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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Suzor Properties, 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:

Robert W. Browning, Jr.

(Contact Person)

Johnson, Browning, & Clayton

(Firm/Company)

One North Tuttle Ave.

(Address)

Sarasota, FL 34237

(City, State and Zip Code)

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For further information concerning this matter, please call:

Robert W. Browning, Jr. at (941) 951-0707

(Name of Contact Person)

(Area Code and Daytime Telephone Number)

Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

**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>
The Waterfront Restaurant, Inc.	Florida	Corporation <i>PO2 000124362</i>

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>
Suzor Properties, LLC	Florida	Limited Liability Company <i>W2000031356</i>

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.

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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:

N/A

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: N/A

Mailing address: _____

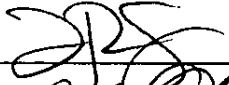
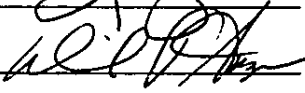
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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
The Waterfront Restaurant, Inc.		Jason Suzor, Pres.
Suzor Properties, LLC		Daniel T. Suzor, Member.

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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

AGREEMENT made effective this 1st day of January, 2007, between THE WATERFRONT RESTAURANT, INC., a Florida corporation having its principal office at 111 S. Bay Blvd., Ana Maria, FL 34216, hereinafter called the "Corporation", and SUZOR PROPERTIES, LLC, a Florida limited liability company having its principal office at 111 s. Bay Blvd., Ana Maria, Florida 34216, hereinafter the "LLC".

PLAN OF MERGER

The merger will consist, in general, of the merger of the Corporation into the LLC pursuant to the provisions of Sections 607.1101 and 608.438, Florida Statutes, upon the terms and conditions of this Agreement hereinafter set forth.

AGREEMENT

In order to consummate the foregoing Plan of Merger, the parties agree as follows:

1. *Merger of Entities.* Upon and subject to the terms and conditions herein stated, the Corporation will merge into the LLC and the separate existence of the Corporation shall cease. Any and all interests in real and personal property owned by the Corporation shall vest in the LLC and, to the extent the Corporation has any interest in real property, a certified copy of the Articles of Merger shall be recorded in any county in which an interest is held. Coincident with any such transfer of property interests, the Corporation shall deliver to the LLC possession of the properties and assets so conveyed.

2. *Ownership of the Shareholders and Members Following Merger.* The ownership of the Corporation is as follows:

<u>Shareholders</u>	<u>Shares Held</u>	<u>Ownership %</u>
Daniel T. Suzor & Melody A. Suzor, Husband and Wife, as Tenants by the Entirety	1000	50%
Jason R. Suzor and Leah Anne Suzor, Husband and Wife, as Tenants by the Entirety	1000	50%

The ownership of the Limited Liability Company is as follows:

<u>Members</u>	<u>Membership Units</u>	<u>Ownership %</u>
Daniel T. Suzor & Melody A. Suzor, Husband and Wife, as Tenants by the Entirety	1	50%

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Jason R. Suzor and Leah Anne
Suzor, Husband and Wife, as
Tenants by the Entirety

1

50%

Since each entity is 50% owned by Daniel and Melody Suzor, on the one hand, and Jason and Leah Suzor, on the other hand, the ownership of the LLC following the merger shall remain the same as it was before the merger.

3. *Liabilities.* The LLC understands that it shall, through this merger, be assuming and agreeing to be responsible for and to perform and discharge, all of the Corporation's contracts, obligations, and liabilities, of whatever nature as of this date, as set forth in the financial statements provided to the LLC by the Corporation and attached hereto as Exhibit "A".

4. *Representations of the LLC.* The Corporation enters into this agreement in reliance upon the warranties and representations of the LLC as follows:

(a) As of the closing date, the ownership of the LLC is as set forth in Paragraph 2 above.

(b) The Managers of the LLC are duly authorized to execute this Agreement pursuant to authorization of a majority of its Managers, all of whom are Members.

(c) The LLC's balance sheet dated December 31, 2006, which has been delivered to the Corporation is true and accurate and fairly presents its financial condition as of that date; and its Statement of Earnings for the fiscal year ended December 31, 2006, which has also been delivered, fairly presents the results of its operations for such period; there are no substantial liabilities, either fixed or contingent, not reflected in such financial statements other than contracts or obligations in the usual course of business; and no contracts or obligations in the usual course of business are liens or other liabilities which, if disclosed, would alter substantially the LLC's financial condition as reflected in such financial statements.

(d) Since December 31, 2006, there have not been, and prior to the closing there will not be, any material changes in the financial position of the LLC, except changes arising in the ordinary course of business.

(e) The LLC is not involved in any pending litigation or any governmental investigation or proceeding not reflected in such financial statements or otherwise disclosed in writing to the Corporation.

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(f) As of the closing date, the LLC will be in good standing as a Florida corporation.

5. *Representations of the Corporation.* The LLC enters into this agreement in reliance upon the warranties and representations of the Corporation as follows:

(a) As of the closing date, the shareholders of the Corporation and the respective shares in the company owned by them are as set forth in Paragraph 2 above.

(b) The officers of the Corporation are duly authorized to execute this Agreement pursuant to the authorization of its shareholders and directors.

(c) As of the closing date, the Corporation will be in good standing as a Florida corporation.

