

Apr. 11 2007 2:13 PM

No. 8922 Page 1/10

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Account Number : I19990000260
Phone : (904) 739-9747
Fax Number : (904) 739-9748

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MERGER OR SHARE EXCHANGE

Blue Way Developers, LLC

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$122.50

\$95.00

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Apr. 11. 2007 2:13PM

No. 6922 P. 2/10

H07000095409 3

CERTIFICATE OF MERGER

THIS CERTIFICATE OF MERGER is submitted to merge the following Florida profit corporations and Florida limited liability company in accordance with Florida Statutes §607.1109 and §608.4382.

1.0 Parties. The exact name, entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Blue Way, Inc. (hereinafter referred to as "BW") P97-89524	Florida	Corporation
Blue Way Holdings, Inc. (hereinafter referred to as "BWH") P 94-58854	Florida	Corporation
Blue Way Developers, LLC (hereinafter referred to as "BWD")	Florida	Limited liability company

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2.0 Surviving Entity. The surviving entity shall be Blue Way Developers, LLC, a Florida limited liability company (hereinafter referred to as "BWD").

3.0 Approval. The attached Plan and Agreement of Merger was approved by each Florida profit corporation and Florida limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 607 and 608 of the Florida Statutes. This Certificate of Merger was approved by the directors and shareholders of BW and BWH on the 29th day of December, 2006 and by the members and managers of BWD on the 29th day of December, 2006.

4.0 Effective Date. For state law purposes, the effective date of the merger shall be effective the date this Certificate of Merger is filed with the Florida Department of State. For federal income tax purposes, the merger shall be deemed effective January 1, 2007.

5.0 Articles of Organization. The Articles of Organization of BWD following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Organization of BWD upon any other person whomsoever are subject to this reserve power, shall

H07000095409 3

Apr. 11. 2007 2:13PM

No. 6922 P. 3/10

H07000095409 3

continue as the Articles of Organization of BWD as the Surviving Entity. Such Articles of Organization shall constitute the Articles of Organization of BWD separate and apart from this Certificate of Merger and may be separately certified as the Articles of Organization of BWD.

6.0 Operating Agreement. The Operating Agreement of BWD shall be the Operating Agreement of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7.0 Further Assurance of Title. If at any time BWD shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to BWD any right, title, or interest of BW and/or BWH held immediately prior to the Effective Date, BW and/or BWH and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in BWD as shall be necessary to carry out the purposes of this Certificate of Merger, and BWD and its Managers are fully authorized to take any and all such action in the name of BWD or otherwise.

8.0 Exchange of Existing Stock. As of the Effective Date and immediately prior to the merger, BW has one hundred (100) issued and outstanding shares of common stock and BWH has one hundred issued and outstanding shares of common stock. Neither BW nor BWH have any other issued and outstanding shares of stock of any class or kind. Upon the merger, all of the outstanding and issued shares of common stock of BW shall be retired and canceled and a .01% (1/100%) fully paid interest in BWD shall be issued to each stockholder of BW in exchange for each share of common stock of BW owned by the stockholder. Upon the Effective Date, all of the outstanding and issued shares of common stock of BWH shall be retired and canceled and a .447% (44.7/100%) fully paid interest in BWD shall be issued to each stockholder of BWH in exchange for each share of common stock of BWH owned by the stockholder. The stockholders owning all of the issued and outstanding shares of common stock of BW and BWH shall cumulatively receive Forty-Five and Seven-Tenths Percent (45.7%) fully paid interests in BWD.

9.0 Conversion of Outstanding Stock. Upon the Effective Date of the merger, each of the issued and outstanding shares of common stock of BW and BWH and all rights in respect thereof shall be converted into the percentage of fully paid interests in BWD provided above, with all rights and interests provided therein. Each certificate representing ownership of the common stock of BW or BWH shall for all purposes be deemed to evidence ownership of the corresponding interest in BWD. The holders of such certificates shall not be required to immediately surrender the same in exchange for interests in BWD but BWD will cause to be issued therefor certificates for or statement evidencing the holder's ownership of the appropriate number of interests in BWD.

