

L 010660062703

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

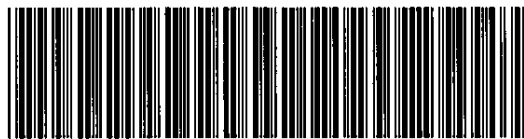
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

*[Handwritten signature]*

Office Use Only



800107040728

RECEIVED

07 AUG 17 PM 2:49

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED

07 AUG 17 PM 4:02

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

FILED  
07 AUG 17 PM 4:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE 060380 83216A

AUTHORIZATION

COST LIMIT : \$ 90.00

ORDER DATE : August 17, 2007

ORDER TIME : 1:57 PM

ORDER NO. : 060380-005

CUSTOMER NO: 83216A

78.75

ARTICLES OF MERGER

FIFTH AVENUE LOFTS, INC.

INTO

475, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Kelly Courtney

EXAMINER'S INITIALS: \_\_\_\_\_

**FILED**  
JUN 17 PM 4:02  
CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA  
ted liability

FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

- FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

- FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

- FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

- FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

- FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

FILED  
JUN 17 PM 4:02  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

St. Petersburg Florida 33701

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of this 17<sup>th</sup> day of AUGUST 2007

475, LLC

By: 

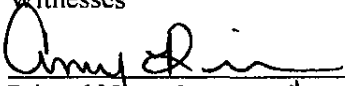
Dorothy Webb, managing member

Witnesses



Printed Name THOMAS E. REYNOLDS

Witnesses



Printed Name Amy Hiser

FIFTH AVENUE LOFTS, INC

By: 

Dorothy Webb Director/ President

Witnesses



Printed Name THOMAS E. REYNOLDS

Witnesses

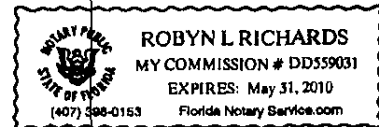


Printed Name Amy Hiser

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 17<sup>th</sup> day of August 2007, by Dorothy Webb, director for FIFTH AVENUE LOFTS, INC who is [☒] personally known to me or [ ] who has produced \_\_\_\_\_ as identification, and who executed the foregoing document before the above witnesses and myself.

Robyn Richards  
NOTARY PUBLIC  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 17<sup>th</sup> day of August 2007, by Dorothy Webb, managing member of 475 LLC, who is [☒] personally known to me or [ ] who has produced \_\_\_\_\_ as identification, and who executed the foregoing document before the above witnesses and myself.

Robyn Richards  
NOTARY PUBLIC  
My Commission Expires:



**PLAN AND AGREEMENT OF REORGANIZATION**

**By merger of  
FIFTH AVENUE LOFTS, INC.  
with and into  
475, LLC.  
Under the name of  
475, LLC**

This is a Plan and Agreement of Merger (Agreement) between FIFTH AVENUE LOFTS, INC., a Florida corporation (the Merging Corporation), and 475, LLC, a Florida limited liability company (the Surviving Company).

**ARTICLE 1. PLAN OF MERGER**

Plan Adopted

1.01. A plan of merger of FIFTH AVENUE LOFTS, INC. and 475, LLC pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(a) FIFTH AVENUE LOFTS, INC. shall be merged with and into 475, LLC, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Company shall be 475, LLC.

(c) When this agreement becomes effective, the separate corporate existence of FIFTH AVENUE LOFTS, INC. shall cease, and the Surviving Company shall succeed, without other transfer, to all the rights and property of FIFTH AVENUE LOFTS, INC. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each constituent Corporation and Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Company will carry on business with the assets of FIFTH AVENUE LOFTS, INC., as well as with the assets of 475, LLC.

(e) The members of 475, LLC will retain their membership interest of the Surviving Company.

(f) The Articles of Organization of 475, LLC as existing on the effective date of the merger, shall continue in full force as the Articles of Organization of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.



Effective Date

1.02. The effective date of the merger (Effective Date) shall be the date the State of Florida Department of State files the Articles of Merger.

**ARTICLE 2. REPRESENTATIONS AND WARRANTIES  
OF CONSTITUENT CORPORATIONS AND COMPANY**

Nonsurvivor

2.01. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, FIFTH AVENUE LOFTS, INC. represents and warrants to the Surviving Company as follows:

(a) FIFTH AVENUE LOFTS, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) All required federal, state, and local tax returns of FIFTH AVENUE LOFTS, INC. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. FIFTH AVENUE LOFTS, INC. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to FIFTH AVENUE LOFTS, INC. to execute this Agreement and perform its obligations under this Agreement, 475, LLC represents and warrants to FIFTH AVENUE LOFTS, INC. as follows:

(a) 475, LLC is a Florida limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with company power and authority to own property and carry on its business as it is now being conducted.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.



**ARTICLE 3. MANNER OF CONVERTING INTEREST AND SHARES AND RIGHTS TO ACQUIRE**

3.01. There will be no conversion of the shares or interest in FIFTH AVENUE LOFTS, INC. or in 475, LLC since 475, LLC, the Surviving Company is, or prior to the merger will be, the sole shareholder of FIFTH AVENUE LOFTS, INC.

3.02. There is no manner or basis of converting the rights to acquire the interest, shares, obligations and other securities of each merged party into rights to acquire the interests, shares, obligations and other securities of the Surviving Company, in whole or part, since 475, LLC, the Surviving Company is the sole shareholder of FIFTH AVENUE LOFTS, INC.

