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(Requestor's Name)

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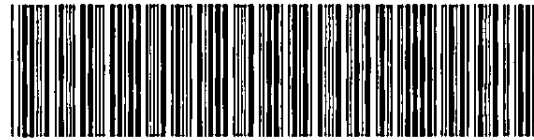
(Business Entity Name)

(Document Number)

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2023 JUN -8 PM 2:26
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Bougainvillea Landing, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

David H. Abrams, B.C.S.

Contact Person

Law Office of David H. Abrams

Firm/Company

200 N. Thornton Avenue

Address

Orlando, FL 32801

City, State and Zip Code

david@dabramslaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

David H. Abrams

at

407

385-0529

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
<u>Coral Reef Group, LLC</u>	<u>Florida</u>	<u>LLC (Doc No. L22000016430)</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </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>
<u>Bougainvillea Landing, LLC</u>	<u>Florida</u>	<u>LLC (Doc No. L23000101152)</u>

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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2023 JUN -8 PM 2:26
CLERK OF STATE
TALLAHASSEE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

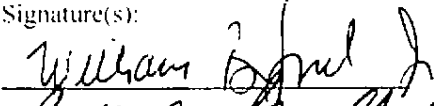

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

n/a

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Coral Reef Group, LLC		William S. Bradford, Jr.
Bougainvillea Landing, LLC		Rutledge M. Bradford
_____	_____	_____
_____	_____	_____

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 an authorized person

Fees:	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	Certified Copy (optional):	\$30.00

FILED
2023 JUN -8 PM 2:26
CLERK OF STATE
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER BETWEEN
BOUGAINVILLEA LANDING, LLC and
CORAL REEF GROUP, LLC**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 6, 2023, by and between BOUGAINVILLEA LANDING, LLC, a Florida limited liability company (the "Acquiror"), and CORAL REEF GROUP, LLC, a Florida limited liability company (the "Company").

WHEREAS, the entire membership of the Acquiror, and the entire membership of Company, have each approved and adopted this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such limited liability company and its members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Revised Limited Liability Company Act (the "Florida RLLC Act"), will merge with and into the Acquiror, with the Acquiror as the surviving company (the "Merger").

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

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 605.1025 of the Florida RLLC Act, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of the Company shall cease, and the Acquiror shall continue as the surviving company (the "Surviving Company"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Florida RLLC Act.

2. Effective Time.

(a) Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file certificates of merger (the "Certificates of Merger") with the Secretary of State of the State of Florida. The Merger shall become effective upon filing (the "Effective Time").

(b) The Merger shall have the effects set forth in the Florida RLLC Act. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers, licenses and franchises of the Company shall vest in the Acquiror, as the Surviving Company, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Company.

3. Organizational Documents. The Operating Agreement of the Company in effect at the Effective Time shall be the Operating Agreement of the Surviving Company.

4. Managers. The managers of the Surviving Company from and after the Effective Time shall hold office until the earlier of their respective death, resignation, or removal, or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of formation and Operating Agreement of the Surviving Company or as otherwise provided by the Florida RLLC Act.

5. Conversion of Units. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of the membership interests (the "Interests") in the Company:

(a) the Interests, issued and outstanding immediately prior to the Effective Time, other than Interests held by the Acquiror, shall be converted into the right to receive one identical interest in the Surviving Company;

(b) any interest that is owned by the Acquiror or the Company will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) any interest in the Acquiror issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor following the consummation of the Merger.

6. Submission to Service of Process. The Surviving Company agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent company, as well as the enforcement of any obligation of the Surviving Company arising from this Merger.

