

L030000013636

Florida Department of State

Division of Corporations

Public Access System

FILED

2005 DEC 30 P 1:23

Electronic Filing Cover Sheet

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H05000295439 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations

Fax Number : (850) 203-0380

From:

Account Name : RUDEN, MCCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.

Account Number : 076077000521

Phone : (954) 527-2428

Fax Number : (954) 333-4001

RECEIVED

05 DEC 30 AM 8:00

DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE**LIGHT BULB, LLC**

Certificate of Status	1
Certified Copy	1
Page Count	11
Estimated Charge	\$175.00

AL**\$110.00**

Electronic Filing Menu

Corporate Filing

Public Access Help

ARTICLES OF MERGER

FILED

2005 DEC 30 P 1:23

The following articles of merger are being submitted in accordance with sections 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
1. Team Preforeclosure, LLC 303-B Anastasia Boulevard Suite #156 Saint Augustine, Florida 32080	St. Augustine, FL	LLC
Florida Document/Registration Number: <u>L05000052778</u>		FEI Number: <u>202969189</u>

2. Mr. Preforeclosure, LLC 303-B Anastasia Boulevard Suite #156 Saint Augustine, Florida 32080	St. Augustine, FL	LLC
Florida Document/Registration Number: <u>L05000037411</u>		FEI Number: <u>202793744</u>

3. Light Bulb, LLC 303-B Anastasia Boulevard Suite #156 Saint Augustine, Florida 32080	St. Augustine, FL	LLC
Florida Document/Registration Number: <u>L03000013636</u>		FEI Number: <u>562250472</u>

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Name and Street Address	Jurisdiction	Entity Type
Light Bulb, LLC 303-B Anastasia Boulevard Suite #156 Saint Augustine, Florida 32080	St. Augustine, FL	LLC
Florida Document/Registration Number: <u>L03000013636</u>		FEI Number: <u>562250472</u>

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

H050002954393

FILED

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

December 30, 2005

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction. The Managing Member and address of the surviving party is:

Managing Member: SOFIA KALLER

Address: 303-B Anastasia Boulevard, Suite #151
Saint Augustine, Florida 32080

FILED

2005 DEC 30 P 1:23

SECRETED Name of Individual
TALLAHASSEE, FLORIDA

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity	Signature(s)	Typed or Printed Name of Individual
<u>Team Preforeclosure, LLC</u>	<u>Sofia Kaller</u>	<u>Sofia Kaller</u>
<u>Mr. Preforeclosure, LLC</u>	<u>Sofia Kaller</u>	<u>Sofia Kaller</u>
<u>Light Bulb, LLC</u>	<u>Sofia Kaller</u>	<u>Sofia Kaller</u>

(Attach additional sheet(s) if necessary)

REQUIRED SIGNATURES FOR EACH ENTITY TYPE:

All Corporations: Signature of Chairman, Vice Chairman, President or any officer.
 All General Partnerships: Signatures of two partners.
 All Domestic Limited Partnerships: Signatures of all general partners.
 All Non-Florida Limited Partnerships: Signature of one general partner.
 All Limited Liability Companies: Signature of a member or authorized representative of a member.
 All Other Business Entities: In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

STREET ADDRESS: MAILING ADDRESS:

Registration Section Registration Section
 Division of Corporations Division of Corporations
 Clifton Building P.O. Box 6327
 2661 Executive Center Circle Tallahassee, Florida 32314
 Tallahassee, Florida 32301

FILING FEES:

For each Limited Partnership: \$52.50 (If merger filed pursuant to s. 608.4382, \$25.00)
 For each Limited Liability Company: \$25.00
 For each Corporation: \$35.00
 For each General Partnership: \$25.00
 All Others: No Charge

Dec-30-2005 03:23pm From-RUDEN MCCLOSKEY 17 FL ST

2547544885

Y-668 P.005/012 F-714

FILED

2005 DEC 30 P 1:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER AGREEMENT

AMONG

MR. PREFORECLOSURE, LLC

and

TEAM PREFORECLOSURE, LLC.

and

LIGHT BULB, LLC

December 30, 2005

FTL-1513173:1

4450002954.39 2

FILED

MERGER AGREEMENT AND PLAN OF MERGER

This Merger Agreement and Plan of Merger (this "Agreement") is made and entered into as of December 30, 2005, by and among **MR. PREFORECLOSURE, LLC**, a Florida limited liability company ("Mr. P"); **TEAM PREFORECLOSURE, LLC**, a limited liability company ("Team"); and **LIGHT BULB, LLC**, a Florida limited liability company ("LB").

