By: 
Mark C. Trimmer, Manager