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EXAMINER

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DATE: 03-01-10

NAME: 79th STREET STORE, LLC

TYPE OF FILING: MERGER

COST: \$80

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ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



CERTIFICATE OF MERGER

of

79TH STREET STORE, LLC
a Florida limited liability company

with and into

FFI FLORIDA, LLC,
a Florida limited liability company

The following Certificate of Merger is submitted in accordance with Section 608.4382, Florida Statutes.

FIRST: The Plan of Merger is attached hereto as Exhibit A.

SECOND: The attached Plan of Merger was approved and executed by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

THIRD: The effective date of the merger contemplated hereby shall be the date on which this Certificate of Merger is filed with the Secretary of State of the State of Florida.

FFI FLORIDA, LLC, a Florida limited liability company

By: 

Name: John D. Thedford

Title: Manager

By: 

Name: Wilton A. Whitcomb, III

Title: Manager

79TH STREET STORE, LLC, a Florida limited liability company

By: 

Name: John D. Thedford

Title: Manager

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EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER (this "Agreement") is made and entered into as of the 1st day of March, 2010, by and between 79TH STREET STORE, LLC, a Florida limited liability company (the "Merged Entity"), and FFI FLORIDA, LLC, a Florida limited liability company ("FFI" and collectively with the Merged Entity, the "Constituent Entities"), with the Merged Entity merging with and into FFI, such that the separate existence of the Merged Entity shall cease and FFI shall continue as the surviving entity (the "Merger").

R E C I T A L S:

WHEREAS, the sole member, and managers, of each of the Constituent Entities deem it advisable and in the best interests of the Constituent Entities to merge the Constituent Entities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Limited Liability Company Act ("FLLCA"), the Merged Entity shall be merged with and into FFI. Following the Merger, FFI shall continue as the surviving entity (the "Surviving Entity") and shall continue its existence under the laws of the State of Florida, and the separate existence of the Merged Entity under the laws of the State of Florida shall cease.

2. Effective Date and Effective Time. A Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the FLLCA. The Merger shall become effective on the date upon which the Certificate of Merger is filed with the Secretary of State of the State of Florida (the date and time the Merger being referenced to herein as the "Effective Date" and the "Effective Time," respectively).

3. Effect of the Merger. At the Effective Time and without any further action on the part of the Constituent Entities, the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Constituent Entities, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities so merged; and all of the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to either of the Constituent Entities on whatever account, shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Entity as they were of the Constituent Entities; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or otherwise, in either of the Constituent Entities, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Constituent Entities, and all rights of creditors and all liens upon any property of either of the Constituent Entities shall thenceforth attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

4. Articles of Organization and Operating Agreement of Surviving Entity. From and after the Effective Time, the Articles of Organization and the Operating Agreement of FFI in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement, respectively, of the Surviving Entity, unless and until altered, amended or repealed as provided in such Articles of Organization or Operating Agreement.

5. Managers of Surviving Entity. The managers of FFI immediately prior to the Effective Time shall be the managers of the Surviving Entity and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Articles of Organization and Operating Agreement of the Surviving Entity, or as otherwise provided by law.

6. Termination of Membership Interests. At the Effective Time, each then outstanding limited liability company interest of the Merged Entity shall, by virtue of the Merger and without any action on the part of either Constituent Entity or the sole members thereof, be cancelled and cease to exist, and the only consideration that shall be provided in respect thereof is the termination and cancellation of: (a) that certain Loan and Security Agreement dated July 1, 2009 by and between the Merged Entity and FFI Holdings, LLC, a Delaware limited liability company and the sole member of FFI ("Parent"); (b) that certain Senior Secured Promissory Note dated July 1, 2009 in the principal amount of \$2 million, and all accrued and unpaid interest, executed by the Merged Entity for the benefit and in the name of Parent; and (c) that certain Unconditional Guaranty Agreement dated July 1, 2009 executed by Courtney Thedford, individually and not as the sole member of the Merged Entity, for the benefit and in the name of Parent.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law rules thereof.

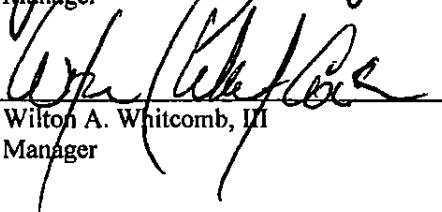
8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

9. Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto and each parties' respective members, any rights or remedies.

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan of Merger to be executed on its behalf as of the date first above written.

FFI FLORIDA, LLC, a Florida limited liability company

By: 
Name: John D. Thedford
Title: Manager

By: 
Name: Wilton A. Whitcomb, III
Title: Manager

79TH STREET STORE, LLC, a Florida limited liability company

By: 
Name: John D. Thedford
Title: Manager