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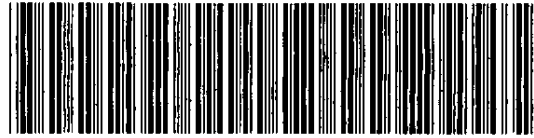
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J. BRYAN AUG 22 2008

J. BRYAN
SEP - 3 2008
EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: DAF & TAF, 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:

BRAD M. WOLFE

(Contact Person)

SLUTZKY, WOLFE AND BAILEY, LLP

(Firm/Company)

2255 Cumberland Pkwy, Bldg 1300

(Address)

ATLANTA, GA 30339

(City, State and Zip Code)

For further information concerning this matter, please call:

Brad M. Wolfe

(Name of Contact Person)

at (770) 438-8000

(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

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 22, 2008

BRAD M. WOLFE
SLUTZKY, WOLFE AND BAILEY, LLP
2255 CUMBERLAND PKWY, BLDG 1300
ATLANTA, GA 30339

SUBJECT: DAF & TAF, LLC
Ref. Number: L07000126658

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We have received your document for DAF & TAF, LLC and your check(s) totaling \$55.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

There is a balance due of \$25.00.

The plan of merger must be attached/included.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan
Regulatory Specialist II

Letter Number: 408A00047085

**CERTIFICATE OF MERGER
OF
1617 BROOKES AVE, LLC
(A California Limited Liability Company)
with and into
DAF & TAF, LLC
(A Florida Limited Liability Company)**

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Pursuant to the provisions of Chapter 608.438 of the Florida Limited Liability Company Act (the "FLLCA"), the undersigned 1617 BROOKES AVE, LLC, a California limited liability company ("Non-Surviving Company"), and DAF & TAF, LLC, a Florida limited liability company ("Surviving Company"), certify and adopt the following Articles of Merger for the purpose of effecting a merger (the "Merger") of the Non-Surviving Company with and into the Surviving Company in accordance with the provisions of Chapter 608.438 of the FLLCA:

1. The name of each of the entities that are a party to the Agreement and Plan of Merger dated August 9, 2008 (the "Plan of Merger"), the type of each such entity, and the state under which each such entity is organized are:

<u>Name of Entity</u>	<u>Type of Entity</u>	<u>State</u>
1617 Brookes Ave, LLC (File # 200600210183)	Limited Liability Company	California
DAF & TAF, LLC	Limited Liability Company	Florida

2. The Plan of Merger was approved and adopted in accordance with the provisions of Chapter 608.438 of the FLLCA providing for the merger of the Non-Surviving Company with and into the Surviving Company and resulting in the Surviving Company being the surviving entity in the Merger.

3. The Articles of Organization of the Surviving Company shall not be changed as a result of the Merger and shall continue in full force and effect unless amended or changed at a future date.

4. An executed copy of the Plan of Merger is on file at the principal place of business of the Surviving Company. The address of the principal place of business of the Surviving Company is 1202 Upas Street, San Diego, CA 92103.

5. A copy of the Plan of Merger will be furnished by the Surviving Company, on written request and without cost, to any shareholder or member of each domestic limited liability company or other entity and each foreign corporation or other entity that is a party to the Plan of Merger and to any creditor or obligee of the parties to the Merger at the time of the Merger if such obligation is then outstanding.

6. As to each of the undersigned entities that is a party to the Plan of Merger, the Plan of Merger was approved and authorized by all action required by the laws of the state under which it was organized and by its constituent documents.

7. The Surviving Company will be responsible for the payment of all fees and franchise taxes of both the Surviving Company and the Non-Surviving Company and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

8. The Merger will become effective on August 9, 2008.

DATED: August 9, 2008

NON-SURVIVING COMPANY
1617 BROOKES AVE, LLC
a California limited liability company

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By: Thomas A. Frerichs

Name: Thomas A. Frerichs

Title: Member/Manager

By: Dwight A. Frerichs

Name: Dwight A. Frerichs

Title: Member/Manager

SURVIVING COMPANY
DAF & TAF, LLC
a Florida limited liability company

By: Thomas A. Frerichs

Name: Thomas A. Frerichs

Title: Member/Manager

By: Dwight A. Frerichs

Name: Dwight A. Frerichs

Title: Member/Manager

AGREEMENT AND PLAN OF MERGER

-THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), effective as of August 9, 2008, is executed by DAF & TAF, LLC, a Florida limited liability company (the "Surviving Company"), and 1617 BROOKES AVE, LLC, a California limited liability company (the "Non-Surviving Company").

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RECITALS:

The respective members and managers of the Surviving Company and the Non-Surviving Company deem it advisable for the Non-Surviving Company to merge with and into the Surviving Company as authorized by the Florida Limited Liability Company Act ("FLLCA") and the Beverly-Killea Limited Liability Company Act (California Corporations Code Sec. 17000-17655) ("BKLLCA") on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants, and provisions herein contained, the parties hereto agree as follows:

ARTICLE I
The Merger

1.1 Merger. At the Effective Time (as defined in Section 1.2), the Non-Surviving Company shall be merged with and into the Surviving Company, the separate existence of the Non-Surviving Company shall cease, and the Surviving Company, as the survivor of such Merger, shall continue to exist by virtue of and shall be governed by the laws of the State of Florida.

