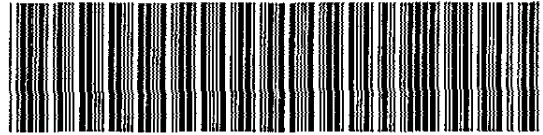


L030000 53151



800025216258

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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(Document Number)

~~01/05/03--01009--003 \*\*11.25~~

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01/05/04--01009--003 \*\*11.25

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Special Instructions to Filing Officer:

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TALLAHASSEE, FLORIDA

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EXPRESS CORPORATE FILING SERVICE INC.

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Obraweb LLC and Obraweb Inc.  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

☐ Walk in

☒ Pick up time \_\_\_\_\_

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☐ Mail out

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

December 24, 2003

EXPRESS CORPORATE FILING

TALLAHASSEE, FL

SUBJECT: OBRAWEB LLC  
Ref. Number: L03000053151

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REGISTRY OF THE STATE  
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03 DEC 30 PM 4:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

We have received your document for OBRAWEB LLC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have RETAINED YOUR \$78.75 PAYMENT.

To file the merger, you must pay \$35.00 for the corporation, \$25.00 for the LLC, and because the LLC is the survivor, the cost of the CERTIFIED COPY is \$30.00.

So the TOTAL AMOUNT OWED is \$90.00.

Please resubmit your documents with an ADDITIONAL \$11.25.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6914.

Buck Kohr  
Document Specialist

Letter Number: 303A00068675

**ARTICLES OF MERGER**

**OF**

**OBRAWEB LLC AND OBRAWEB INC.**

FILED 12/11/03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
P00000000

**PURSUANT TO** the provisions of Section 607.1109 and Section 608.4382 of the Florida Statutes, the undersigned hereby certify that:

**FIRST:** That a Plan of Merger has been entered into as of the 10<sup>th</sup> day of December, 2003, by and among OBRAWEB INC. and OBRAWEB LLC ("Plan of Merger").

**SECOND:** That the name and state of each of the constituent corporations is OBRAWEB LLC, a Florida limited liability company, and OBRAWEB INC., a Florida corporation. The Plan of Merger provides for the merger of OBRAWEB INC. into OBRAWEB LLC.

**THIRD:** That the name of the surviving corporation is OBRAWEB LLC.

**FOURTH:** That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Board of Directors and Shareholders of OBRAWEB INC. on this 10<sup>th</sup> day of December 2003 and by the Manager and Members of OBRAWEB LLC on this 10<sup>th</sup> day of December 2003.

**FIFTH:** After the effective date of the merger, the Articles of Organization of the surviving entity shall be identical to the surviving entity's Articles of Organization prior to the merger.

**SIXTH:** That the Plan of Merger is on file at the principal place of business of **OBRAWEB LLC**, the surviving entity, the address of which is 1031 Ives Dairy Road, Suite 228, Miami, FL 33179.

**SEVENTH:** That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

**EIGHTH:** The authorized capital stock of OBRAWEB INC. is One Million (1,000,000) common shares of which Seven Hundred Eighty Thousand Five Hundred Two (780,502) common shares have been issued (the "Issued Stock"), at One Dollar par value. The authorized capital of membership interests of OBRAWEB LLC (collectively the "Units") is Ten Million (10,000,000) Units (the "Authorized Units") of which Six Million Nine Hundred Forty Four Thousand Four Hundred Forty Five (6,944,445) Units have already been issued (the "Issued Units") prior to the merger. As a result of this merger the Issued Stock in OBRAWEB INC. will be diluted to Ten Percent (10%) of all post merger Issued Units of OBRAWEB LLC. Each share of common stock of OBRAWEB INC. issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into one Unit in OBRAWEB LLC, the Surviving Entity, upon the effective date of the Merger, and each certificate representing an outstanding share of the common stock of OBRAWEB INC. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the one fully paid and nonassessable Units of the Surviving Entity.

**NINTH:** That the merger of OBRAWEB INC. into OBRAWEB LLC shall become effective on the upon filing these Articles with the Secretary of State ("Effective Date").

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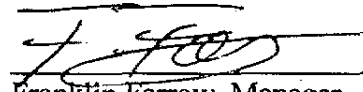
**ARTICLES OF MERGER**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 22 day of December 2003.

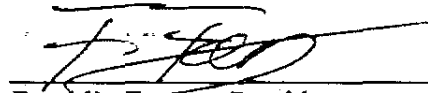
**OBRAWEB LLC,**  
a Florida limited liability company

By:

  
Franklin Farrow, Manager

**OBRAWEB INC.,**  
a Florida corporation

By:

  
Franklin Farrow, President

hb

## **PLAN OF MERGER**

**BETWEEN**

### **OBRAWEB LLC AND OBRAWEB INC.**

**THIS PLAN OF MERGER** ("Plan") is entered into this 10<sup>th</sup> day of December 2003 between **OBRAWEB LLC**, a Florida limited liability company ("OBRAWEB LLC") and **OBRAWEB INC.**, a Florida corporation ("OBRAWEB INC.").