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Apr. 11. 2007 2:14PM

No. 6922 P. 4/10

H07000095409 3

10.0 Reduction of Existing Interests in BWD. Due to the additional capital contributed to BWD as a result of the merger, each fully paid one percent (1%) interest in BWD owned by the existing members of BWD prior to the merger shall be converted to a .543 percent (54.3/100%) fully paid interest in BWD with each existing member's percentage interest in BWD rounded to the nearest tenth. The existing members of BWD shall cumulatively retain 54.3% of the interests in BWD. The table below provides the applicable reduction of interests to the existing members of BWD.

Reduction of Percentage of Ownership of Existing Members of BWD		
% Owned Before Merger	Reduction Factor	% Owned After Merger
45%	.543	24.4%
25%	.543	13.6%
20%	.543	10.9%
10%	.543	5.4%

11.0 Book Entries and Taxes. For federal income tax purposes BWD constitutes a partnership. The merger contemplated hereby shall be treated as a tax free contribution of assets to a partnership in accordance with Section 720 of the Internal Revenue Code. As of the Effective Date the assets and liabilities of BW and BWH shall be recorded on the books of BWD at the amounts at which they were carried on the books of BW and BWH, immediately prior to the Effective Date.

12.0 Managers. The name of the Managers of BWD following the Effective Date shall be the same persons currently serving as Managers of BWD.

13.0 Amendment. This Certificate of Merger cannot be altered or amended except pursuant to an instrument in writing signed by all of the parties hereto.

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No. 6922 P. 5/10

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EXECUTION

Under penalties of perjury, the undersigned, having been duly authorized, declare that they have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

Effective this 8th day of March, 2007.

Blue Way, Inc., a Florida Profit Corporation

By: _____

Giorgio Azzalin, as its President

Blue Way Holdings, Inc., a Florida Profit Corporation

By: _____

Giorgio Azzalin, as its President

Blue Way Developers, LLC, a Florida limited liability company

By: _____

Giorgio Azzalin, as a Manager

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No. 6922 P. 6/10

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PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER executed on the 8th day of March, 2007, by and between Blue Way, Inc., a Florida corporation (hereinafter referred to as "BW"), Blue Way Holdings, Inc., a Florida corporation (hereinafter referred to as "BWH"), and Blue Way Developers, LLC, a Florida limited liability company (hereinafter referred to as "BWD").

The Parties to this Plan and Agreement of Merger agree as follows:

ARTICLE 1.0 MERGER OF BW AND BWH INTO BWD

Upon the effective date (as defined in Article 4.0) BW and BWH shall be merged with and into BWD and the separate existence of BW and BWH shall cease. BWD (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida. The address of the registered or principal office of the Surviving Entity in Florida is 12276-427 San Jose Boulevard, Jacksonville FL 32223 and the mailing address of the Surviving Entity is 12276-427 San Jose Boulevard, Jacksonville FL 32223.

ARTICLE 2.0 CERTIFICATE OF ORGANIZATION

The Articles of Organization of BWD as amended shall be the Articles of Organization of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Operating Agreement of BWD as in effect on the effective date, shall be the Operating Agreement of the Surviving Entity until altered, amended or repealed, as provided therein.

ARTICLE 3.0 STATUS AND CONVERSION OF STOCK

On the effective date and immediately prior to the merger, BW has One-Hundred (100) issued and outstanding shares of common stock and BWH has One-Hundred (100) issued and outstanding shares of common stock. Neither BW nor BWH have any other issued and outstanding shares of stock of any class or kind. Upon the merger all of the issued and outstanding shares of common stock currently held by the shareholders of BW and BWH, shall be retired and terminated and in exchange for their common stock the shareholders of BW shall receive a .01 percent (1/100%) fully paid interest in BWD for each retired and terminated share of BW and the shareholders of BWH shall receive a .447 percent (44.7/100%) fully paid interest in BWD for each retired and terminated share

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Apr. 11. 2007 2:15PM

No. 6922 P. 7/10

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of BWH. After the effective date, each shareholder of BW and BWH may surrender their shares to BWD and shall be entitled to receive in exchange therefor a certificate or statement representing their appropriate interest in BWD.

