

LOG000052526

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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(Business Entity Name)

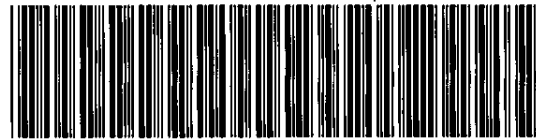
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Certified Copies _____ Certificates of Status _____

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2006 MAY 22 PM 4:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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06 MAY 22 PM 3:45
DIVISION OF CORPORATION



CORPORATION SERVICE COMPANY

4th

ACCOUNT NO. : 072100000032

REFERENCE : 119484 4304766

AUTHORIZATION

COST LIMIT : \$ 60.00

FILED
2006 MAY 22 PM 4:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : May 19, 2006

ORDER TIME : 12:45 PM

ORDER NO. : 119484-030

CUSTOMER NO: 4304766

ARTICLES OF MERGER

CEDAR BAY LAND HOLDING COMPANY

INTO

CEDAR BAY LAND, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Amanda Haddan

EXAMINER'S INITIALS: _____

FILED
2006 MAY 22 PM 4:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
997000041842 CEDAR BAY LAND HOEDING COMPANY	FLORIDA	CORPORATION
CEDAR BAY LAND, LLC	FLORIDA	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CEDAR BAY LAND, LLC	FLORIDA	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 3725 FORT CHARLES DRIVE

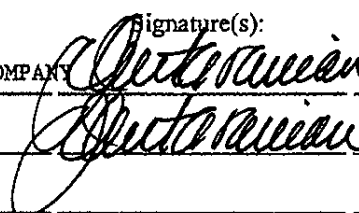
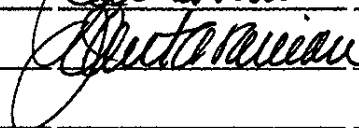
NAPLES, FL 34102

Mailing address: 3725 FORT CHARLES DRIVE

NAPLES, FL 34102

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
CEDAR BAY LAND HOLDING COMPANY		JACK J. ANTARAMIAN
CEDAR BAY LAND, LLC		JACK J. ANTARAMIAN

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>

THIRD: The terms and conditions of the merger are as follows:

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

LBT, INC.

AGREEMENT AND PLAN OF REORGANIZATION

This Agreement and Plan of Reorganization (this "Agreement") is dated as of the 18th day of May, 2006, by and among LBT, INC., a Florida corporation ("LBT"), FOURTH AND FOURTH ASSOCIATES, INC., a Florida corporation ("FOURTH AND FOURTH, INC."), FOURTH AND FOURTH ASSOCIATES, LLC, a Florida limited liability company ("FOURTH AND FOURTH, LLC"), FACTORY BAY MARINA OF MARCO, INC., a Florida corporation ("FACTORY BAY, INC."), FACTORY BAY MARINA OF MARCO, LLC, a Florida limited liability company ("FACTORY BAY, LLC"), CEDAR BAY LAND HOLDING COMPANY, a Florida corporation ("CEDAR BAY, INC."), and CEDAR BAY LAND, LLC, a Florida limited liability company ("CEDAR BAY, LLC").

WHEREAS, the directors and shareholders of LBT deem it advisable and in the best interests of LBT and the other parties to this Agreement, all of which other parties are wholly-owned subsidiaries of LBT, that certain parties to this Agreement merge with and into certain other parties to this Agreement; and

WHEREAS, the purpose of the reorganization to be effected pursuant to this Agreement is to change the corporate structure of each of FOURTH AND FOURTH, INC., FACTORY BAY, INC. AND CEDAR BAY, INC. from a corporation to a limited liability company to facilitate the distribution of certain equity interests in such entities to shareholders of LBT; and

WHEREAS, the shareholders, directors, stockholders, managers and members, as the case may be, of the parties to this Agreement have approved this Agreement and have authorized its execution;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, each of the parties to this Agreement hereby make, adopt and approve this Agreement and prescribe the terms and conditions of the transactions contemplated hereby, all as set forth as follows:

1. Prior Reorganization of LBT. Prior to the Effective Time (as defined in Section 3 below), LBT has entered into and effected a reorganization pursuant to which LBT changed its corporate structure from a Massachusetts Business Trust to a Florida corporation.
2. Creation of Limited Liability Companies; the Mergers. FOURTH AND FOURTH, INC., FACTORY BAY, INC. and CEDAR BAY, INC. (collectively, the "MERGING COMPANIES") are operating subsidiaries of LBT. LBT has caused to be formed FOURTH AND FOURTH, LLC, FACTORY BAY, LLC and CEDAR BAY, LLC (collectively, the "SURVIVING COMPANIES") as shell limited liability companies. LBT shall cause the following: (i) FOURTH AND FOURTH, INC. shall merge with and into FOURTH AND FOURTH, LLC, with FOURTH AND FOURTH, LLC being the surviving entity; (ii) FACTORY BAY, INC. shall merge with and into FACTORY BAY, LLC,

with FACTORY BAY, LLC being the surviving entity; and (iii) CEDAR BAY, INC. shall merge with and into CEDAR BAY, LLC, with CEDAR BAY, LLC being the surviving entity (each a "Merger" and, collectively, the "Mergers"). The Mergers shall be effected pursuant to the provisions of applicable Florida law.

3. Effective Time of the Mergers. Subject to the terms and conditions of this Agreement, the Mergers shall become effective upon the filing of Articles of Merger with respect to each Merger with the Secretary of State of the State of Florida (the "Effective Time").

