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MERGER OR SHARE EXCHANGE

Harbour Village Property, L.L.C.

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H06000217129 3

**ARTICLES OF CROSS ENTITY MERGER OF
W.B. LAND GROUP, INC., A FLORIDA CORPORATION
INTO**

HARBOUR VILLAGE PROPERTY, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Florida Business Corporation Act and the Florida Limited Liability Company Act, the undersigned domestic Corporation and domestic limited liability company adopt the following Articles of Merger for the purpose of merging them into a single limited liability company:

First: The names of the undersigned business entities, type of entity and the States under the laws of which they are respectively organized are:

| Name of Corporation | State | Entity Type |
|---|---------|---------------------------|
| W.B. LAND GROUP, INC. Document Number: P04000111746 | FLORIDA | CORPORATION |
| HARBOUR VILLAGE PROPERTY, L.L.C. Document Number: L04000057429 | FLORIDA | LIMITED LIABILITY COMPANY |

Second: The laws of the state of Florida permit such a merger.

Third: The name of the surviving business entity is **HARBOUR VILLAGE PROPERTY, L.L.C.**, a Florida limited liability company and it is to be governed by the laws of the State of Florida. Its exact name, street address of its principal office, jurisdiction and entity type are as follows:

Name: HARBOUR VILLAGE PROPERTY, L.L.C.
Street Address: 6 Fairfield Boulevard, Suite 1, Ponte Vedra Beach, Florida 32082
Jurisdiction: Florida
Entity Type: Florida limited liability company
Florida Document Number: L04000057429

Fourth: The following Plan of Merger was approved by all of the shareholders of the undersigned domestic Corporation and all of the members of the surviving limited liability company in the manner prescribed by the Florida Business Corporation Act and the Florida Limited Liability Company Act, respectively, and complies with the requirements of Florida Statutes Sections, 607.1108, 608.438, and 617.1103 (2005).

See Attachment I

C:\Clients\Baker\Properties\Harbour Village\Articles of merger.wpd
Revised August 29, 2006 (11:04am)

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2006 AUG 30 AM 8:37

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Fifth: As to the undersigned Corporation, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

| Corporation | Authorized Shares (Common Stock Only) | Ramzy Bakkar Ownership | Tony Bakkar Ownership |
|-----------------------|--|---------------------------|--------------------------|
| W.B. Land Group, Inc. | 1000 | 510 | 490 |

As to the surviving limited liability company, the percentage of membership interests, and the ownership thereof are as set forth below:

| Corporation | Total Membership Interest | Ramzy Bakkar Ownership | Tony Bakkar Ownership |
|-------------------------------------|---------------------------------|---------------------------|--------------------------|
| Harbour Village Property, L.L.C. | 100% | 51% | 49% |

Sixth: The merger and the plan of merger were unanimously approved by all shareholders of the corporation and all of the members of the limited liability company in accordance with their respective governing documents and the laws of the State of Florida. There are no dissenting shareholders or members, as the case may be.

Seventh: The surviving limited liability company is to be governed by the laws of the State of Florida. In any proceeding for the enforcement of the rights of a dissenting shareholder or member of such domestic corporation against the limited liability company, both the corporation and the limited liability company irrevocably appoint Theresa M. Kenney, Esq., 10110 San Jose Boulevard, Jacksonville, Florida 32257 as its agent to accept service of process in any such proceeding.

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DIVISION OF CORPORATIONS
2006 AUG 30 AM 8:37

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Eighth: The merger shall be effective as of the date of filing of these Articles of Merger with the Florida Secretary of State, Division of Corporations.

Dated: August 28, 2006.

Signed, sealed and delivered
in the presence of:

David E. Ramsi
David E. Ramsi Print Name
Theresa M. Kenney
Theresa M. Kenney Print Name

W.B. LAND GROUP, INC., a Florida
corporation

By: Ramzy Bakkar
Ramzy Bakkar, President

David E. Ramsi
David E. Ramsi Print Name
Theresa M. Kenney
Theresa M. Kenney Print Name

HARBOUR VILLAGE PROPERTY, L.L.C., a
Florida limited liability company

By: Ramzy Bakkar
Ramzy Bakkar, its managing member

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DIVISION OF CORPORATIONS
2006 AUG 30 AM 8:37

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PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), dated August 28, 2006, between **W.B. LAND GROUP, INC.**, a Florida corporation (WB Land") and **HARBOUR VILLAGE PROPERTY, L.L.C.**, a Florida limited liability company ("Harbour Village") and Ramzy Bakkar ("R. Bakkar") and Tony Bakkar ("T. Bakkar") both having an address of 6 Fairfield Boulevard, Ponte Vedra Beach, Florida 32082 (R. Bakkar and T. Bakkar, collectively and individually referred to herein as "shareholder(s)"). This Plan and Agreement of Merger is intended to merge W.B. Land into Harbour Village on the date and at the time specified in Section 2.2 of this Agreement. Capitalized terms used herein shall have the meanings set forth herein.

WITNESSETH

Whereas, R. Bakkar and T. Bakkar are the sole shareholders of WB Land; and

Whereas, R. Bakkar and T. Bakkar desire to merge Harbour Village and WB Land, with Harbour Village becoming the surviving entity (a limited liability company);

Whereas, as the ownership of the membership interests in Harbour Village by the members thereof are identical to the ownership of shares in WB Land by the shareholders (both in percentage ownership and identity of the owners), this Agreement provides for the cancellation of the shares of the shareholders in WB Land upon the merger becoming effective.

NOW, THEREFORE, for and in consideration of the payment of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1: RECITALS-CAPITALIZED TERMS

Section 1.1. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2. Capitalized terms used herein shall have the meanings set forth herein.

Article 2: MERGER OF WB LAND INTO HARBOUR VILLAGE

Section 2.1. The merging party is:

Name: W.B. LAND GROUP, INC.
Street Address: 6 Fairfield Boulevard, Suite 1, Ponte Vedra Beach, Florida 32082
Jurisdiction: Florida
Entity Type: Florida corporation
Florida Document Number: P04000111746

Section 2.2. The target date for completion of the transaction contemplated by this Agreement is September 1, 2006. Articles of Merger reflecting this agreement in the form required under the Florida Business Corporation Act and the Florida Limited Liability Company Act shall be delivered to the Florida Secretary of State and a Certificate of Merger reflecting this Agreement shall be

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DIVISION OF CORPORATIONS
2006 AUG 30 AM 8:37

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delivered to the Florida Department of State. The delivery of the Articles of Merger to the Florida Secretary of State and of the Certificate of Merger to the Florida Department of State may be made anytime following execution of this Plan of Merger and the Articles of Merger prepared in contemplation herewith. Harbour Village and WB Land shall use their best efforts to the end that the entry by the Florida Secretary of State of an order issuing a Certificate of Merger and the filing by the Florida Department of State of a Certificate of Merger shall take place on the same date. If such entry and filing take place on the same date, the merger of WB Land into Harbour Village shall become effective on such date; if such entry and filing take place on different dates, the merger shall become effective on the latter of said dates.

Section 2.3. Subject to the other material terms of this Agreement, the date set forth in Section 2.2 or at such other time as Harbour Village and WB Land shall designate, Harbour Village and WB Land shall execute and Harbour Village shall promptly file with the Secretary of State of the State of Florida a plan of merger of which this Agreement shall be a part.

Section 2.4.

2.4.1 The Articles of Organization and Certificate of Formation of Harbour Village shall be the Articles of Organization and Certificate of Formation of the Surviving Limited Liability Company following the date set forth in Section 2.2, 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.

2.4.2 The Operating Agreement of Harbour Village as in effect on the date set forth in Section 2.2, shall be the Operating Agreement of the Surviving Limited Liability Company until altered, amended or repealed, as provided therein.

2.4.3 The Managing Member of Harbour Village as in effect on the date set forth in Section 2.2, to wit, Ramzy Bakkar, whose address is 6 Fairfield Boulevard, Suite 1, Ponte Vedra Beach, Florida 32082 shall be the Managing Member of the Surviving Limited Liability Company until terminated, replaced or supplemented pursuant to the terms of the Operating Agreement of Harbour Village.

Section 2.5. On the date set forth in Section 2.2, WB Land shall cancel all its shares then issued and outstanding.

Section 2.6. The name of the surviving business entity is HARBOUR VILLAGE PROPERTY, L.L.C., a Florida limited liability company and it is to be governed by the laws of the State of Florida. Its exact name, street address of its principal office, jurisdiction and entity type are as follows:

Name: HARBOUR VILLAGE PROPERTY, L.L.C.

Street Address: 8 Fairfield Boulevard, Suite 1, Ponte Vedra Beach, Florida 32082

Jurisdiction: Florida

Entity Type: Florida limited liability company

Florida Document Number: L04000057429

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DIVISION OF CORPORATIONS
2006 AUG 30 AM 8:37

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Section 2.7. The transaction contemplated by this Agreement was approved by the unanimous written consent of the shareholders of WB Land and all of the members of Harbour Village in the manner prescribed by the laws of the state of Florida.

