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Division of Corporations

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MERGER OR SHARE EXCHANGE

Oak Bluff Property, L.L.C.

Certificate of Status	1
Certified Copy	1
Page Count	08
Estimated Charge	\$67.50

\$185.00

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EXAMINER

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**ARTICLES OF MERGER OF
OAK BLUFF LLC, A FLORIDA LIMITED LIABILITY COMPANY
INTO**

OAK BLUFF PROPERTY, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Florida Limited Liability Company Act, the undersigned domestic limited liability companies 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 Company	State	Entity Type
Oak Bluff LLC Document Number: L06000031099	Florida	Limited Liability Company
Oak Bluff Property, L.L.C. Document Number: L06000032162	Florida	Limited Liability Company

Second: The exact name, entity type, jurisdiction, mailing address and Document Number of the surviving party are as follows:

Name: Oak Bluff Property, L.L.C.
Entity Type: Florida limited liability company
Jurisdiction: Florida
Mailing Address: P.O. Box 50910, Jacksonville Beach, FL 32240
Florida Document Number: L06000032162

Third: The attached Plan of Merger was approved by each limited liability company that is a party to the merger in the manner prescribed by the Florida Limited Liability Company Act, and complies with the requirements of Florida Statutes Sections 608.438 through 608.4382 (2008).

See Attachment I.

Fourth: The merger and Plan of Merger were unanimously approved by all members of each limited liability company that is a party to the merger in accordance with their respective governing documents and the laws of the State of Florida. There are no dissenting members.

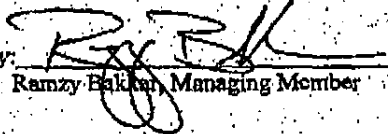
Fifth: The surviving limited liability company is to be governed by the laws of the State of Florida. In any proceeding for the enforcement of the rights of a dissenting member of such domestic limited liability companies, both companies irrevocably appoint Theresa M. Kenney, Esq., 10110 San Jose Boulevard,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

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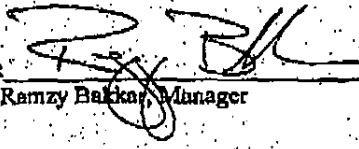
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Sixth: The merger shall be effective as of February 28, 2009.

OAK BLUFF PROPERTY, L.L.C., a Florida
limited liability company

By: 
Ramzy Bakkar, Managing Member

OAK BLUFF LLC, a Florida limited liability
company

By: 
Ramzy Bakkar, Manager

ATTACHMENT I

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), dated February 12, 2009, between Oak Bluff Property, L.L.C., a Florida limited liability company ("Oak Bluff Property") and Oak Bluff LLC, a Florida limited liability company ("Oak Bluff") and Ramzy Bakkar and Tony Bakkar, both having an address of P.O. Box 50910, Jacksonville Beach, Florida 32240 (Mr. Ramzy Bakkar and Mr. Tony Bakkar collectively and individually referred to herein as the "Member(s)"). This Plan and Agreement of Merger is intended to merge Oak Bluff into Oak Bluff Property on the date and at the time specified in Section 2.1 of this Agreement.

WITNESSETH

Whereas, the Members are the sole members of Oak Bluff Property;

Whereas, Oak Bluff Property is the sole member of Oak Bluff;

Whereas, the Members desire to merge Oak Bluff into Oak Bluff Property, with Oak Bluff Property becoming the surviving limited liability company; and

Whereas, This Agreement provides for the membership and operation of Oak Bluff Property 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 OAK BLUFF INTO OAK BLUFF PROPERTY

Section 2.1. The target date and time for completion of the transaction contemplated by this Agreement is 12:01 AM on February 28, 2009. Articles of Merger reflecting this Agreement in the form required under the Florida Limited Liability Company Act shall be delivered to the Florida Secretary of State. The delivery of the Articles of Merger to the Florida Secretary of State shall be made anytime following the execution of this Agreement and the Articles of Merger prepared in contemplation herewith. The date on which the merger shall become effective as aforesaid shall be the date set forth in this Section 2.1.

Section 2.2. Subject to the other material terms of this Agreement, the date set forth in Section 2.1 or at such other time as Oak Bluff and Oak Bluff Property shall designate, Oak Bluff and Oak Bluff Property shall execute and Oak Bluff Property shall promptly file with the Florida Secretary of State a plan of merger, of which this Agreement shall be a part.

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Section 2.3.

2.3.1 The Articles of Organization of Oak Bluff Property shall be the Articles of Organization of the surviving limited liability company following the date set forth in Section 2.1, 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.

2.3.2 The Operating Agreement of Oak Bluff Property as in effect on the date set forth in Section 2.1, shall be the Operating Agreement of the surviving limited liability company until altered, amended or repealed, as provided therein.

2.3.3 The Managing Member of Oak Bluff Property as in effect on the date set forth in Section 2.1, 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 Oak Bluff Property.

Section 2.4. On the date set forth in Section 2.1, Oak Bluff shall cancel all its membership interest issued and outstanding.

Section 2.5. The merging limited liability company is:

Name: Oak Bluff LLC
Entity Type: Limited Liability Company
Jurisdiction: Florida
Document Number: L06000031099

Section 2.6. The surviving limited liability company is:

Name: Oak Bluff Property, L.L.C.
Entity Type: Limited Liability Company
Jurisdiction: Florida
Document Number: L06000032162
Mailing Address: P.O. Box 50910, Jacksonville Beach, FL 32240

Section 2.7. The transaction contemplated by this Agreement was approved by a unanimous written consent of the Members of both Oak Bluff and Oak Bluff Property in the manner prescribed by the laws of the state of Florida.

