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Florida Department of State
Division of Corporations
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE Bennett Point International, LLC

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$50.00

Merger
L10000016739
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1/22/14

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Jan. 20. 2014 12:25PM

No. 1357 P. 2/7

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**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. 605.1025, 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>
ORC, LLC	Florida	LLC
BENNETT POINT INTERNATIONAL, LLC	Florida	LLC

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>
Bennett Point International, LLC	Florida	LLC

THIRD: The 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, 605, 617, and/or 620, Florida Statutes.

FILED
14 JAN 21 PM 4:35
CLERK OF CIRCUIT COURT
JAN 21 2014

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FOURTH: Please check one of the boxes that apply to surviving entity:

This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.

This entity is created by the merger and is a domestic filing entity, the public organic record is attached.

This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

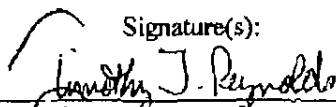

Not Applicable

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

Not Applicable

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ORC, LLC		Timothy J. Reynolds
Bennett Point International, LLC		Timothy J. Reynolds

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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 an authorized person

Fees:

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
Certified Copy (optional):	\$30.00

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**AGREEMENT AND PLAN OF MERGER
OF**

**ORC, LLC
(a Florida limited liability company)**

WITH AND INTO

**BENNETT POINT INTERNATIONAL, LLC
(a Florida limited liability company)**

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of January 10, 2014, between ORC, LLC, a Florida limited liability company ("Merger LLC"), and BENNETT POINT, LLC, a Florida limited liability company ("Surviving LLC"). Merger LLC and Surviving LLC, are sometimes referred to individually as a "Company" and collectively as the "Companies".

WHEREAS, Surviving LLC is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 295 River Drive, Tequesta, FL 33469; and

WHEREAS, Merger LLC is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 295 River Drive, Tequesta, FL 33469; and

WHEREAS, the Companies desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida which laws permit such a merger; and

WHEREAS, the members of Merger LLC and the sole Member of Surviving LLC have determined that it is in the best interest of each of the Companies to merge and such members have duly approved and authorized the execution and delivery of this Agreement and the merger described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. THE MERGER: EFFECTIVE TIME

Section 1.1 The Merger. Subject to the terms and conditions contained in this Agreement, at the Effective Time, Merger LLC shall be merged with and into Surviving LLC and the separate existence of Merger LLC shall thereupon cease (the "Merger"). Surviving LLC shall be the surviving entity after the Merger and shall continue to be governed by the laws of the State of Florida, shall succeed to all rights, assets, liabilities and obligations of Merger LLC, and

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the separate existence of Surviving LLC with all its rights, privileges, powers, immunities, purposes and franchises shall continue unaffected by the Merger.

Section 1.2 Effective Time. The Merger shall become effective upon filing of the Certificate of Merger with the Florida Department of State (the "Effective Time") in accordance with the Florida Limited Liability Company Act (the "Act").

ARTICLE II. CONVERSION OF MEMBER INTERESTS IN THE MERGER; APPRAISAL RIGHTS

Section 2.1 Conversion of Member Interests of Merger LLC. At the Effective Time, each member of Merger LLC shall be entitled to receive a cash payment for such membership interest equal to the amount of their capital contributions to the Merger LLC as reflected on Merger LLC's books and records and upon receipt of the return of said capital contributions the membership interests of Merger LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and retired and cease to exist.

Section 2.2 Appraisal Rights. Holders of the membership interests acknowledge that they may have certain rights pursuant to Sections 608.438, 608.4351 and 608.4381 Florida Statutes in connection with the Merger and by virtue of their execution hereof hereby waive any and all rights to notice and appraisal that they may have pursuant to the Act.

ARTICLE III. TERMINATION AND AMENDMENT

Section 3.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Agreement by the mutual consent of the Companies by action of their respective members.

Section 3.2 Effect of Termination and Abandonment. Upon termination of this Agreement and abandonment of the Merger pursuant to this Article III, no party hereto (or any of its members) shall have any liability or further obligation to the other party to this Agreement, except that nothing herein will relieve any party from liability for any breach of this Agreement.

Section 3.3 Amendment. The members of each Company may amend this Agreement at any time prior to the filing of Certificate of Merger with the Florida Secretary of State; provided, that an amendment made subsequent to the adoption of this Agreement by the members of either Company shall not, without further approval by the members, (a) alter or change the amount or kind of shares, securities, property and/or rights to be received by Merger LLC members in exchange for or on conversion of all or any of their member interests of Merger LLC; (b) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the members of Surviving LLC. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

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ARTICLE IV. MISCELLANEOUS AND GENERAL

Section 4.1 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 4.3 Entire Agreement etc. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 4.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[signature page follows]

Jan, 20, 2014 12:26PM

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IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

SURVIVING LLC
BENNETT POINT INTERNATIONAL, LLC

By: Timothy J. Reynolds
Timothy J. Reynolds

Its: Sole Member

MERGER LLC
ORC, LLC

By: Timothy J. Reynolds
Timothy J. Reynolds

Its: Sole Member