

99000009279

Document Number Only

CT Corporation System
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CORPORATION(S) NAME

Tell No Man, LLC (FL) *L99-9279*

Merging: Tell No Man, LLC (TN)

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name _____
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Verifier _____
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W.P. Verifier _____

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FILE SECOND

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
Merger Sheet

MERGING:

TELL NO MAN, LLC a Tennessee Limited Liability Company not qualified in
Florida

into

TELL NO MAN, LLC, a Florida entity L99000009279

File date: December 28, 1999

Corporate Specialist: Lee Rivers

**ARTICLES OF MERGER OF TELL NO MAN, LLC, A TENNESSEE
LIMITED LIABILITY COMPANY, INTO TELL NO MAN, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

Pursuant to the provisions of the Florida Limited Liability Company Act, the undersigned hereby submits these Articles of Merger and states as follows:

1. The name of the merging limited liability company is Tell No Man, LLC, a Tennessee limited liability company, which was formed under the laws of Tennessee on December 22, 1998.
2. The name of the surviving limited liability company is Tell No Man, LLC, a Florida limited liability company, which was formed under the laws of Florida on December 28, 1999. L99-9279
3. A plan of merger has been approved and executed by the merging limited liability company and by the surviving limited liability company in accordance with law.
4. The principal executive office of the surviving limited liability company is located at 108 River Oaks Circle, Sanford, Florida 32771-9300.
5. The effective date of the merger is the date of filing of the Articles of Merger with the Secretary of State.
6. A copy of the plan of merger is attached hereto as Exhibit A.

DATED this 7th day of December, 1999.

**TELL NO MAN, LLC, a Tennessee
limited liability company**

By: _____

Its: Secretary

**TELL NO MAN, LLC, a Florida
limited liability company**

By: _____

Its: Secretary

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PLAN OF MERGER

THIS PLAN OF MERGER (the "Agreement") is made effective as of the filing in the office of the Secretary of State of the Articles of Merger by and among TELL NO MAN, LLC, a limited liability company formed under the laws of Tennessee ("Merging LLC") and TELL NO MAN, LLC, a limited liability company formed under the laws of Florida ("Surviving LLC").

W I T N E S S E T H:

WHEREAS the parties hereto desire that Merging LLC be merged with and into Surviving LLC on the terms and subject to the conditions set forth in this Plan of Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions and agreements set forth herein, the parties hereto hereby agree as follows:

ARTICLE 1 **THE MERGER**

1.1 **Merger**. Subject to the terms and conditions hereinafter set forth, Merging LLC shall be merged with and into Surviving LLC. Merging LLC shall cease to exist.

1.2 **Effective Time**. The Merger shall become effective as of the filing in the office of the Secretary of State of the Articles of the Merger ("Effective Time").

1.3 **Surviving LLC**. Surviving LLC shall be the surviving entity in the Merger. The members of the Surviving LLC shall be those persons who are members of the Merging LLC and those other persons who are hereafter admitted to Surviving LLC as members.

1.4 **Conversion of Interest**. At the Effective Time by virtue of the Merger and without any other further action on the part of Surviving LLC, Merging LLC or the members thereof, the interest of each member of Merging LLC shall be converted into membership interests in Surviving LLC, with the result that each member will own an equivalent interest in Surviving LLC.

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ARTICLE 2
ARTICLES AND OPERATING AGREEMENT OF SURVIVING LLC

The Articles of Organization of Surviving LLC shall remain the Articles of Organization of Surviving LLC. The Operating Agreement of Surviving LLC shall remain the Operating Agreement of Surviving LLC. Management of Surviving LLC shall continue to be vested in one or more managers, who initially shall be as follows:

Robert Poe
108 River Oaks Circle
Sanford, Florida 32771-9300

V. T. Murray, Jr.
10812 Scenic Highway
Lookout Mountain, GA 30750

ARTICLE 3
APPROVAL OF MERGER

3.1 Surviving LLC Approval. This Agreement and the Articles of Merger have been fully and duly approved by the sole member and manager of Surviving LLC.

3.2 Merging LLC Approval. This Agreement and the Certificate of Merger have been fully and duly approved by the members and Board of Governors of Merging LLC.

ARTICLE 4
MISCELLANEOUS

4.1 Amendment. This Plan of Merger may not be amended except by an instrument in writing signed by the parties hereto.

4.2 Waiver. At any time the parties hereto may waive compliance with any of the agreements or conditions contained herein.

4.3 Notices. All notices and other communications to be given or made hereunder by any party shall be delivered by first class mail or by personal delivery, postage or fees prepaid, to the other parties at the address provided by each party.

4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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4.5 Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party.

4.6 Entire Agreement. This Agreement, including the document and instruments referred to herein, constitutes the entire agreement and supercedes all other prior agreements and undertakings, both written and oral, between the parties or any of them with respect to the subject matter hereof.

4.7 Remedies. Except as otherwise expressly provided herein, this Agreement is not intended to confer upon any person not a party to this Agreement any rights or remedies hereunder.

4.8 Assignment. This Agreement shall not be assigned by operation of law or otherwise without the consent of all parties hereto.

4.9 No Implied Waiver. Except as expressly provided in this Agreement, no course of dealing among the parties hereto and no delay by any of them in exercising any right, power or remedy conferred herein or now or hereafter existing at law or in equity, by statute or otherwise, shall operate as a waiver of or otherwise prejudice any such right, power or remedy.

4.10 Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Florida as to all matters including but not limited to matters of validity, construction, effect, performance and remedies.

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TALLAHASSEE FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TELL NO MAN, LLC, a Tennessee limited liability company

By: [Signature]
Its: Secretary

TELL NO MAN, LLC, a Florida limited liability company

By: [Signature]
Its: Secretary

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