Section 2.8. Oak Bluff Property, as the surviving limited liability company, hereby:

2.8.1 agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Oak Bluff; and

2.8.2 irrevocably appoints Theresa M. Kenney, Esq., 10110 San Jose Boulevard, Jacksonville, FL 32257 as its agent to accept service of process in any proceeding for the enforcement of the rights of a dissenting member of Oak Bluff or Oak Bluff Property.

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Article 3: STATUS AND CONVERSION OF SHARES

Section 3.1. As of the date set forth in Section 2.1, each issued and outstanding membership interest of Oak Bluff Property shall be and continues to be an issued and outstanding membership interest of Oak Bluff Property.

Section 3.2. As of the date set forth in Section 2.1, each issued and outstanding membership interest in Oak Bluff shall be cancelled.

Article 4: WARRANTIES OF OAK BLUFF

Section 4.1. Warranties of Oak Bluff and Oak Bluff's members. Oak Bluff and Oak Bluff Property's members, jointly and severally, warrant to Oak Bluff Property that, as of the date of this Agreement and on the date specified in Section 2.1:

4.1.1 **Good Standing.** Oak Bluff is duly organized and validly existing in good standing under the laws of the state of Florida, and 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 Oak Bluff in the conduct of its business do not require Oak Bluff's qualification as a foreign limited liability company in any jurisdiction.

4.1.2 **Membership Interest.** The following is a complete and accurate list of all the members of Oak Bluff and the membership interest held by each are free and clear of all liens, encumbrances, and claims of every kind. Each membership interest is validly authorized and was not issued in violation of the preemptive rights of any member. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating Oak Bluff to issue any shares exists.

(a) Oak Bluff Property, L.L.C. as to 100%

4.1.3 **Title.** Oak Bluff 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 Oak Bluff's members do not know.

Article 5: WARRANTIES OF OAK BLUFF PROPERTY

Section 5.1. Warranties of Oak Bluff Property and Oak Bluff Property's members. Oak Bluff Property and Oak Bluff Property's members, jointly and severally, warrant to Oak Bluff that, as of the date of this Agreement and on the effective date specified in Section 2.1:

5.1.1 **Good Standing.** Oak Bluff Property 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,

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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 Oak Bluff Property in the conduct of its business do not require Oak Bluff Property's qualification as a foreign limited liability company in any jurisdiction.

5.1.2 Membership Interest. The following is a complete and accurate list of all the members of Oak Bluff Property and the membership interest held by each are free and clear of all liens, encumbrances, and claims of every kind. Each membership interest is validly authorized and was not issued in violation of the preemptive rights of any member. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating Oak Bluff Property to issue any shares exists.

- (a) Ramzy Bakkar as to 51%
- (b) Tony Bakkar as to 49%

Article 6: GENERAL

Section 6.1. 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. Oak Bluff and Oak Bluff Property 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 6.2. Assignment. This Agreement and the rights accorded shareholders pursuant to it may not be assigned, except by operation of law. Oak Bluff Property shall have the right, on the effective date or subsequently thereto, to transfer ownership of the shares of Oak Bluff to a wholly-owned subsidiary of Oak Bluff Property.

Section 6.3. 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 6.4. Further Assurance. Before the date set forth in Section 2.1, Oak Bluff, Oak Bluff Property and the Members, 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, Oak Bluff Property shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to Oak Bluff Property full title to and possession of all the properties, assets, rights, privileges and franchises of Oak Bluff, then the persons who were officers and directors of Oak Bluff as of the date set forth in Section 2.1 shall, as such officers and directors, take all such action and execute and deliver all such instruments as Oak Bluff Property may so determine to be necessary or desirable.

Section 6.5. 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

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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 6.6. 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, 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 Oak Bluff	P.O. Box 50910 Jacksonville Beach, FL 32240
If to Oak Bluff Property	P.O. Box 50910 Jacksonville Beach, FL 32240
If to Mr. Ramzy Bakkar	P.O. Box 50910 Jacksonville Beach, FL 32240
If to Mr. Tony Bakkar	P.O. Box 50910 Jacksonville Beach, FL 32240

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

Section 6.7. 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.

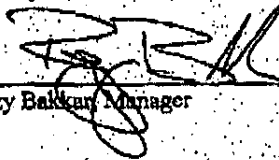
Section 6.8. Law. This Agreement shall be subject to the law of the state of Florida without regard to concepts of choice of law.

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IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of February 28, 2009.

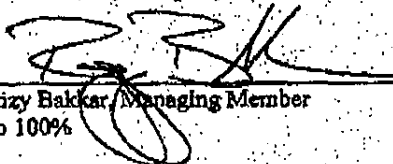
Signed, sealed and delivered
in the presence of:

OAK BLUFF LLC, a Florida limited liability
company

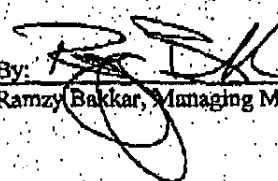
By: 
Ramzy Bakkar, Manager

Consent of Members:

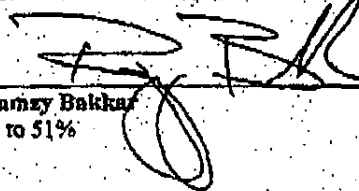
OAK BLUFF PROPERTY, L.L.C., a Florida
limited liability company

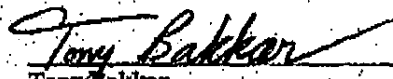
By: 
Ramzy Bakkar, Managing Member
as to 100%

OAK BLUFF PROPERTY, L.L.C., a Florida
limited liability company

By: 
Ramzy Bakkar, Managing Member

Consent of Members:


Ramzy Bakkar
as to 51%


Tony Bakkar
as to 49%

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