1.2 Effective Time of Merger. On or before August 31, 2008, Articles of Merger setting forth the information required by, and otherwise in compliance with, the FLLCA shall be filed with the Secretary of State of the State of Florida setting forth information required by, and otherwise in compliance with, the BKLLCA shall be filed with the Secretary of State of the State of California. The merger of the Non-Surviving Company with and into the Surviving Company (the "Merger") shall become effective on August 9, 2008 (the time of such effectiveness is herein called the "Effective Time").

1.3 Effect of Merger. At the Effective Time, the Surviving Company, without further action, as provided by the laws of the State of Florida, shall succeed to and possess all the rights, privileges, and powers, of a public as well as of a private nature, of the Non-Surviving Company; and all property, real, personal, and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to the Non-Surviving Company, shall be deemed to be vested in the Surviving Company without further act or deed; and the title to any real estate, or any interest therein, vested in the Surviving Company or the Non-Surviving Company shall not revert or be in any way impaired by reason of the Merger. Such transfer to and vesting in the Surviving Company shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in the event of merger or consolidation by law or express provision in any contract, agreement, decree, order, or other instrument to which the Surviving Company or the Non-Surviving Company is a party or by which either of them is bound. The Surviving Company shall thenceforth be responsible

and liable for all debts, liabilities, and duties of the Non-Surviving Company which may be enforced against the Surviving Company to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. Neither the rights of the creditors nor any liens upon the property of the Surviving Company or the Non-Surviving Company shall be impaired by the merger.

1.4 Certificate of Formation. The Articles of Organization ("Articles of Organization") of the Surviving Company in effect at the Effective Time shall be and remain the Articles of Organization of the Surviving Company of such Merger until the same shall be amended as provided by law. No changes are to be effected to the Articles of Organization of the Surviving Company as a result of the Merger.

1.5 Regulations. The Regulations ("Regulations") of the Surviving Company in effect at the Effective Time shall be and remain the Regulations of the Surviving Company until the same shall thereafter be amended or repealed in accordance with the terms thereof.

1.6 Officers. The officers of the Surviving Company who are serving as such immediately prior to the Effective Time shall be and remain the officers of the Surviving Company from and after such Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation, or removal in accordance with law, the Surviving Company's Articles of Organization and its Regulations.

1.7 Managers. The managers of the Surviving Company who are serving as such immediately prior to the Effective Time shall be and remain the managers of the Surviving Company from and after such Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation, or removal in accordance with law, the Surviving Company's Articles of Organization and its Regulations.

ARTICLE II

Conversion of Membership Interests in the Merger

2.1 Surviving Company Membership Interests. By virtue of the Merger and without any action on the part of any person, at the Effective Time each membership interest of the Surviving Company issued and outstanding immediately prior to the Effective Time shall be cancelled.

2.2 Non-Surviving Company Shares. By virtue of the Merger and without any action on the part of any person, at the Effective Time all of the membership interest of the Non-Surviving Company that are issued and outstanding immediately prior to the Effective Time ("Non-Surviving Shares"), fifty percent (50%) of which membership interest is owned by Thomas A. Frerichs and the other fifty percent (50%) of membership interest is owned by Dwight A. Frerichs, shall automatically and without any action on the part of the holder thereof become and convert each into a fifty percent (50%) of membership interest of the Surviving Company ("Surviving Interest"). All certificates representing Non-Surviving Shares shall be surrendered for immediate cancellation; *provided, however*, that nothing herein shall be deemed to require such surrender in order for such conversion to be effective.

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ARTICLE III
Miscellaneous

3.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, except to the extent that the BKLLCA applies by its terms.

3.3 Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

3.4 Amendment. To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects the Non-Surviving Company or relates to the Merger (a) at any time before the Effective Time, by action taken by the of the Surviving Company and the Non-Surviving Company affected by such amendment or supplement and (b) at any time after the Effective Time, by action taken by the managers of the Surviving Company.

3.5 Surviving Company; Principal Place of Business. The Surviving Company will be a Florida limited liability company. The street address of the Surviving Company's principal place of business will be 1202 Upas Street, San Diego, CA 92103.

SIGNATURES ON FOLLOWING PAGE

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

SURVIVING COMPANY:

DAF & TAF, LLC,
a Florida limited liability company

By: Thomas A. Frerichs
Name: Thomas A. Frerichs
Title: Member/Manager

By: Dwight A. Frerichs
Name: Dwight A. Frerichs
Title: Member/Manager

NON-SURVIVING COMPANY:

1617 BROOKES AVE, LLC
a California limited liability company

By: Thomas A. Frerichs
Name: Thomas A. Frerichs
Title: Member/Manager

By: Dwight A. Frerichs
Name: Dwight A. Frerichs
Title: Member/Manager

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