(d) The Corporation's balance sheet dated December 31, 2006, which has been delivered to the LLC is true and accurate and fairly presents its financial condition as of that date; and its Statement of Earnings for the fiscal year ended December 31, 2006, which has also been delivered, fairly presents the results of its operations for such period; there are no substantial liabilities, either fixed or contingent, not reflected in such financial statements other than contracts or obligations in the usual course of business; and no contracts or obligations in the usual course of business are liens or other liabilities which, if disclosed, would alter substantially the Corporation's financial condition as reflected in such financial statements.

(e) Since December 31, 2006, there have not been, and prior to the closing there will not be, any material changes in the financial position of the Corporation, except changes arising in the ordinary course of business.

(f) The Corporation is not in violation or default of any term of its Articles of Incorporation or Bylaws, or of any agreement, contract, commitment, instrument, indenture, judgement, decree or order, applicable to it and has timely filed all reports and any other documents required by it to be filed with any governmental agency. The execution, delivery and performance of this Agreement and the taking of action contemplated hereby will not result in any violation of or be in conflict with or constitute a default under (a) the Articles of Incorporation or Bylaws of the Corporation, or (b) any material agreement or instrument to which the Corporation is a party or by which it is bound, or (c) any material judgement, decree or order to which the Corporation is subject, or result in the creation of any material lien, charge or encumbrance on any of the properties of the Corporation.

(h) The Corporation has good and marketable title to all its properties, interests in properties and assets, real and personal, which are reflected in the latest balance sheet included in the Corporation's Financial Statements or acquired after that date (except properties, interests in properties and assets sold or otherwise disposed of since such date in the ordinary course of business), free and clear of all mortgages, liens, pledges, charges or encumbrances except: (i) statutory liens or claims not yet delinquent, (ii) such imperfections of title and easements as do not and will not materially detract from or interfere with the present or proposed use of the properties subject thereto or affected thereby, or otherwise materially impair present business operations of such properties, or (iii) as described in the Corporation's Financial Statements.

(i) The Corporation is not involved in any pending litigation or any governmental investigation or proceeding not reflected in such financial statements or otherwise disclosed in writing to the LLC.

6. *Closing.* The closing date under this agreement shall be held within ten (10) days after satisfaction of all of the conditions set forth in Paragraph 7 except as the parties may agree otherwise. The closing shall be held at the offices of Robert W. Browning, Jr. unless another place is mutually agreed upon by the parties.

7. *Conditions to the Corporation Closing.* The obligation of the Corporation to effect the transactions contemplated hereunder is subject to the satisfaction or waiver of the following further conditions

(a) All of the representations and warranties of the LLC contained in this Agreement shall be true as of the Closing Date as though such representations and warranties were then made in exactly the same language, and the LLC shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the Closing Date.

(b) All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the Corporation and its counsel and the Corporation and its counsel shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

(c) No action shall have been instituted by any governmental agency challenging the legality of the transaction or seeking to prevent or delay consummation of the transactions contemplated by this Agreement which shall have resulted in preliminary or permanent injunctive relief prohibiting consummation of the transaction.

8. *Conditions to the LLC Closing.* The obligation of the LLC to effect the transactions contemplated hereunder is subject to the satisfaction or waiver of the following further conditions

(a) Tentative approval to the transfer of all licenses presently held in the name of the Corporation shall have been obtained from the appropriate governmental bodies issuing such licenses;

(b) All of the representations and warranties of the Corporation contained in this Agreement shall be true as of the Closing Date as though such representations and warranties were then made in exactly the same language, and the Corporation shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the Closing Date. At the Closing, the LLC shall have received a certificate, dated the Closing, executed by the Corporation, certifying in such detail as the LLC may reasonably request as to the accuracy of such representations and warranties and the fulfillment of such obligations and compliance with such covenants as of the Closing;

(c) Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business or operations of the Corporation, nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business or operations of the Corporation;

(d) All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the LLC and its counsel and the LLC and its counsel shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

(e) No action shall have been instituted by any governmental agency challenging the legality of the transaction or seeking to prevent or delay consummation of the transactions contemplated by this Agreement which shall have resulted in preliminary or permanent injunctive relief prohibiting consummation of the transaction.

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9. *Delivery of Exhibits.* To the extent to which any of the Exhibits referred to herein have not been delivered to the appropriate party and are not attached hereto, it/they must be delivered to the other party prior to the Closing Date and the party to which the documents were to be delivered shall be entitled to cancel this Agreement if any such Exhibits reveal information which is detrimental to that party.

10. *Broker.* The parties represent to each other that no broker has been employed in connection with the transactions contemplated by this agreement, and each party shall indemnify the other against all loss, cost, damage, or expense, including counsel fees, incurred by the indemnified party in any action or any claim for brokerage fees or commissions based upon employment by the indemnifying party.

11. *Entire agreement.* This agreement constitutes the entire contract between the parties and each party shall be liable or bound to another in any manner by any warranties, representations, or guarantees except as specifically set forth herein.

12. *Modification.* This agreement may not be changed or modified except by an agreement in writing executed by both the Corporation and the LLC.

13. *Benefit.* The terms and conditions of this agreement shall inure to the benefit of and bind the respective legal representatives, successors, and assigns of the parties hereto.

14. *Governing law.* This agreement is made pursuant to and shall be construed under the laws of the State of Florida.

In witness whereof the parties hereto have duly caused this agreement to be executed as of the day and year first above written.

WITNESSES:

Paul
Terry Tamburino

WITNESSES:

Paul
Terry Tamburino

SUZOR PROPERTIES, LLC
By: Daniel T. Suzor
Daniel T. Suzor,
Manager

THE WATERFRONT RESTAURANT, INC.
By: Jason R. Suzor
Jason R. Suzor, President

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