### **WITNESSETH**

**WHEREAS**, the Board of Directors of OBRAWEB INC. and the Manager of OBRAWEB LLC deem it desirable and in the best business interests of OBRAWEB INC. and its stockholders and OBRAWEB LLC and its members that OBRAWEB INC. be merged into OBRAWEB LLC upon the terms and subject to the conditions set forth in this Plan.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

### **ARTICLE I**

#### **Merger**

**Section 1. Surviving Entity.** At the Effective Date, as defined in Section 2, CORP. shall be merged into OBRAWEB LLC, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

**Section 2. Effective Date.** Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of

Merger”) and consistent with this Plan.

**Section 3. Further Assurance.** If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be directors of OBRAWEB INC. shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

**Section 4. Operating Agreement.** The Operating Agreement of OBRAWEB LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Operating Agreement of the Surviving Entity after the Effective Date.

**Section 5. Articles of Organization of OBRAWEB LLC.** The Articles of Organization of OBRAWEB LLC, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

**Section 6. Manager.** The Managers of OBRAWEB LLC immediately prior to the Effective Date shall constitute the managers of the Surviving Entity after the Effective Date until his or her successor shall have been elected and qualified as provided in the Operating Agreement of the Surviving Entity and in this Plan.



## **ARTICLE 2**

### **Cancellation of Shares at the Effective Date**

Each share of common stock of OBRAWEB INC. issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

## **ARTICLE 3**

### **Effect of Merger**

#### **Section 1. Upon the Effective Date:**

a) OBRAWEB INC. and OBRAWEB LLC shall become a single entity of which OBRAWEB LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be OBRAWEB LLC.

(b) The separate existence of OBRAWEB INC. shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of OBRAWEB INC. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to OBRAWEB INC. shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in OBRAWEB INC. shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of OBRAWEB INC. The Merger shall impair neither the rights of creditors nor any liens upon the property of OBRAWEB INC.

**Section 2. Manner and Basis of Converting Interests.** The authorized capital stock of OBRAWEB INC. is One Million (1,000,000) common shares of which Seven Hundred Eighty Thousand Five Hundred Two (780,502) common shares have been issued (the "Issued Stock"), at One Dollar par value. The authorized capital of membership interests of OBRAWEB LLC (collectively the "Units") is Ten Million (10,000,000) Units (the "Authorized Units") of which Six Million Nine Hundred Forty Four Thousand Four Hundred Forty Five (6,944,445) Units have already been issued (the "Issued Units") prior to the merger. As a result of this merger the Issued Stock in OBRAWEB INC. will be diluted to Ten Percent (10%) of all post merger Issued Units of OBRAWEB LLC. Each share of common stock of OBRAWEB INC. issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into one Unit in OBRAWEB LLC, the Surviving Entity, upon the effective date of the Merger, and each certificate representing an outstanding share of the common stock of OBRAWEB INC. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the One fully paid and nonassessable Units of the Surviving Entity.

#### **ARTICLE 4**

##### **Representations and Warranties of**

##### **OBRAWEB, INC**

OBRAWEB INC. represents and warrants to OBRAWEB LLC as follows:

Due Incorporation, Etc. OBRAWEB INC. is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of

such good standing has been or will promptly be delivered to OBRAWEB LLC.

#### **ARTICLE 5**

#### **Representations and Warranties of OBRAWEB LLC**

OBRAWEB LLC represents and warrants to OBRAWEB INC. as follows:

Due Incorporation, Etc. OBRAWEB LLC is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to OBRAWEB INC.

#### **ARTICLE 6**

#### **Successors and Assigns**

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

#### **ARTICLE 7**

#### **Managers**

Pursuant to Section 608.438(3)(e) of the Florida Statutes, the name and business address of the Manager of OBRAWEB LLC is as follows:

**Franklin Farrow**  
1031 Ives Dairy Road, Suite 228  
Miami, FL 33179

**Francisco Antelo**  
1031 Ives Dairy Road, Suite 228  
Miami, FL 33179

**John MacLellan**  
1031 Ives Dairy Road, Suite 228  
Miami, FL 33179

## **ARTICLE 8**

### **General Provisions**

**Section 1.** Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Polansky, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

**Section 2.** Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

**Section 3.** Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

**Section 4.** Termination. At any time prior to the filing of the Articles of Merger with OBRAWEB INC. and OBRAWEB LLC, either party may terminate this Plan hereto.

**Section 5.** Counterparts. This Plan may be executed simultaneously 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.

**Section 6.**     Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

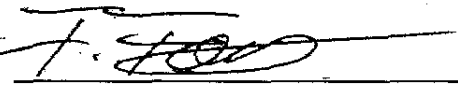
**Section 7.**     Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

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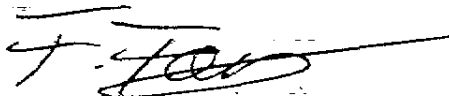
**PLAN OF MERGER  
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

**OBRAWEB LLC,**  
a Florida limited liability company

By:   
Franklin Farrow, Manager

**OBRAWEB INC.,**  
a Florida corporation

By:   
Franklin Farrow, President

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