7. Entire Agreement. This Agreement together with the Certificates of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and

signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

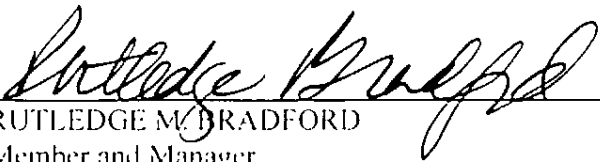
13. Governing Law. This Agreement shall be governed by and construed in accordance with Florida law.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

On behalf of CORAL REEF GROUP, LLC:



RUTLEDGE M. BRADFORD
Member and Manager




WILLIAM S. BRADFORD, JR.
Member and Manager

On behalf of BOUGAINVILLEA LANDING, LLC:



RUTLEDGE M. BRADFORD
Member and Manager



WILLIAM S. BRADFORD, JR.
Member

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Bougainvillea Landing, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

David H. Abrams, B.C.S.

Contact Person

Law Office of David H. Abrams

Firm/Company

200 N. Thornton Avenue

Address

Orlando, FL 32801

City, State and Zip Code

david@dabramslaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

David H. Abrams at (407) 385-0529

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
<u>Coral Reef Group, LLC</u>	<u>Florida</u>	<u>LLC (Doc No. L22000016430)</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </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>
<u>Bougainvillea Landing, LLC</u>	<u>Florida</u>	<u>LLC (Doc No. L23000101152)</u>

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

n/a

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

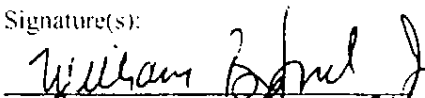

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Coral Reef Group, LLC

Bougainvillea Landing, LLC

Signature(s):

Typed or Printed

Name of Individual:

William S. Bradford, Jr.

Rutledge M. Bradford

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 an authorized person

<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

**AGREEMENT AND PLAN OF MERGER BETWEEN
BOUGAINVILLEA LANDING, LLC and
CORAL REEF GROUP, LLC**

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WHEREAS, the entire membership of the Acquiror, and the entire membership of Company, have each approved and adopted this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such limited liability company and its members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Revised Limited Liability Company Act (the "Florida RLLC Act"), will merge with and into the Acquiror, with the Acquiror as the surviving company (the "Merger").

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

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 605.1025 of the Florida RLLC Act, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of the Company shall cease, and the Acquiror shall continue as the surviving company (the "Surviving Company"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Florida RLLC Act.

2. Effective Time.

(a) Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file certificates of merger (the "Certificates of Merger") with the Secretary of State of the State of Florida. The Merger shall become effective upon filing (the "Effective Time").

(b) The Merger shall have the effects set forth in the Florida RLLC Act. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers, licenses and franchises of the Company shall vest in the Acquiror, as the Surviving Company, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Company.

3. Organizational Documents. The Operating Agreement of the Company in effect at the Effective Time shall be the Operating Agreement of the Surviving Company.

4. Managers. The managers of the Surviving Company from and after the Effective Time shall hold office until the earlier of their respective death, resignation, or removal, or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of formation and Operating Agreement of the Surviving Company or as otherwise provided by the Florida RLLC Act.

5. Conversion of Units. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of the membership interests (the "Interests") in the Company:

(a) the Interests, issued and outstanding immediately prior to the Effective Time, other than Interests held by the Acquiror, shall be converted into the right to receive one identical interest in the Surviving Company;

(b) any interest that is owned by the Acquiror or the Company will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) any interest in the Acquiror issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor following the consummation of the Merger.

6. Submission to Service of Process. The Surviving Company agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent company, as well as the enforcement of any obligation of the Surviving Company arising from this Merger.

7. Entire Agreement. This Agreement together with the Certificates of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and

signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law. This Agreement shall be governed by and construed in accordance with Florida law.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

On behalf of CORAL REEF GROUP, LLC:



RUTLEDGE M. BRADFORD
Member and Manager




WILLIAM S. BRADFORD, JR.
Member and Manager

On behalf of BOUGAINVILLEA LANDING, LLC:



RUTLEDGE M. BRADFORD
Member and Manager



WILLIAM S. BRADFORD, JR.
Member