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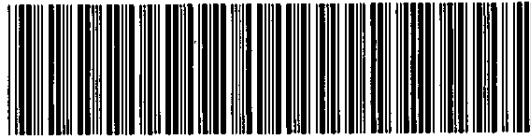
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JUN 30 2011

EXAMINER



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DIVISION OF CORPORATIONS
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 827440 4370799
AUTHORIZATION :
COST LIMIT : \$ 50.00

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ORDER DATE : June 27, 2011
ORDER TIME : 8:45 AM
ORDER NO. : 827440-010
CUSTOMER NO: 4370799

ARTICLES OF MERGER

FILE SECOND

RICHARD J. HUXLEY ENTERPRISES,
LLC (NY)

INTO

RICHARD J. HUXLEY ENTERPRISES,
LLC (FL)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

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DIVISION OF CORPORATIONS
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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>
Richard J. Muxley Enterprises, LLC	NY	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>
Richard J. Muxley Enterprises, 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, county 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:

4/30/11

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: _____

Mailing address: _____

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:
<i>Richard J. Huxley Enterprises LLC</i>	<i>Richard J. Huxley</i>	<i>Richard J. Huxley</i>

* Richard J. Huxley is signing on behalf of both
RICHARD J. HUXLEY ENTERPRISES, LLC, the New York company,
and RICHARD J. HUXLEY ENTERPRISES, LLC, the Florida company.

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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>
Richard J. Huxley Enterprises LLC	NY	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>
Richard J. Huxley Enterprises LLC	Florida	LLC

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

NY LLC will merge into Florida LLC
Richard J. Huxley will remain sole
member and managing member
and all assets of the LLC will
continue to be owned by Richard J.
Huxley, who is now a resident of
Florida

(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:

Interest in the Florida LLC will continue to be held by Richard J. Huxley and managed in accordance with the original Operating Agreement attached hereto.

(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:

Will be managed in accordance with the original Operating Agreement attached hereto except that the address for mailing is: 7328 Heritage Palms Estates Dr. Fort Myers, FL 33966

(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:

N/A

(Attach additional sheet if necessary)

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

NONE

(Attach additional sheet if necessary)

OPERATING AGREEMENT

OF

RICHARD J. HUXLEY ENTERPRISES, LLC

THIS OPERATING AGREEMENT ("Agreement") of RICHARD J. HUXLEY ENTERPRISES, LLC is entered into as of the 1st day of February, 2008, by Richard J. Huxley, as the sole member of the limited liability company (the "Member").

The Member hereby forms a limited liability company pursuant to and in accordance with the New York Limited Liability Company Law, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is RICHARD J. HUXLEY ENTERPRISES, LLC (the "Company").
2. Purpose. The purpose for which the LLC is organized, subject to the provisions to Section 201 of the Act, is to engage in any lawful act or activity for which LLCs may be organized under the Limited Liability Company Law of the State of New York. The LLC is not formed to engage in an act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.
3. Powers of the Company. Subject to the limitations set forth in the Articles of Organizations, the Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2 of this Agreement, including, but not limited to, the power:
 - (a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any State, territory, district or possession of the United States or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company.

(b) to acquire, by purchase, lease, contribution of property or otherwise, and to own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(c) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with the Member or any person or other entity that directly or indirectly controls, is controlled by, or is under common control with the Member or an "Affiliate" as hereinafter defined, or any agent of the Company necessary to, in connection with, convenient to, or incidental to, the accomplishment of the purpose of the Company.

For purposes of this Agreement, "Affiliate" means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a Member. For purposes hereof, the terms "control", "controlled", or "controlling" shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the Membership Interests of (y) the Company or beneficial interests of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the Managing Member or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

(d) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including, without limitations, the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including, without limitation, the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and perform the duties created thereby), and other entities or individuals, or direct or indirect obligations of the United States or any foreign country or of any government, State, territory, governmental district or municipality or of any instrumentality of any of them;

(e) to lend money for any proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(f) to sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

- (g) to appoint employees and agents of the Company, and define their duties and fix their compensation;
- (h) to indemnify any person or entity and to obtain any and all types of insurance;
- (i) to cease its activities and cancel its insurance;
- (j) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;
- (k) to borrow money and issue evidences of the indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;
- (l) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and
- (m) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

4. Member. The name and the business, residence or mailing address of the sole member of the Company is as follows:

Name
RICHARD J. HUXLEY

Address
103 Country Downs Cr.
Fairport, NY 14450

5. Powers of Member. The Member shall have the power to exercise any and all rights and powers granted to the Member pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement or required by the Act, the Managing Member (as hereinafter defined) shall have the power to act for and on behalf of, and to bind, the Company. Debra A. Domres, Esq., having offices at 100 Office Park Way, Pittsford, New York 14534, is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Articles of Organization of the Company (and any amendments and/or restatements thereof) and any other certificates

(and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

6. Management.

6.1 Management of the Company.

(i) shall be Managing Member of the Company (the "Managing Member") and, in such capacity, shall manage the Company in accordance with this Agreement. The Managing Member is an agent of the Company's business, and the actions of the Managing Member taken in such capacity and in accordance with this Agreement shall bind the Company.

(ii) The Managing Member shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. The Managing Member shall be the sole person or entity with the power to bind the Company, except and to the extent that such power is expressly delegated to any other person or entity by the Managing Member, and such delegation shall not cause the Managing Member to cease to be the Member or the Managing Member. There shall not be a "Manager" (withing the meaning of the Act) of the Company.