Section 2.8. There are no dissenting shareholders or members of either entity.

Section 2.9. Harbour Village as the surviving entity hereby:

2.9.1 agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of WB Land; and

2.9.2 in any proceeding for the enforcement of the rights of a dissenting shareholder or member of WB Land or Harbour Village, as the case may be, against the limited liability company, both WB Land and Harbour Village irrevocably appoint Theresa M. Kenney, Esq., 10110 San Jose Boulevard, Jacksonville, Florida 32257 as their respective agent to accept service of process in any such proceeding.

Article 3: STATUS AND CONVERSION OF SHARES

Section 3.1. As of the date set forth in Section 2.2, all issued and outstanding membership interest in and to Harbour Village shall be and continues to be issued and outstanding membership interest in and to Harbour Village.

Section 3.2. As of the date set forth in Section 2.2, each issued and outstanding share of WB Land common stock, shall be forthwith cancelled.

Article 4: WB LAND'S WARRANTIES

Section 4.1. Warranties of WB Land and WB Land's shareholders. WB Land and WB Land's shareholders, jointly and severally, warrant to Harbour Village that, as of the date of this Agreement and on the date specified in Section 2.2:

4.1.1 **Good Standing.** WB Land is duly organized and validly existing in good standing under the laws of the state of Florida, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner now conducted. The character and location of the assets now owned or leased by WB Land in the conduct of its business do not require WB Land's qualification as a foreign corporation in any jurisdiction.

4.1.2 **Shareholders and Shares.** The authorized shares of WB Land consist solely of 1,000 common shares. The following is a complete and accurate list of all the shareholders in WB Land and the shares held by each are free and clear of all liens, encumbrances, and claims of every kind. Each share is validly authorized and was not issued in violation of the preemptive rights of any shareholder. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating WB Land to issue any shares exists.

FILED
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DIVISION OF CORPORATIONS
2006 AUG 30 AM 8:37

H06000217129 3

- (a) Ramzy Bakkar
- (b) Tony Bakkar

4.1.3 Financial Statements. WB Land's shareholders have delivered to Harbour Village copies of the following financial statements of WB Land:

- (a) balance sheet as of June 30, 2006 ("WB Land's balance sheet date");
- (b) profit and loss statement for the period ending on WB Land's balance sheet date;
- (c) balance sheets, profit and loss statements, and statements of the source and application of funds for the five most recent fiscal years.

These financial statements have been prepared in accordance with accepted accounting methods and present fairly the financial condition of WB Land as of the dates of the balance sheets, and the profit and loss statements present fairly the results of WB Land's operations for the periods covered.

4.1.4 Liabilities. WB Land's shareholders have delivered to Harbour Village an accurate list as of the balance sheet date, of all liabilities of which they are, or should be, aware.

4.1.5 Accounts Receivable. WB Land's shareholders have delivered to Harbour Village an accurate list, as of the balance sheet date, of WB Land's accounts and notes receivable, except to the extent of a reasonable reserve for bad debts.

4.1.6 Fixed Assets. WB Land's shareholders have delivered to Harbour Village an accurate list and complete description, as of WB Land's balance sheet date, of all the fixed assets of WB Land, including copies of leases on properties used in WB Land's business. Substantially all of the real and personal property listed is believed to be in reasonably good working condition. All leases are in full force and effect and are valid agreements between the parties to them.

4.1.7 Since WB Land's balance sheet date, WB Land has neither acquired, sold, nor otherwise disposed of any fixed assets, except in the ordinary course of business. All fixed assets used by WB Land in its business are either owned by WB Land or leased.

4.1.8 Title. WB Land has marketable title to all property and leases used in its business, except that sold or otherwise disposed of in the ordinary course of business, not subject to any encumbrance, except for:

- (a) liens and security interests securing specified liabilities that are not in default;
- (b) liens for current taxes and assessments not in default; and
- (c) liens, arising by operation of law, about which WB Land's shareholders do not know.

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DIVISION OF CORPORATIONS
2006 AUG 30 AM 8:37

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H06000217129 3

Article 6: GENERAL

Section 5.1. Additional Documents. The parties to this Agreement shall cause to be delivered on the effective date, or at such other times and places as shall be agreed upon, such additional documents as a party may reasonably require for the purpose of carrying out this Agreement. Harbour Village and WB Land shall exert best efforts in cooperating with such requests, and shall direct officers, directors, agents, and employees to furnish information, evidence, testimony, and other assistance in connection with resolution of any disputes arising from this Agreement.

