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MERGER OR SHARE EXCHANGE
JOE CRACKER SPORTSGRILLE & TIKI, LLC

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$88.75

\$80.00

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EXAMINER

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SARASOTA, FLORIDA
of Counsel

June 22, 2011

Florida Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Joe Cracker Sportsgrille & Tiki, LLC
LMK Associates, LLC

Dear Sir or Madam:

Attached to this letter please find two merger filings that need to be kept together (as filed in sequence) as follows:

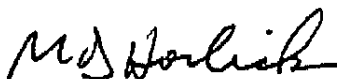
1. Joe Cracker Sportsgrille & Tiki, LLC Certificate of Merger; and next
2. LMK Associates, LLC Certificate of Merger.

Please be sure to file the Joe Cracker Certificate of Merger **BEFORE** filing the Certificate of Merger for LMK Associates, LLC.

If you have any questions concerning the above request, please give me a call.

Thank you for your attention to this request.

Sincerely,



Michael D. Horlick

MDH/ras

Attachments

cc: Gregory R. Novack and Norman Shea, CPA

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Exhibit "A"

**CERTIFICATE OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

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

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

204-40254

• **DRY DOCK MANAGEMENT, LLC**, a Florida limited liability company, organized in Florida.

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

• **JOE CRACKER SPORTSGRILLE & TIKI, LLC**, a Florida limited liability company, organized in Florida.

11-37071

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

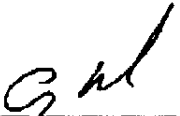
FOURTH: The Plan of Merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

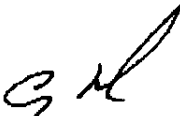
FIFTH: The effective date of the merger is the date this document is filed by the Florida Department of State.

IN WITNESS WHEREOF, this instrument has been executed and delivered this 6th day of May, 2011.

DRY DOCK MANAGEMENT, LLC

JOE CRACKER SPORTSGRILLE & TIKI, LLC

By: 
Gregory R. Novack, Authorized Representative

By: 
Gregory R. Novack, Authorized Representative

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Exhibit "A"

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan") dated as of the 6th day of May, 2011 is entered into by and between **JOE CRACKER SPORTSGRILLE & TIKI, LLC**, a Florida limited liability company ("Joe Cracker" or the "Surviving Entity" or "Surviving Party" of the Merger) and **DRY DOCK MANAGEMENT, LLC**, a Florida limited liability company ("Dry Dock").

WITNESSETH

WHEREAS, the respective members of Joe Cracker and Dry Dock have approved and declared advisable the merger of Dry Dock with and into Joe Cracker (the "Merger") and have agreed to the Merger under the terms and conditions set forth in an Agreement of Merger dated April 6, 2011 (the "Agreement").

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

MERGING PARTY AND SURVIVING PARTY OF THE MERGER

1.1 The Merging Party. The exact name and form/entity type of the merging party is **DRY DOCK MANAGEMENT, LLC**, a Florida limited liability company ("Dry Dock").

1.2 The Surviving Party. The exact name and form/entity type of the surviving party is **JOE CRACKER SPORTSGRILLE & TIKI, LLC**, a Florida limited liability company ("Joe Cracker" or the "Surviving Entity" or "Surviving Party" of the Merger).

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

2.1 Terms of Merger. Upon the terms and subject to the conditions set forth in this Plan and in accordance with the Florida Limited Liability Company Act, as amended (the "Act"), at the Effective Time (as defined in Section 2.3 below) Dry Dock shall be merged with and into Joe Cracker and the separate existence of Dry Dock shall thereupon cease. Joe Cracker shall be the surviving entity in the Merger, and the separate existence of Joe Cracker with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger.

2.2 Effects of the Merger. The Merger shall have the effects specified in the Act. All of the rights, privileges and powers of Dry Dock, and all assets, licenses, property, real, personal and mixed, and all debts due to Dry Dock, as well as all other things and causes of action

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belonging to Dry Dock, shall be vested in Joe Cracker as the Surviving Entity, and shall thereafter be the property of Joe Cracker as the Surviving Entity, and the title to any real property vested by deed or otherwise in Dry Dock shall be vested in Joe Cracker and shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon any property of Dry Dock shall be preserved unimpaired and all debts, liabilities and duties of Dry Dock shall attach to Joe Cracker as the Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

2.3 Effective Time. The parties agree to cause a Certificate of Merger to be executed and filed with the Department of State - Division of Corporations of the State of Florida as provided in Section 408.4382 of the Act. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with the Department of State (the "Effective Time").

ARTICLE III CONVERSION OF MEMBERSHIP INTEREST IN MERGING ENTITY OPERATING AGREEMENT OF SURVIVING ENTITY

3.1 Members of the Companies. Dry Dock is a wholly-owned limited liability company subsidiary of MJH Enterprises, LLC, a Florida limited liability company ("Enterprises"), and Joe Cracker is a wholly-owned limited liability company subsidiary of LMK Associates, LLC, a Florida limited liability company ("Associates"). Immediately after the Effective Time of the Merger, Enterprises will be merged with and into Associates (the "Parent LLC Merger"). Accordingly, the 100% Joe Cracker Membership Interest now held by Associates will be exchanged for the 100% Membership Interest in Dry Dock which is being cancelled under Section 3.2 below. Such 100% Membership Interest in Dry Dock will then be transferred by operation of law to Associates along with the other assets of Associates as soon as the Parent Merger of Enterprises with and into Associates becomes effective.

3.2 At the Effective Time of the Merger:

(a) The 100% membership interest in Dry Dock held by Enterprises immediately before the Merger shall be cancelled and, without any further action, shall thereupon be converted into a 100% membership interest in Joe Cracker.

(b) The 100% membership interest in Joe Cracker held by Associates issued and outstanding immediately before the Merger shall be cancelled and shall no longer be issued and outstanding.

3.3 The Operating Agreement of Joe Cracker as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Entity, until duly amended as provided therein or by applicable law.

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ARTICLE IV MANAGERS OF SURVIVING ENTITY

4.1 The Manager(s) of Joe Cracker immediately prior to the Effective Time shall, from and after the Effective Time, be the Manager(s) of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE V AMENDMENT AND TERMINATION

5.1 Amendment. This Plan may be amended and the terms of the Merger may be amended at any time prior to the Effective Time by mutual written consent of Joe Cracker and Dry Dock.

5.2 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual written consent of Joe Cracker and Dry Dock.

ARTICLE VI MISCELLANEOUS

6.1 Further Assurances. If, at any time after the Effective Date, the Surviving Entity of the Merger shall consider or be advised that any bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (i) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title and interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of Dry Dock or (ii) to otherwise carry out the purposes of this Agreement, the Surviving Entity in the Merger and its Manager(s) or their designees shall be authorized to execute and deliver, in the name and on behalf of Dry Dock, all such bills of sale, assignments and assurances and to do, in the name and on behalf of Dry Dock, all other acts and things as may be necessary, proper or desirable to vest, perfect or confirm the Surviving Entity's right, title and interest in, to and under any of the rights, privileges, powers, franchises, properties or assets of Dry Dock, in accordance with the purposes of this Agreement.

6.2 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Florida without regard of principals of conflict of laws.

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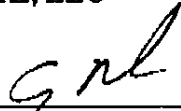
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

DRY DOCK MANAGEMENT, LLC

**JOE CRACKER SPORTSGRILLE &
TIKI, LLC**



Gregory R. Novack, Authorized Representative



Gregory R. Novack, Authorized Representative

Subsidiary Plan of Merger_1.executed original.wpd

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