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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

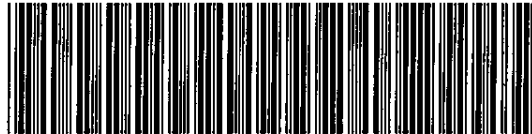
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TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Harris Lake Investors, LLC  
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Christine Bell  
(Contact Person)

Dwyer, McAfee, Griggs & Peck, P.L.  
(Firm/Company)

One Independent Drive, Suite 1200  
(Address)

Jacksonville FL 32202  
(City, State and Zip Code)

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TALLAHASSEE, FLORIDA

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For further information concerning this matter, please call:

Christine Bell at ( 904 ) 807-0182  
(Name of Contact Person) (Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**CERTIFICATE OF MERGER  
OF  
WF GROUP, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY,  
WITH AND INTO  
HARRIS LAKE INVESTORS, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY**

Harris Lake Investors, LLC, a Florida limited liability company (the "Surviving Company"), pursuant to Section 608.4382 of the Florida Limited Liability 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 provisions of the Act with respect to the merger of WF 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 SURVIVING COMPANY AND TERMINATING COMPANY**

The name, principal address and jurisdiction for the Surviving Company and the Terminating Company are set forth below:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
Surviving Company 2806 U.S. Highway 90 West, Suite 101 Lake City, Florida 32055	Florida	Limited Liability Company 604-75490
Terminating Company P.O. Box 3566 Lake City, Florida 32056	Florida	Limited Liability Company 604-75488

**ARTICLE II  
SURVIVING COMPANY**

The Surviving Company is the surviving company in the Merger.

**ARTICLE III  
AGREEMENT AND PLAN OF MERGER**

Each of the Surviving Company and the Terminating Company adopted, approved, authorized, confirmed and ratified that certain Agreement and Plan of Merger, dated as of December 15, 2006, a copy of which is attached hereto as Exhibit A (the "Merger Agreement"), in accordance with the applicable provisions of the Act. Pursuant to Sections 608.4381 and 608.455 of the Act, the members of the Surviving Company and the Terminating Company

waived any 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.

#### **ARTICLE IV MANAGER APPROVAL**

##### **4.1 Terminating Company.**

Pursuant to the applicable provisions of the Act, the Terminating Company's managers adopted, approved, authorized, confirmed and ratified the Merger, the Merger Agreement and this Certificate by Unanimous Written Consent of the Managers in Lieu of a Special Meeting dated December 14, 2006.

##### **4.2 Surviving Company.**

Pursuant to the applicable provisions of the Act, the Surviving Company's manager adopted, approved, authorized, confirmed and ratified the Merger, the Merger Agreement and this Certificate by Written Consent of the Sole Manager in Lieu of a Special Meeting dated December 14, 2006.

#### **ARTICLE V MEMBER APPROVAL**

##### **5.1 Terminating Company.**

Pursuant to the applicable provisions of the Act, the Terminating Company's member adopted, approved, authorized, confirmed and ratified the Merger, the Merger Agreement and this Certificate by Written Consent of the Sole Member in Lieu of a Special Meeting dated December 14, 2006.

##### **5.2 Surviving Company.**

Pursuant to the applicable provisions of the Act, the Surviving Company's member adopted, approved, authorized, confirmed and ratified the Merger, the Merger Agreement and this Certificate by Written Consent of the Sole Member in Lieu of a Special Meeting dated December 14, 2006.

#### **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, the Merger Agreement 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 OF MERGER**

The Merger shall be effective as of the date this Certificate is filed with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned have caused this Certificate to be executed and delivered by its duly authorized officers as of ~~December~~, 2006.

February 14, 2007

HARRIS LAKE INVESTORS, LLC

By: 

Daniel D. Crapps, Manager

WF GROUP, LLC

By: 

Charles S. Sparks, Manager

By: 

Scott D. Stewart, Manager

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TALLAHASSEE, FLORIDA

**EXHIBIT A**

**Agreement and Plan of Merger**

See attached.

**FILED**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of December 15, 2006, is by and between Harris Lake Investors, LLC, a Florida limited liability company with its principal address at 2806 U.S. Highway 90 West, Suite 101, Lake City, Florida 32055 (the "Surviving Company"), and WF Group, LLC, a Florida corporation with its principal address at P.O. Box 3566, Lake City, Florida 32056 (the "Terminating Company").

