

LO4000014441

Florida Department of State

Division of Corporations

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Account Number : 076424003301  
Phone : (813) 223-7474  
Fax Number : (813) 229-6553

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MERGER OR SHARE EXCHANGE

3725 10TH AVENUE, LLC

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Page Count	07
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-TRENAM KEMKER

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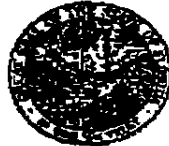
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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

JAN 10 2005 10:09  
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January 10, 2005

3725 10TH AVENUE, LLC  
101 E. KENNEDY BLVD.  
SUITE 2700  
TAMPA, FL 33602US

SUBJECT: 3725 10TH AVENUE, LLC  
REF: L04000014441

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Pursuant to section 608.438(3)(e), F.S., the plan of merger must provide the name(s) and address(es) of the manager(s) or managing member(s).

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt  
Document Specialist

FAK Aud. #: H05000001048  
Letter Number: 60SA00001608

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ARTICLES OF MERGER  
OF  
A&A COASTAL POLLUTION CLEANUP SERVICES, INC.  
INTO  
3725 10TH AVENUE, LLC

JAN 10 2005 4:08 PM

A&A COASTAL POLLUTION CLEANUP SERVICES, INC., a Florida corporation, and 3725 10TH AVENUE, LLC, a Florida limited liability company, acting in compliance with the provisions of Section 607.1109 and 608.4382, Florida Statutes, hereby certify as follows:

1. The name and jurisdiction of the surviving party is 3725 10th Avenue, LLC ("3725 10th Avenue"), a Florida limited liability company (Florida Document No. L04000014441).
2. The name and jurisdiction of the merging party is A&A Coastal Pollution Cleanup Services, Inc. ("A&A Coastal"), a Florida corporation.
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A".
4. The Agreement and Plan of Merger was approved by the members of 3725 10th Avenue on December 22, 2004;
5. The Agreement and Plan of Merger was approved by the sole share holder of A&A Coastal on December 22, 2004.
6. The merger shall become effective as of the date these Articles of Merger are filed with the Florida Department of State.

A&A COASTAL POLLUTION CLEANUP SERVICES, INC.

Dated: 12.22.04

By: [Signature]  
Richard J. McIntyre, President

3725 10TH AVENUE, LLC

Dated: 12.22.04

By: [Signature]  
Richard J. McIntyre, Manager

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Exhibit "A"  
Agreement and Plan of Merger

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JAN. 10. 2005 4:08PM TRENAM, KEMKER

NO. 0047 P. 5

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**AGREEMENT AND PLAN OF MERGER**

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A 10:09  
TRENAM, KEMKER

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into this 30th day of December, 2004, by and between **A&A COASTAL POLLUTION CLEANUP SERVICES, INC.**, a Florida corporation ("A&A Coastal"), and **3725 10TH AVENUE, LLC**, a Florida limited liability company ("3725 10th Avenue"). A&A Coastal and 3725 10th Avenue are sometimes collectively referred to in this Agreement as the "Constituent Business Entities" and each is sometimes referred to individually as a "Constituent Business Entity."

**WITNESSETH:**

**WHEREAS**, the Board of Directors or Managers, as the case may be, of each Constituent Business Entity deems it advisable and for the general welfare of such Constituent Business Entity and its owners that A&A Coastal merge with and into 3725 10th Avenue and that 3725 10th Avenue merge A&A Coastal with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

**NOW, THEREFORE**, the Constituent Business Entities, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

**1. PLAN OF MERGER.**

The Constituent Business Entities have agreed and do hereby agree each with the other that A&A Coastal shall be merged with and into 3725 10th Avenue, and that 3725 10th Avenue shall merge A&A Coastal with and into itself. 3725 10th Avenue shall be the surviving party in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

**2. EFFECTIVE DATE.**

The merger provided for in this Agreement shall become effective and the Constituent Business Entities shall be deemed to have merged as of as of the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

**3. MANNER OF CONVERTING SHARES.**

Pursuant to the merger, all of the outstanding shares of stock of A&A Coastal will be cancelled. No new membership interest in 3725 10th Avenue will be issued to the former sole shareholder of A&A Coastal. Each membership interest of 3725 10th Avenue that is issued and outstanding on the Effective Date shall continue and remain unchanged.