RECITALS

The following is a recital of facts underlying this Agreement.

- A. Mr. P, Team and LB are all Florida limited liability companies owned by the same Members and the companies operate businesses that are complementary to one another.
- B. Mr. P and Team desire to be merged into LB with LB as the surviving entity.
- C. Because Mr. P, Team and LB are all owned by the same Members in the same relative ownership percentages, each Member of Mr. P and each Member of Team will become a Member of LB in the same percentage as they currently hold in LB.
- D. It is intended that the Merger will result in the assets of Mr. P and or Team being treated as contributions of capital to LB.
- E. It is intended that this Agreement shall constitute a "Plan of Merger" for all purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the parties set forth herein and intending to be bound hereby, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the provisions of the Florida Limited Liability Company Act (the "Act"), Mr. P and Team shall be merged with and into LB as soon as practicable following the satisfaction or waiver of the conditions set forth in Article VI. Following the Merger, the separate corporate existence of Mr. P and Team shall cease, and LB shall continue its existence under the laws of Florida. LB, in its capacity as the entity surviving the Merger, is hereinafter sometimes referred to as the "Surviving Entity." It is anticipated that following the Merger, LB will change its name to "Team Preforeclosure, LLC"

1.2 Effective Time. The Merger shall be consummated on the date of the Closing (as defined in Section 6.1) by filing with the Secretaries of the State of Florida a certificate of merger (the "Certificate of Merger") in such form as is required by and executed in accordance with the Act. The Merger shall become effective (the "Effective Time") when such documents have been filed or at such later time as shall be specified in the Certificate of Merger.

1.3 Effects of the Merger/Conversion of Company Common Stock. The following shall constitute effects of the Merger:

1.3.1 Effects. The Merger shall have the effects set forth in the Act.

1.3.2 Conversion of Member Interests. At the Effective Time, by virtue of the Merger and without any further action on the part of the parties, all of the Member Interests of Mr. P and Team shall be converted into Membership Interests in LB so that the Members of Mr. P and the Member of Team shall own the same Membership Interests in LB as they own in Mr. P and Team, respectively. All Member Interests in Mr. P and in Team, by virtue of the Merger and without any action on the part of the holder thereof, shall no longer be outstanding and shall be cancelled and retired and shall cease to exist, and each Member of Mr. P and Team shall thereafter cease to have any rights with respect to such dissolved entities.

1.4 Operating Agreement. The Certificate of Merger shall provide that at the Effective Time (i) the Certificate of Formation of LB as in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Entity, and (ii) the Operating Agreement of LB in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Entity, in each case until amended in accordance with applicable law.

1.5 Manager. From and after the Effective Time, the manager of LB shall be the Manager of the Surviving Entity.

1.6 Additional Actions. If, at any time after the Merger, any further deeds, assignments or assurances in law or any other acts shall be necessary or desirable to vest, perfect or confirm, of record or otherwise, in LB its right, title or interest in, to or under any of the rights, properties or assets of Mr. P or Team, or otherwise carry out the provisions of this Agreement, Mr. P and Team shall be deemed to have granted to LB an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law and to take all acts as are reasonably necessary, proper or desirable to vest, perfect or confirm title to and possession of such rights, properties or assets in LB and otherwise to carry out the provisions of this Agreement, and the manager of LB is authorized in the name of the Mr. P and Team or otherwise to take any and all such action.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF LB

In order to induce Mr. P and Team to enter into this Agreement, LB hereby represents and warrants to Mr. P and Team that the statements contained in this Article II are true, correct and complete.

2.1 Organization and Standing. LB is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida with full power and authority to own, lease, use and operate its properties and to conduct its business as and where now owned, leased, used, operated and conducted and is not in default in the performance, observance or fulfillment of any provision of its Certificate of Formation or Operating Agreement.

2.2 Power and Authority. LB has all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement, related agreements and documents necessary or helpful to effectuating the transactions contemplated by this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by LB in accordance with its Operating Agreement. This Agreement has been duly executed and delivered by LB, and constitutes the legal, valid and binding obligations of LB, enforceable against it in accordance with its terms.

2.3 Capitalization of Mr. P and Team. As of the date of this Agreement, the Members of LB own their Membership Interests in the same percentages as the same persons own as Members of Mr. P and Team.

2.4 Conflicts, Consents and Approval. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not:

2.4.1 Conflict with, or result in a breach of any provision of the Certificate of Formation or the Operating Agreement of LB;

2.4.2 Violate, or conflict with, or result in a breach of any provision of, or constitute a default of any agreement or instrument to which LB is a party or result in any loss of any benefit under, or entitle any party to terminate, accelerate or call a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of LB;

2.4.3 Violate any order, writ, injunction, decree, statute, rule or regulation, applicable to LB or its properties or assets; or

2.4.4 Require any action or consent or approval of, or review by, or registration or filing with any third party or any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory body, agency, instrumentality or authority (a "Governmental Authority").

2.5 Acquiring Not for Resale. LB is acquiring Mr. P and Team pursuant to this Agreement not with a view toward or for resale in connection with any distribution thereof, or with any intention of distributing or selling such securities in violation of the Securities Act.

ARTICLE III

REPRESENTATIONS AND WARRANTIES AS TO MR. P AND TEAM

In order to induce LB to enter into this Agreement, Mr. P and Team hereby represent and warrant to LB that the statements contained in this Article III are true, correct and complete.

FILED

3.1 **Organization and Standing.** Mr. P and Team are limited liability companies duly organized, validly existing and in good standing under the laws of the state of Florida with full power and authority to own, lease, use and operate their respective properties and to conduct their respective businesses and where now owned, leased, used, operated and conducted and are not in default in the performance, observance or fulfillment of any provision of their respective Certificates of Formation or Operating Agreements.

3.2 **Power and Authority.** Mr. P and Team have all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement, related agreements and documents necessary or helpful to effectuating the transactions contemplated by this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Mr. P and Team. This Agreement has been duly executed and delivered by Mr. P and Team, and constitutes the legal, valid and binding obligations of Mr. P and Team, enforceable against it in accordance with its terms.

3.3 **Capitalization of LB.** As of the date of this Agreement, the Members of Mr. P and Team own their Membership Interests in the same percentages as the same persons own as Members of LB.

3.4 **Conflicts, Consents and Approval.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not:

3.4.1 Conflict with, or result in a breach of any provision of the Certificate of Formation or Operating Agreement of Mr. P or Team;

3.4.2 Violate, or conflict with, or result in a breach of any provision of, or constitute a default of any agreement or instrument to which is a party or result in any loss of any benefit under, or entitle any party to terminate, accelerate or call a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Mr. P or Team;

3.4.3 Violate any order, writ, injunction, decree, statute, rule or regulation, applicable to Mr. P or Team or their properties or assets; or

3.4.4 Require any action or consent or approval of, or review by, or registration or filing with any third party or any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory body, agency, instrumentality or authority (a "Governmental Authority").

ARTICLE IV COVENANTS OF THE PARTIES

The parties hereto agree as follows with respect to the period from and after the execution of this Agreement.

4.1 **Cooperation.** Each of the parties shall use its reasonable efforts to take all action and to do all things necessary to consummate the transactions contemplated hereby (including, without limitation, using its reasonable efforts to cause the conditions set forth in Article V for which they are responsible to be satisfied as soon as reasonably practicable and to prepare, execute and deliver such further instruments and take or cause to be taken such other and further action as any other party hereto shall reasonably request).

4.2 **Disclosure of Confidential Information.** Except to the extent authorized by the express prior written consent of a party, the other parties to this Agreement shall not disclose any Confidential Information as defined herein, except as such disclosure may be required by law or any legal process. Confidential Information shall include, without limitation, all information regarding the products, services, customers, business plans, methods and procedures, accounting data, contract forms, commission structures, business and financial models, files and accounting and financial data of a party to this Agreement. Without limiting the generality of the foregoing, the parties acknowledge and agree that all of the Confidential Information is a trade secret under the laws of the State of Florida and that the Confidential Information derives independent economic value, actual or potential, from not being generally known to the public or other persons or entities which can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, the applicable provisions of this Agreement being an example of such efforts.

ARTICLE V

CLOSING

The closing (the "Closing") of the Merger shall take place on December 30, 2005.

ARTICLE VI

TERMINATION AND AMENDMENT

6.1 **Termination.** This Agreement may be terminated at any time prior to the Closing Date by any party and the effect of such termination is that this Agreement shall be deemed to be null and void *ab initio* and each party shall pay its own expenses incurred to the date of termination and neither party shall have a claim or cause of action against the other as a result of the termination. Termination may be affected only by a party giving notice to the other parties to this Agreement in the manner provided herein for giving notice.

6.2 **Amendment.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VII

MISCELLANEOUS

7.1 **Survival of Representations and Warranties.** All representations and warranties made by the parties in this Agreement, or in connection with the negotiation, execution and performance of this Agreement, shall survive the Closing. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of the parties to complete the Closing, each party shall be entitled to rely upon the representations and warranties set forth herein, and none of such representations and warranties shall be deemed waived or modified in any respect by reason of any such investigation.

7.2 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally

recognized on night courier service to the party to be served notice at the following address: 109-B Anastasia Boulevard, Suite 151, Saint Augustine, FL 32080.

FILED

7.3 **Headings.** When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

105-1026 98-22
COUNTY OF ST. LUCIE
TALLAHASSEE, FLORIDA

7.4 **Counterparts.** This Agreement may be executed in counterparts, which together shall constitute one and the same fully integrated Agreement.

7.5 **Entire Agreement.** This Agreement and the exhibits and schedules attached to it and signed or initialed by the parties constitutes the entire agreement among the parties and supersede all prior agreements and understandings, agreements or representations by or among the parties, written and oral, with respect to the subject matter hereof and thereof.

7.6 **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to create any third party beneficiaries.

7.7 **Governing Law; Resolution of Disputes.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

7.8 **Remedies for Breach.** A party to this Agreement shall be entitled to seek and enforce all remedies available to it under this Agreement, by law or at equity, without an election of remedies.

7.9 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7.10 **Expenses.** Except as otherwise specifically provided herein, each of the parties shall pay and be responsible for their own costs and expenses associated with the transactions contemplated hereby.

7.11 **Severability.** In the event that this Agreement, or any of its provisions, or the performance of any provision, is found to be illegal or unenforceable under applicable law now or hereafter in effect, the parties shall be excused from performance of such portions of this Agreement as shall be found to be illegal or unenforceable under applicable law without affecting the validity of the remaining provisions of this Agreement; provided, that the remaining provisions of this Agreement shall in their totality constitute a commercially reasonable agreement. Should any method of termination of this Agreement or a portion thereof be found to be illegal or unenforceable, such method shall be reformed to comply with the requirements of applicable law so as, to the greatest extent possible, to allow termination by that method. Nothing herein shall be construed as a waiver of any party's right to challenge the validity of such law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their signatures below:

Dec-30-2005 09:34am From:RUDEM MCCLOSKEY 17 FL ST

0547844888

T-859 P.012/012 F-714

MR. PREFORECLOSURE, LLC
a Florida limited liability company
By: Sofia Kelley

FILED

Its: Managing Member 2005 DEC 30 P 1:
"Mr. P" SECRETARY OF STA
TALLAHASSEE, FLOR

TEAM PREFORECLOSURE, LLC
a Florida limited liability company

By: Sofia Kelley
Its: Managing Member
"Team"

LIGHT BULB, LLC
a Florida limited liability company

By: Sofia Kelley
Its: Managing Member
"LB"

PTL:7813173:1

405000295439 2