Section 5.2. Assignment. This Agreement and the rights accorded the shareholders pursuant to it may not be assigned, except by operation of law. Harbour Village shall have the right, on the effective date or subsequently thereto, to transfer ownership of the shares of WB Land to a wholly-owned subsidiary of Harbour Village.

Section 5.3. Entire Agreement. This Agreement, including its schedules and annexes, is the entire agreement of the parties. All prior agreements and understandings are superseded by it and are not to be considered in interpreting it. Ambiguity in the terms of this Agreement is to be resolved exclusively with reference to the circumstances surrounding its formation, and meaning determined in accordance with the reasonably identifiable expectations of the parties at the time the agreement was entered into. This Agreement may be amended only by a writing executed by all parties. Oral modification is expressly disallowed. Course of performance and trade usage shall [not] be considered in resolving ambiguity of terms.

Section 5.4. Further Assurance. Before the date set forth in Section 2.2, Harbour Village, WB Land, R. Bakkar and T. Bakkar, subject to the terms and conditions of this Agreement, shall take all such action as may be necessary or appropriate in order to effectuate the merger contemplated by this Agreement. In case, at any time after the effective date, Harbour Village shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to Harbour Village full title to and possession of all the properties, assets, rights, privileges and franchises of WB Land, then the persons who were officers and directors of WB Land as of the date set forth in Section 2.2 shall, as such officers and directors, take all such action and execute and deliver all such instruments as Harbour Village may so determine to be necessary or desirable.

Section 5.5. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, and each constituting part of the same agreement. It shall not be necessary for each counterpart to be executed separately by all parties, so long as at least one counterpart is executed by each party.

Section 5.6. Notices. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be given to the party at its address or facsimile number set forth below. Each notice shall be deemed to have been duly given and received: (a) as of the date and time the same is personally delivered with a receipted copy, (b) if given by facsimile, when the facsimile is transmitted to the party's facsimile number specified below and confirmation of complete receipt is received by that transmitting party during normal business hours or the next Business Day if not confirmed during normal business hours with an additional original sent simultaneously by any other means permitted hereunder, (c) if delivered by U. S. Mail, within three (3) days after depositing with the United States Postal Service,

FILED
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 2006 AUG 30 AM 8:37

H06000217129 3

H06000217129 3

postage prepaid by certified mail, return receipt requested, or (d) if given by a nationally recognized or reputable overnight delivery service within one (1) day after deposit with such delivery service.

If to Harbour Village 6 Fairfield Boulevard
Suite 1
Ponte Vedra Beach, Florida 32082

**If to: WB Land 6 Fairfield Boulevard
Suite 1
Ponte Vedra Beach, Florida 32082**

If to R. Bakkar: 6 Fairfield Boulevard
Suite 1
Ponte Vedra Beach, Florida 32082

If to T. Bakker: 6 Fairfield Boulevard
Suite 1
Ponte Vedra Beach, Florida 32082

or at such other address as the parties may specify from time to time by written notice to the other party.

Section 5.7. Durability of Warranties. All warranties in this Agreement shall survive the closing and execution of documents contemplated by this Agreement. The parties executing and carrying out the terms of this Agreement are relying solely on the warranties contained in this Agreement, or in any writing delivered pursuant to the provisions of this Agreement.

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2006 AUG 30 AM 8:37

H06000217129 3

Section 5.8. There are no intended third party beneficiaries of this Plan of Merger or the transactions contemplated hereby.

Section 5.9. Law. This Agreement shall be subject to the law of the state of Florida without regard to concepts of choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year specified in Section 2.2 above.

David E. Lamm
David E. Lamm Print Name
Theresa M. Kenney
Theresa M. Kenney Print Name

W.B. LAND GROUP, INC., a Florida corporation

By: Ramzy Bakkar
 Ramzy Bakkar, President

David E. Lamm
David E. Lamm Print Name
Theresa M. Kenney
Theresa M. Kenney Print Name

HARBOUR VILLAGE PROPERTY, L.L.C., a Florida limited liability company

By: Ramzy Bakkar
 Ramzy Bakkar, its managing member

David E. Lamm
David E. Lamm Print Name
Theresa M. Kenney
Theresa M. Kenney Print Name

Ramzy Bakkar

David E. Lamm
David E. Lamm Print Name
Theresa M. Kenney
Theresa M. Kenney Print Name

Tony Bakkar

2006 AUG 30 AM 8:37

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