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4. EFFECT OF THE MERGER.

(a) Existence of A&A Coastal. On the Effective Date, the separate existence of A&A Coastal shall cease and it shall be merged with and into 3725 10th Avenue. Thereupon, all the property, real, personal, and mixed, and all interest therein of A&A Coastal and all debts due to it shall be transferred to and invested in 3725 10th Avenue without further act or deed and without reversion or impairment. 3725 10th Avenue shall thenceforth be responsible and liable for all the liabilities and obligations of A&A Coastal.

(b) Articles of Organization. The Articles of Organization of 3725 10th Avenue, in effect on the Effective Date, shall continue in full force and effect as the Articles of Organization of 3725 10th Avenue and shall not be changed or amended by the merger.

(c) Operating Agreement. The Operating Agreement of 3725 10th Avenue as in effect on the Effective Date, shall continue in full force and effect as the Operating Agreement of 3725 10th Avenue and shall not be changed or amended by the merger.

(d) Managers. Until altered by the members of 3725 10th Avenue, the duly elected managers and officers of 3725 10th Avenue shall continue to serve as the managers and officers of 3725 10th Avenue and shall not be changed or otherwise affected by the merger, which is Richard J. McIntyre, 101 E. Kennedy Boulevard, Suite 2700, Tampa, Florida, 33602.

5. CONDITIONS OF MERGER.

This Agreement shall promptly be submitted to the sole shareholder of A&A Coastal and to the members of 3725 10th Avenue for approval. The affirmative vote of the holder of all of the shares of A&A Coastal entitled to vote and the affirmative vote of the holders of all of the membership interests of 3725 10th Avenue entitled to vote shall be required for such approval.

6. REPRESENTATIONS AND WARRANTIES OF A&A COASTAL.

A&A Coastal hereby represents and warrants to 3725 10th Avenue that:

(a) Organization and Standing. A&A Coastal is a corporation duly organized and validly existing, and in good standing, under the laws of the State of Florida.

(b) Subsidiaries. A&A Coastal has no subsidiaries.

(c) Authority. The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of A&A Coastal. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of A&A Coastal by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

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(d) No Liabilities. Except to the extent previously disclosed to 3725 10th Avenue, A&A Coastal has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

(e) No Violation. The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of A&A Coastal, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of A&A Coastal is subject or to which A&A Coastal is a party.

7. REPRESENTATIONS AND WARRANTIES OF 3725 10TH AVENUE.

3725 10th Avenue hereby represents and warrants to A&A Coastal that:

(a) Organization and Standing. 3725 10th Avenue is a limited liability company duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) Authority. The execution, delivery and performance of this Agreement have been duly authorized and approved by the Managers of 3725 10th Avenue. Except for the member approval as required by Section 5 of this Agreement, no further action is required by the Florida Limited Liability Company Act or otherwise to make this Agreement a valid and binding agreement of 3725 10th Avenue, enforceable against 3725 10th Avenue in accordance with its terms.

(c) No Violation. The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Organization or operating agreement of 3725 10th Avenue, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of 3725 10th Avenue is subject or to which 3725 10th Avenue is a party.

8. GENERAL PROVISIONS.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) Headings. The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Expenses. 3725 10th Avenue shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.



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(d) Amendment; Termination. This Agreement may be terminated or amended by the mutual consent of the Board of Directors of A&A Coastal and managers of 3725 10th Avenue, whether before or after approval of this Agreement by the sole shareholder of A&A Coastal or by the members of 3725 10th Avenue.

3725 10TH AVENUE, LLC

(e) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

(f) Further Assurances. A&A Coastal agrees that from time to time following the Effective Date, as and when requested by 3725 10th Avenue, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as 3725 10th Avenue may deem necessary or desirable, in order more fully to vest in and confirm to 3725 10th Avenue title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officer or manager, as the case may be, to execute this Agreement and Plan of Merger.

A&A COASTAL POLLUTION CLEANUP SERVICES, INC.

By: Richard J. McIntyre  
Richard J. McIntyre, President

3725 10TH AVENUE, LLC

By: Richard J. McIntyre  
Richard J. McIntyre, Manager