ARTICLE 4.0 REDUCTION IN EXISTING BWD INTERESTS

Due to the additional capital contributed to BWD as a result of the merger, each fully paid one percent (1%) interest in BWD owned by the existing members of BWD prior to the merger shall be converted to a .543 percent (54.3/100%) fully paid interest in BWD with each existing members percentage of ownership rounded to the nearest tenth. The existing members of BWD shall cumulatively retain 54.3% of the interests in BWD. The table below provides the applicable reduction of interests to the existing members of BWD.

Reduction of Percentage of Ownership of Existing Members of BWD		
% Owned Before Merger	Reduction Factor	% Owned After Merger
45%	.543	24.4%
25%	.543	13.6%
20%	.543	10.9%
10%	.543	5.4%

ARTICLE 5.0 SHAREHOLDERS APPROVAL: EFFECTIVE DATE

This Agreement shall be submitted for approval to all shareholders of BW and BWH and all members of BWD, respectively, at meetings thereof held on or prior to the effective date, (or such later date as the respective managers or boards of directors shall mutually approve), called and held separately in accordance with Florida law, as applicable.

ARTICLE 6.0 FURTHER ASSURANCE

Before the effective date, BW, BWH and BWD shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, BWD shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to BWD full title to and possession of all the properties, assets, rights, privileges and obligations of BW and BWH, then the persons who were the directors, officers and shareholders of BW and BWH as of the effective date shall take all such action and execute and deliver all such instruments as BWD may so determine to be necessary or desirable.

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Apr. 11. 2007 2:15PM

No. 6922 P. 8/10

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ARTICLE 7.0 CERTAIN EFFECTS OF MERGER

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of BW and BWH shall be possessed by BWD subject to the obligations and duties of BW and BWH and all property, real, personal and mixed owned by and all debts due to BW and BWH on whatever account shall be vested in BWD and shall thereafter be as effectually the property of BWD as they were of BW and BWH and the title to any real estate vested in BW and BWH, shall thereafter be as effectually the property of BWD as they were of BW and BWH; as provided in Florida Statutes Section 607.11101 and all liens upon any property of BW and BWH shall be preserved unimpaired, and all debts, liabilities and duties of BW and BWH shall upon the effective date attach to BWD and may be enforced against BWD to the same extent as if such debts, liabilities and duties had been incurred or contracted by BWD.

ARTICLE 8.0 REGISTRATION SUBSEQUENT TO MERGER

The parties unanimously agree that the merger of BW and BWH into BWD qualifies for exemption from registration with the Securities and Exchange Commission.

ARTICLE 9.0 EXPENSES

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by BWD.

ARTICLE 10.0 MISCELLANEOUS

10.1 Specific Performance. The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

10.2 Attorney Fees. In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial or appellate proceedings.

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Apr. 11. 2007 2:15PM

No. 6922 P. 9/10

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10.3 Remedies. All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

10.4 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

10.5 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

10.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 Modification. No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

10.8 Headings. Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

10.9 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in Duval County, Florida.

10.10 Entire Agreement. This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

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Apr. 11. 2007 2:16PM

No. 6922 P. 10/10

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10.11 Benefit. This Agreement shall not be assignable by either party.

10.12 Gender and Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

ARTICLE 11.0 EXECUTION

This Plan and Agreement of Merger has been approved by the Directors and Shareholders of BW and BWH and the Managers and Members of BWD and shall be effective on the date provided above.

Blue Way Inc., a Florida Profit Corporation

By: _____

Giorgio Azzalin, as its President

Blue Way Holdings, Inc., a Florida Profit Corporation

By: _____

Giorgio Azzalin, as its President

Blue Way Developers, LLC, a Florida limited liability company

By: _____

Giorgio Azzalin, as a Manager

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