### RECITALS

A. Section 608.438 of the Florida Limited Liability Company Act (the "Act") allows a company to merge with and into another 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 member approved the merger of the Terminating Company with and into the Surviving Company 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 14, 2006, and (ii) the Terminating Company's managers approved the merger of the Terminating Company with and into the Surviving Company 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 14, 2006.

C. In accordance with the applicable terms and conditions contained in the Act, (i) the Surviving Company's member approved the merger of the Terminating Company with and into the Surviving Company 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 14, 2006, and (ii) the Surviving Company's manager approved the merger of the Terminating Company with and into the Surviving Company upon the terms and conditions contained in this Agreement by executing the Written Consent of the Sole Manager in Lieu of a Special Meeting dated December 14, 2006.

### 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:

### 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, the Terminating Company shall be merged with and into the Surviving Company (the "Merger") at the Effective Time (as defined in Section 1.2). As a result of the Merger, the separate existence of the Terminating Company shall cease and the Surviving Company shall continue as the surviving corporation of the Merger. The Surviving Company's name shall remain unchanged by the Merger.

#### 1.2 Effective Time of the Merger.

The Merger shall be effective as of the date the Certificate is filed with the Department of State of the State of Florida (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 of the Surviving Company.**

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

(b) Operating Agreement. The Surviving Company shall adopt, approve, authorize, confirm and ratify an amended and restated operating agreement effective as of the Effective Time ("Operating Agreement") pursuant to the applicable terms and conditions in the Act and the Surviving Company's prior operating agreement.

### **1.5 Managers of the Surviving Company.**

The Surviving Company's manager in office immediately prior to the Effective Time shall remain the Surviving Company's manager from and after the Effective Time. Additionally, Westfield Investment Group, LLLP shall be appointed as a manager of the Surviving Company. Such managers shall serve until such managers' successors are duly elected or appointed and qualified pursuant to the applicable terms and conditions contained in the Act, the Surviving Company's articles of organization, the Surviving Company's amended and restated operating agreement, or the earlier of such managers' respective deaths, dissolutions, resignations or removals, as applicable.

### **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.

## **EFFECT OF MERGER ON INTERESTS AND OTHER SECURITIES**

### **1.7 The Terminating Company's Interests.**

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 interests automatically shall be converted into interests of the Surviving Company and such interests shall represent fifty percent (50%) of the issued and outstanding interests of the Surviving Company.

### **1.8 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 interests 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.



### **1.9 The Surviving Company's Interests.**

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 interests of the Surviving Company shall represent fifty percent (50%) of the issued and outstanding interests of the Surviving Company.

### **1.10 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 interests or other securities of the Surviving Company shall terminate at the Effective Time, except as explicitly set forth in the Operating Agreement.

### **1.11 Filing of Articles of Merger in Florida.**

As soon as practicable, but in no event later than December 31, 2006, (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, pursuant to the Act.

## **MISCELLANEOUS**

### **1.12 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.

### **1.13 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 Surviving Company, to:

Harris Lake Investors, LLC  
2806 U.S. Highway 90, Suite 101  
Lake City, Florida 32055  
Attention: Daniel D. Crapps

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

WF Group, LLC  
P.O. Box 3566  
Lake City, Florida 32056  
Attention: Charles S. Sparks

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.

**1.14 Benefits of Agreement.**

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.

**1.15 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.

**1.16 Entire Agreement.**

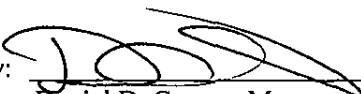
This Agreement and the other agreements and documents referenced herein (including the Articles) contain all of the agreements and understandings among the parties hereto with respect to the subject matter contained in this Agreement and supersede all prior agreements or understandings among the parties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

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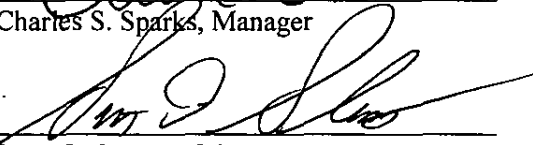
IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed and delivered by their respective duly authorized officers as of the date first written above.

**HARRIS LAKE INVESTORS, LLC**

By:   
Daniel D. Crapps, Manager

**WF GROUP, LLC**

By:   
Charles S. Sparks, Manager

By:   
Scott D. Stewart, Manager

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