(iii) The Managing Member may appoint individuals with or without such titles as it may elect, including the titles of President, Vice President, Treasurer, Secretary and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managing Member may delegate in writing to any such persons.

(iv) The Managing Member hereby appoints «Member_Name» to be the President of the Company to serve until «his/her» successor is elected and qualified. The President shall be the chief executive officer of the Company; «heshe» shall preside at all meetings of the Members; shall have the general and active management and control of the business and affairs of the Company, subject to the control of the Members, and shall see that all orders and resolutions of the Members are carried into effect.

6.2 Powers of the President. The President shall have the right, power and authority, in the management of the business and affairs of the Company, to do or cause to be done any and all acts deemed by the President to be necessary or appropriate to effectuate the business, purposes and objectives of the Company, at the

expense of the Company. Without limiting the generality of the foregoing, the President shall have the power and authority to:

- (i) establish a record date with respect to all actions to be taken hereunder that require a record date be established, including with respect to allocations and distributions;
- (ii) bring and defend on behalf of the Company actions and proceedings at law or in equity before any court or governmental, administrative or other regulatory agency, body or commission or otherwise; and
- (iii) execute all documents or instruments, perform all duties and powers and do all things for and on behalf of the Company in all matters necessary, desirable, convenient or incidental to the purpose of the Company, including, without limitation, all documents, agreements and instruments related to the making of investments of Company funds.

6.3 No Management by Other Persons or Entity. Except and only to the extent expressly delegated by the Managing Member, no person or entity other than the Managing Member, the President and the Member shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

6.4 Reliance by Third Parties. Any persons or entity dealing with the Company, the Managing Member, the Member or the President may rely upon a certificate signed by the Managing Member as to:

- (i) the identity of the Managing Member, the Member or the President;
- (ii) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Managing Member, the Member or the President or are in any other manner germane to the affairs of the Company;
- (iii) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
- (iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Member.

6.5 Funds. All funds of the Company shall be deposited in such checking accounts, savings accounts, time deposits, or certificates of deposit in the Company's name or shall be invested in the Company's name, in such manner as shall be designated by the Managing Member from time to time. Company funds shall not be commingled with those of any other person or entity. Company funds shall be used by the Managing Member only for the business of the Company.

6.6 Assets. Title to Company assets shall be held in the Company's name.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member, (b) the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company, or (c) the entry of a decree of judicial dissolution under Section 702 of the Act.

8. Capital Contribution. The Member has contributed Five Hundred Dollars (\$500.00) cash and no other property to the Company.

9. Additional Contributions. The Member is not required to make any additional contribution to the Company.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Managing Member.

12. Assignments. The Member may assign in whole or in part her limited liability company interest.

13. Resignation. The Member may not resign from the Company.

14. Admission of Additional Members and Transfer of Membership Interest.

14.1 Addition of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional member of the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have more than one member.

14.2 Transfer of Membership Interest. No person acquiring a Membership Interest pursuant to this Section shall become a Member unless such person is approved by consent of the sole Member. If no such approval is obtained, such person's Membership Interest shall only entitle such person to receive the distributions and allocations of profits and losses to which the Member transferring such Membership Interest would be entitled. Any such approval may be subject to any terms and conditions imposed by the Members.

15. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

16. Indemnification.

16.1 Exculpation.

(i) For the purpose of this Agreement, the term "Covered Persons" means the Member, any Affiliate of the Member and any officers, directors, shareholder, partners or employees of the Member and their respective Affiliates, and any officer, employee or expressly authorized agent of the Company or its Affiliates.

(ii) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(iii) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person or entity as to matters the Covered Person reasonably believes are within the professional or expert competence of such person or entity and who or which has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

16.2 Duties and Liabilities of Covered Persons.

(i) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(ii) Unless otherwise expressly provided herein, (a) whenever a conflict of interest exists or arises between Covered Persons, or (b) whenever this Agreement or any other agreement contemplated herein provided that a Covered Person shall act in a manner that is, or provides terms that are, fair and reasonable to the Company or the Member, the Covered Person shall resolve such conflict of interest, taking such action or providing such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Covered Person, the resolution, action or term so made, taken or provided by the Covered Person shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the Covered Person at law or in equity or otherwise.

(iii) Whenever in this Agreement a Covered Person is permitted or required to make a decision (a) in its "discretion" or under a grant of similar authority or latitude, the Covered Person shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest or factors affecting the Company or any other Person, or (b) in its "good faith" or shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

16.3 Indemnification. To the fullest extent by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

16.4 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 16.3 hereof.

16.5 Insurance. The Company may purchase and maintain insurance, to the extent in such amounts as the Managing Member or President shall, in her sole discretion, deem reasonable, on behalf of Covered Persons and such other persons or entities as the Managing Member or President shall determine, against any liability under the provisions of this Agreement. The Managing Member or the President and the Company may enter into indemnity contracts with Covered Person and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section hereof and containing such other procedures regarding indemnification as are appropriate.

17. Outside Business. The Member or Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Member shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Member or Affiliate thereof shall not be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and the Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to an other any such particular investment opportunity.

18. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New York, without regard to the rules of conflict of laws thereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Limited Liability Company Agreement as of the day and year first aforesaid.

/s/Richard J. Huxley
Richard J. Huxley, Sole Member

#D-3462