4. Surviving Entities. At the Effective Time, the corporate existence of the MERGING COMPANIES shall be merged with and into the SURVIVING COMPANIES in accordance with applicable Florida law, and the SURVIVING COMPANIES shall be the surviving entities and the separate existence of the MERGING COMPANIES shall cease. At the Effective Time, each of the SURVIVING COMPANIES shall continue to be a Florida limited liability company which shall continue in existence and shall continue to conduct its business under its name as set forth in this Agreement.

5. Certificates of Formation. The Certificate of Formation of each of the SURVIVING COMPANIES as in effect immediately prior to the Effective Date shall constitute and shall continue in full force and effect as the Certificate of Formation of such SURVIVING COMPANY unless and until amended in accordance with applicable Florida law.

6. Purposes of the Surviving Companies. The purposes of each of the SURVIVING COMPANIES shall be and remain as set forth in the Certificate of Formation of such SURVIVING COMPANY unless and until amended in accordance with Florida law.

7. Managers. The Manager of each of the SURVIVING COMPANIES immediately prior to the Effective Time shall, when the Mergers become effective, constitute the Managers of and shall hold the same office with, such SURVIVING COMPANY until his successor shall have been duly appointed or until the earlier of his death, resignation or removal.

8. Effect of Merger. At the Effective Date, all of the assets, estate, property, privileges, powers and franchises of a SURVIVING COMPANY and the respective MERGING COMPANY (in the case of each Merger, the "Constituent Entities") and all of their property, real, personal and mixed, and all the debts due on whatever account to either of such Constituent Entities, as well as all other choses in action belonging to such Constituent Entities, shall be transferred to and vested in the SURVIVING COMPANY without further act or deed. The rights of creditors of any of SURVIVING COMPANY and the MERGING COMPANY shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against such entity, or any stockholder, director, officer, member or manager thereof, as applicable, be released or impaired by the Merger. Each SURVIVING COMPANY shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each of the applicable Constituent Entities in the same manner and to the same extent as if such SURVIVING COMPANY had itself incurred such liabilities or obligations. The stockholders, directors, officers, members and managers, as applicable, of the Constituent Entities of the applicable Merger shall continue to be

subject to all the liabilities, claims and demands existing against them as such were in existence at or before such Merger. No action or proceeding then pending before any court or tribunal to which any Constituent Entity is a party, or in which any such stockholder, director, officer, member or manager, as applicable, is a party, shall abate or be discontinued by reason of the Mergers, but any such action or proceeding may be prosecuted to final judgment as though the Mergers had not taken place, and each SURVIVING COMPANY may be substituted as a party in place of its respective MERGING COMPANY by the court in which such action or proceeding is pending.

9. Termination. At any time prior to the Effective Time, any of the Constituent Entities may terminate and abandon this Agreement by giving notice to the other party. In the event of such termination and abandonment, this Agreement shall be null and void and none of the parties hereto, nor any of their respective stockholders, directors, officers, members and managers, as applicable, shall be liable with respect to such termination or abandonment.

10. Amendment. The Directors and Stockholders of LBT may amend this Agreement at any time prior to the filing of this Agreement (or one or more certificates in lieu thereof) with the Secretary of State of the State of Florida.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida applicable to contracts made and to be performed in such jurisdiction, without regard to choice of law or conflict of law principles.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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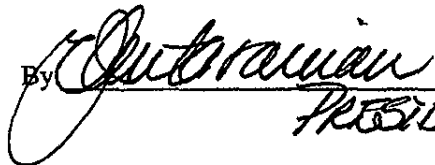
*Signature Page to Agreement and Plan of Reorganization
of LBT, Inc.*

IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement and Plan of Reorganization to be executed by their duly authorized officers and their respective corporate seals to be affixed hereto, all as of the date first above written.

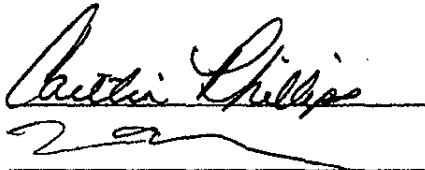


Witnesses

LBT, Inc., a Florida corporation

By: 

PRESIDENT

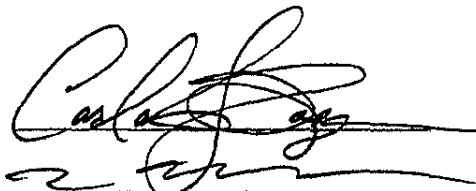


Witnesses

FOURTH AND FOURTH ASSOCIATES, INC.
a Florida corporation

By: 

PRESIDENT

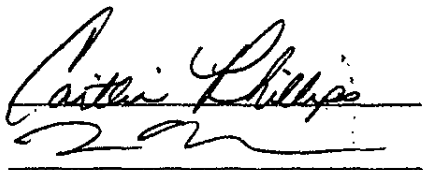


Witnesses

FOURTH AND FOURTH ASSOCIATES, LLC
a Florida limited liability company

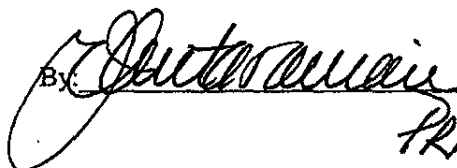
By: 

MR.



Witnesses

FACTORY BAY MARINA OF MARCO, INC.
a Florida corporation

By: 

PRESIDENT

FACTORY BAY MARINA OF MARCO, LLC
a Florida limited liability company

Caitlin Phillips
[Signature]
Witnesses

By: [Signature]
MANAGER

CEDAR BAY LAND HOLDING COMPANY
a Florida corporation

Caitlin Phillips
[Signature]
Witnesses

By: [Signature]
PRESIDENT

CEDAR BAY LAND HOLDING COMPANY, LLC
a Florida limited liability company

Caitlin Phillips
[Signature]
Witnesses

By: [Signature]
MANAGER

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