**ARTICLE 4. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

Interim Conduct of Business; Limitations

4.01. Except as limited by this Paragraph 4.01, pending consummation of the merger, each of the constituent Corporation and Company will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of 475, LLC pending consummation of the merger, FIFTH AVENUE LOFTS, INC. shall not:

(a) Create or issue any indebtedness for borrowed money.

(b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders and Members

4.02. This Agreement shall be submitted separately to the shareholders and members of the constituent Corporation and Company in the manner provided by the laws of the State Florida for approval.

Conditions Precedent to Obligations of FIFTH AVENUE LOFTS, INC.

4.03. Except as may be expressly waived in writing by FIFTH AVENUE LOFTS, INC. all of the obligations FIFTH AVENUE LOFTS, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by 475, LLC:





(a) The representations and warranties made by 475, LLC to FIFTH AVENUE LOFTS, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If 475, LLC shall discover any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to FIFTH AVENUE LOFTS, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from FIFTH AVENUE LOFTS, INC.

(b) 475, LLC shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

Conditions Precedent to Obligations  
of 475, LLC

4.04. Except as may be expressly waived in writing by 475, LLC all of the obligations of 475, LLC under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by FIFTH AVENUE LOFTS, INC.:

(a) The representations and warranties made by FIFTH AVENUE LOFTS, INC. to 475, LLC in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If FIFTH AVENUE LOFTS, INC. shall discover any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to 475, LLC and shall either correct the error, misstatement, or omission or obtain a written waiver from 475, LLC.

(b) FIFTH AVENUE LOFTS, INC. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.



## **ARTICLE 5. DIRECTORS AND OFFICERS AND MANAGING MEMBERS**

### **Managing Member of Survivor**

5.01.

(a) The present Managing Members of 475, LLC shall continue to serve as the Managing Member of the Surviving Company until the next annual meeting or until their successors have been qualified in accordance with the Operating Agreement of 475, LLC.

(b) On the Effective Date, the name and address of the sole Managing Member of the Surviving Company is as follows:

DOROTHY WEBB  
100 4<sup>TH</sup> AVENUE SOUTH #100  
ST. PETERSBURG FLORIDA 33701

## **ARTICLE 6. OPERATING AGREEMENT**

### **Operating Agreement of Survivor**

6.01. The Operating Agreement of 475, LLC as existing on the Effective Date of the merger, shall continue in full force as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

## **ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR**

### **Nature and Survival of Representations and Warranties**

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of FIFTH AVENUE LOFTS, INC., 475, LLC or the stockholders or members pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders and members shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders or members shall act as a waiver of any representation or warranty made under this Agreement.

## **ARTICLE 8. TERMINATION**

### **Circumstances**

8.01. This Agreement may be terminated and the merger may be abandoned at any time

prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders and members of either of the constituent Corporation and Company:

(a) By mutual consent of the Board of Directors and Managing Member of the constituent Corporation and Company.

(b) At the election of the Board of Directors of either constituent Corporation and Company if:

(1) The number of shareholders or members of either constituent Corporation and Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors and Managing Member, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent Corporation and Company, or any of its assets, that, in the opinion of either Board of Directors and Managing Member, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors and Managing Member, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors or Managing Member, any materially adverse change in the business or condition, financial or otherwise, of either constituent Corporation and Company.

#### Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President or the Managing Member of the constituent Corporation and Company whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent Corporation and Company.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent Corporation and Company as a result of the termination and abandonment.



## **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

### Further Assurances

9.01. FIFTH AVENUE LOFTS, INC. agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. FIFTH AVENUE LOFTS, INC further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

### Entire Agreement; Counterparts

9.02. This Agreement and the exhibits, if any, to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

### Controlling Law

9.03. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

### Separability

9.04. In case any one or more of the provisions contained in this Agreement or any application thereof shall be deemed invalid, illegal, or unenforceable in any respect, such affected provisions shall be construed and deemed rewritten so as to be enforceable to the maximum intent permitted by law, thereby implementing to the maximum extent possible, the intent of the parties hereto, and the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

### Binding Nature

9.05. This Agreement shall be binding on the parties, their heirs, legal representatives, successors, and assigns, and on the Corporation and Company, its successors, and assigns.



IN WITNESS WHEREOF, the undersigned caused this Plan and Agreement of Reorganization by way of merger to be executed on this 17<sup>th</sup> day of August, 2007.

FIFTH AVENUE LOFTS, INC

By: [Signature]  
DOROTHY WEBB director

Witnesses

[Signature]  
Printed Name THOMAS E. REYNOLDS

[Signature]  
Printed Name Amy Hiser

475 LLC

By: [Signature]  
DOROTHY WEBB  
Managing Member

Witnesses

[Signature]  
Printed Name THOMAS E. REYNOLDS

[Signature]  
Printed Name Amy Hiser

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 17<sup>th</sup> day of August, 2007, by Dorothy Webb, director for FIFTH AVENUE LOFTS, INC who is [☒] personally known to me or [☐] who has produced \_\_\_\_\_ as identification, and who executed the foregoing document before the above witnesses and myself.

[Signature]  
NOTARY PUBLIC



My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 17<sup>th</sup> day of August 2007, by Dorothy Webb, Managing Member of 475 LLC, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification, and who executed the foregoing document before the above witnesses and myself.

Robyn Richards  
NOTARY PUBLIC  
My Commission Expires:

