

Dec. 28, 2007, 2:03PM
Division of Corporations

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Florida Department of State
Division of Corporations
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Account Number : I20020000137

Phone : (904) 301-1269

Fax Number : (904) 301-1279

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MERGER OR SHARE EXCHANGE

Zenith Real Estate Investments I, LLC

Certificate of Status	0
Certified Copy	1
Page Count	11
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1680.00

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Corporate Filing Menu

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Help
EFFECTIVE DATE
12-31-07

EXAMINER

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**CERTIFICATE OF MERGER
OF
THE ZENITH GROUP, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
WITH AND INTO
ZENITH REAL ESTATE INVESTMENTS I, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

Zenith Real Estate Investments I, LLC, a Florida limited liability company (the "Surviving Company"), pursuant to Section 608.4382 of the Florida Limited Liability Company Act (the "Act"), hereby delivers this Certificate of Merger (this "Certificate") to the Department of State of the State of Florida for filing. For purposes of complying with the applicable terms and conditions contained in the Act with respect to the merger of The Zenith Group, LLC, a Florida limited liability company (the "Terminating Company"), with and into the Surviving Company (the "Merger"), the Surviving Company has caused its duly authorized officers to execute and deliver this Certificate, and to acknowledge, certify and state under penalty of perjury, the following:

**ARTICLE I
NAMES, PRINCIPAL ADDRESSES AND JURISDICTIONS OF
THE CONSTITUENT LIMITED LIABILITY COMPANIES**

The name, principal address and jurisdiction of each of the constituent limited liability companies involved in the Merger are as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
603-32109 The Zenith Group, LLC One Independent Drive, Suite 1200 Jacksonville, Florida 32202	Florida	Limited Liability Company
603-32157 Zenith Real Estate Investments I, LLC One Independent Drive, Suite 1200 Jacksonville, Florida 32202	Florida	Limited Liability Company

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**ARTICLE II
SURVIVING LIMITED LIABILITY COMPANY; NAME OF SURVIVING COMPANY**

The Surviving Company is the surviving limited liability company in the Merger.

**ARTICLE III
AGREEMENT AND PLAN OF MERGER**

Each of the Terminating Company and the Surviving Company adopted, approved, authorized, confirmed and ratified that certain Agreement and Plan of Merger, dated as of December 28, 2007, a copy of which is attached hereto as Exhibit A (the "Merger Agreement"), in accordance with the applicable terms and conditions contained in the Act. Pursuant to sections 608.455 and 608.4381(3) of the Act, the members of the Terminating Company, have waived any and all notice requirements before the approval of the Merger Agreement and the filing of this Certificate with the Department of State of the State of Florida.

EFFECLIVE DATE
12-31-07

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ARTICLE IV MANAGER APPROVAL

4.1 Terminating Company.

Pursuant to the applicable terms and conditions contained in the Act, the Terminating Company's managers adopted, approved, authorized, confirmed and ratified the Merger Agreement, the Merger and this Certificate by Unanimous Written Consent of the Managers in Lieu of a Special Meeting dated December 28, 2007.

4.2 Surviving Company.

Pursuant to the applicable terms and conditions contained in the Act, the Surviving Company's managers adopted, approved, authorized, confirmed and ratified the Merger Agreement, the Merger and this Certificate by Unanimous Written Consent of the Managers in Lieu of a Special Meeting dated December 28, 2007.

ARTICLE V MEMBER APPROVAL

5.1 Terminating Company.

Pursuant to the applicable terms and conditions contained in the Act, the Terminating Company's sole member adopted, approved, authorized, confirmed and ratified the Merger Agreement, the Merger and this Certificate by Written Consent of the Sole Member in Lieu of a Special Meeting dated December 28, 2007.

5.2 Surviving Company.

Pursuant to the applicable terms and conditions contained in the Act, the Surviving Company's sole member adopted, approved, authorized, confirmed and ratified the Merger Agreement, the Merger and this Certificate by Written Consent of the Sole Member in Lieu of a Special Meeting dated December 28, 2007.

ARTICLE VI COMPLIANCE WITH APPLICABLE LAWS

The Terminating Company has taken all actions required by the Act to adopt, approve, authorize, confirm and ratify the Merger Agreement, the Merger and the performance by the Terminating Company of all of its rights and obligations contained in the Merger Agreement.

ARTICLE VII EFFECTIVE DATE AND TIME

The Merger shall be effective as of 11:59 p.m., Eastern Standard Time, on December 31, 2007 (the "Effective Time").

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TALLAHASSEE, FLORIDA

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Dec. 28. 2007 3:04PM

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IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be executed and delivered by its duly authorized officers as of December 28, 2007.

THE ZENITH GROUP, LLC

By: 
G. Ray Driver, Jr., President

ZENITH REAL ESTATE INVESTMENTS I, LLC

By: 
G. Ray Driver, Jr., President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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No. 0430 P. 5/12

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EXHIBIT A

Agreement and Plan of Merger

See attached.

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TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of December 28, 2007, is by and between The Zenith Group, LLC, a Florida limited liability company (the "Terminating Company"), and Zenith Real Estate Investments I, LLC, a Florida limited liability company (the "Surviving Company").

RECITALS

A. Section 608.438(2) of the Florida Limited Liability Company Act (the "Act") allows a limited liability company to merge with and into another limited liability company if the parties to the merger comply with the Act.

B. In accordance with the applicable terms and conditions contained in the Act, (i) the Terminating Company's sole member adopted, approved, authorized, confirmed and ratified the Merger (as defined in Section 1.1) upon the terms and conditions contained in this Agreement by executing the Written Consent of the Sole Member in Lieu of a Special Meeting dated December 28, 2007, and (ii) the Terminating Company's managers adopted, approved, authorized, confirmed and ratified the Merger upon the terms and conditions contained in this Agreement by executing the Unanimous Written Consent of the Managers in Lieu of a Special Meeting dated December 28, 2007.

C. In accordance with the applicable terms and conditions contained in the Act, (i) the Surviving Company's sole member adopted, approved, authorized, confirmed and ratified the Merger upon the terms and conditions contained in this Agreement by executing the Written Consent of the Sole Member in Lieu of a Special Meeting dated December 28, 2007, and (ii) the Surviving Company's managers adopted, approved, authorized, confirmed and ratified the Merger upon the terms and conditions contained in this Agreement by executing the Unanimous Written Consent of the Managers in Lieu of a Special Meeting dated December 28, 2007.

AGREEMENT

ACCORDINGLY, in consideration of the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I GENERAL

1.1 The Merger.

Upon the terms and conditions contained in this Agreement, and in accordance with the applicable terms and conditions contained in the Act, at the Effective Time (as defined in Section 1.2), the Terminating Company shall be merged with and into the Surviving Company (the "Merger"). As a result of the Merger, the separate existence of the Terminating Company shall cease and the Surviving Company shall continue as the surviving limited liability company of the Merger.

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CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

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1.2 Effective Time of the Merger.

The Merger shall be effective as of 11:59 p.m., Eastern Standard Time, on December 31, 2007 (the "Effective Time").

1.3 Effect of the Merger.

Except as expressly provided elsewhere in this Agreement, the Terminating Company and the Surviving Company shall be affected by the Merger in the manner provided by the applicable terms and conditions contained in the Act.

1.4 Articles of Organization and Operating Agreement.

(a) Articles of Organization. The Surviving Company's Articles of Organization, as in effect immediately prior to the Effective Time (the "Articles of Organization"), shall remain the Surviving Company's Articles of Organization from and after the Effective Time until they are amended, modified, supplemented and/or restated pursuant to the applicable terms and conditions contained in the Act.

(b) Operating Agreement. The Surviving Company's Operating Agreement, as in effect immediately prior to the Effective Time (the "Operating Agreement"), shall remain the Surviving Company's Operating Agreement from and after the Effective Time until it is amended, supplemented, modified, restated and/or repealed pursuant to the applicable terms and conditions contained in the Act, the Articles of Organization and/or the Operating Agreement.

1.5 Managers and Officers.

(a) Managers. The Surviving Company's managers in office immediately prior to the Effective Time shall remain the Surviving Company's managers from and after the Effective Time until such managers' successors are duly elected or appointed and qualified pursuant to the applicable terms and conditions contained in the Articles of Organization and the Operating Agreement, or until the earlier of such managers' respective deaths, resignations or removals.

(b) Officers. The Surviving Company's officers in office immediately prior to the Effective Time shall remain the Surviving Company's officers from and after the Effective Time until such officers' successors are duly elected or appointed and qualified pursuant to the applicable terms and conditions contained in the Operating Agreement, or until the earlier of such officers' respective deaths, resignations or removals.

1.6 Taking of Necessary Action; Further Assurances.

Prior to the Effective Time, the parties hereto shall take, or cause to be taken, all such actions as may be necessary, proper or advisable in order to effectuate the Merger pursuant to the terms and conditions contained in this Agreement.

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ARTICLE II EFFECT OF MERGER ON MEMBERSHIP UNITS AND OTHER SECURITIES

2.1 The Terminating Company's Membership Units.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Terminating Company or the Surviving Company, all of the Terminating Company's issued and outstanding membership units automatically shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto.

2.2 The Terminating Company's Other Securities.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Terminating Company or the Surviving Company, any and all options, warrants and other securities exercisable or exchangeable for, or convertible into, the Terminating Company's membership units or other securities of the Terminating Company shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto.

2.3 The Surviving Company's Membership Units.

The Surviving Company's issued and outstanding membership units shall not be affected or changed by the Merger.

2.4 The Surviving Company's Other Securities.

The Surviving Company's options, warrants and other securities exercisable or exchangeable for, or convertible into, the Surviving Company's membership units or other securities of the Surviving Company shall not be affected or changed by the Merger.

ARTICLE III APPROVAL OF AGREEMENT; FILING OF DOCUMENTS

3.1 Approval.

The Surviving Company's managers, by Unanimous Written Consent of the Managers in Lieu of a Special Meeting dated December 28, 2007, have adopted, approved, authorized, confirmed and ratified this Agreement and the Merger. The Terminating Company's managers, by Unanimous Written Consent of the Managers in Lieu of a Special Meeting dated December 28, 2007, have adopted, approved, authorized, confirmed and ratified this Agreement and the Merger. The Surviving Company's sole member, by Written Consent of the Sole Member in Lieu of a Special Meeting dated December 28, 2007, has adopted, approved, authorized, confirmed and ratified this Agreement and the Merger. The Terminating Company's sole member, by Written Consent of the Sole Member in Lieu of a Special Meeting dated December 28, 2007, has adopted, approved, authorized, confirmed and ratified this Agreement and the Merger.

3.2 Filing of Certificate of Merger.

As soon as practicable, (i) the Terminating Company shall execute the Certificate of Merger, in the form attached hereto as Exhibit A (the "Certificate"), (ii) the Surviving Company shall execute the Certificate, and (iii) the Surviving Company shall cause the Certificate to be delivered to and filed with the Department of State of the State of Florida.

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ARTICLE IV MISCELLANEOUS

4.1 Interpretation and Construction.

The use in this Agreement of the word "including" means "including, without limitation." The words "herein," "hereof," "hereunder," "hereby," "hereto," and other words of similar import refer to this Agreement as a whole, including the Certificate, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular article, section, subsection, paragraph, subparagraph or clause contained in this Agreement or the Certificate. All references to articles, sections, subsections, paragraphs, subparagraphs and clauses mean the articles, sections, subsections, paragraphs, subparagraphs and clauses contained in this Agreement and Certificate, except where otherwise stated. The title of and the article, section and paragraph headings contained in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or conditions contained in this Agreement. Where specific language is used to clarify by example a general statement contained in this Agreement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

4.2 Governing Law.

All questions concerning the construction, enforceability, interpretation, and validity of this Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether in the State of Florida or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Florida to apply. In furtherance of the foregoing, the internal laws of the State of Florida shall control the construction and interpretation of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction ordinarily would apply.

4.3 Remedies.

Each of the parties hereto shall have and retain all rights and remedies existing in its favor under this Agreement, at law or in equity, including rights to bring actions for specific performance, injunctive relief and other equitable relief (including the remedy of rescission) to enforce or prevent a breach or violation of any term or condition contained in this Agreement, and all such rights and remedies shall, to the extent permitted by applicable law, be cumulative and a party's exercise or pursuit of any such right or remedy shall not preclude such party from exercising or pursuing any other available right or remedy.

4.4 Notices.

All notices or other communications delivered pursuant to the terms and conditions contained in this Agreement shall be in writing and shall be deemed to be sufficient if delivered personally, telecopied, sent by nationally-recognized, overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) if to the Terminating Company, to:

The Zenith Group, LLC
One Independent Drive, Suite 1200

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OF FLORIDA
TALLAHASSEE

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Jacksonville, Florida 32202
Attention: Mr. G. Ray Driver, Jr.
Telephone No.: (904) 301-1269
Facsimile No.: (904) 301-1279

(b) if to the Surviving Company, to:

Zenith Real Estate Investments I, LLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attention: Mr. G. Ray Driver, Jr.
Telephone No.: (904) 301-1269
Facsimile No.: (904) 301-1279

All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by telecopy, on the date of such delivery (if sent on a business day, or if sent on other than a business day, on the next business day after the date sent), (iii) in the case of delivery by nationally-recognized, overnight courier, on the business day following dispatch, and (iv) in the case of mailing, on the third business day following such mailing.

4.5 Benefits of Agreement; Assignment.

All of the terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Anything contained in this Agreement to the contrary notwithstanding, this Agreement shall not be assignable by any party hereto without the express prior written consent of the other parties hereto. Any attempted assignment in violation of this Section 4.5 shall be void *ab initio*.

4.6 No Third Party Beneficiaries.

Except as expressly provided in this Agreement, this Agreement shall not confer any rights or remedies upon any individual or entity other than the parties hereto and their respective successors and permitted assigns.

4.7 Amendments.

This Agreement shall not be amended, modified, supplemented or otherwise altered except pursuant to a written document that is executed and delivered by each of the parties hereto.

4.8 Entire Agreement.

This Agreement and the other agreements and documents referenced herein (including the Certificate) contain all of the agreements and understandings among the parties hereto with respect to the subject matter contained in this Agreement and supersede all prior agreements or understandings among the parties with respect to the subject matter contained in this Agreement.

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Dec. 28. 2007 3:06PM

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed and delivered by their respective duly authorized officers as of the date first written above.

THE ZENITH GROUP, LLC

By: _____
G. Ray Driver, Jr., President

ZENITH REAL ESTATE INVESTMENTS I, LLC

By: _____
G. Ray Driver, Jr., President

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TALLAHASSEE, FLORIDA

Dec. 28. 2007 3:06PM

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EXHIBIT A

Certificate of Merger

See attached.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA