

L95000000234

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(City/State/Zip/Phone #)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

NRC

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** BLACK DIAMOND ADMINISTRATIVE SERVICES, L.L.C.  
(Name of Surviving Party)

Please return all correspondence concerning this matter to:

C. ANTHONY RUMORE

(Contact Person)

LAW OFFICES OF C. ANTHONY RUMORE, P.A.

(Firm/Company)

5411 N. UNIVERSITY DRIVE, STE: 201

(Address)

CORAL SPRINGS, FL 33067

(City, State and Zip Code)

For further information concerning this matter, please call:

C. ANTHONY RUMORE

(Name of Contact Person)

at ( 954 ) 942-2414

(Area Code and Daytime Telephone Number)

☒ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

FILED  
07 JUL 20 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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>
FREDOT, INC. P95-15253	Florida	Profit Corporation
LORJA, INC. P95-16186	Florida	Profit Corporation

**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>
L95-234 Black Diamond Administrative Services L.L.C.	Florida	Limited Liability Company

**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:

Effective Date is the date of filing \_\_\_\_\_

**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:

Surviving Party is a Florida Limited Liability Company \_\_\_\_\_

**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:

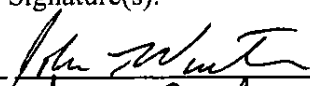
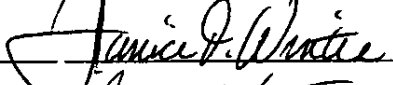
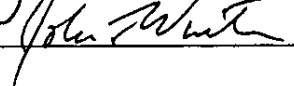

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

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:
FREDOT, INC.		John T. Winter, President
LORJA, INC.		Janice T. Winter, President
Black Diamond Administrative Services		Fredot, Inc. Mgr/Member
		John T. Winter, President 

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

**Fees:**

\$35.00 Per Party

**Certified Copy (optional):**

\$8.75

## 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>
LORJA, INC.	Florida	Profit Corporation
FREDOT, INC.	Florida	Profit Corporation

**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>
Black Diamond Administrative Svcs, L.L.C	Florida	Limited Liability Company

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

PLAN OF MERGER ATTACHED AS EXHIBIT "A"

*(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:

PLAN OF MERGER ATTACHED AS EXHIBIT "A"

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the 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:

PLAN OF MERGER ATTACHED AS EXHIBIT "A"

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*(Attach additional sheet if necessary)*

**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

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*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

JOHN T. WINTER - MEM/MGR - 1301 EAST ATLANTIC BLVD., POMPANO BEACH, FL 33060

JANICE T. WINTER - MEM/MGR - 1301 EAST ATLANTIC BLVD., POMPANO BEACH, FL 33060

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*(Attach additional sheet if necessary)*



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

PLAN OF MERGER ATTACHED AS EXHIBIT "A"

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*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

PLAN OF MERGER ATTACHED AS EXHIBIT "A"

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*(Attach additional sheet if necessary)*

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

Among

FREDOT, INC.  
(a Florida Corporation)

And

LORJA, INC.  
(a Florida Corporation)

Into

BLACK DIAMOND ADMINISTRATIVE SERVICES, L.L.C.  
(a Florida Limited Liability Company)

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger"), dated as of the 17 day of July, 2007 is by and between FREDOT, INC., a Florida Corporation ("FREDOT"), LORJA, INC., a Florida Corporation, ("LORJA") with their principal place of business at 1301 East Atlantic Boulevard, Pompano Beach, FL 33060, and BLACK DIAMOND ADMINISTRATIVE SERVICES, L.L.C., a Florida Limited Liability Company (BDAS), (the "Surviving Entity").

WHEREAS, the respective Boards of Directors and shareholders of FREDOT, INC., and LORJA, INC., deem it advisable for the general welfare and advantage of the respective corporations, in accordance with the applicable law of the State of Florida, be merged with and into the Surviving Entity, BLACK DIAMOND ADMINISTRATIVE SERVICES, L.L.C., (the "Merger");

NOW, THEREFORE, the parties hereto, subject to the approval of the Respective shareholders and Members of the Constituent entities as required by law, in consideration of the premises and of the mutual covenants and agreements contained herein and of the benefits to accrue to the parties hereto, have agreed and do hereby agree that FREDOT and LORJA be merged with and into the Surviving Entity pursuant to the laws of the States of Florida, and do hereby agree upon, prescribe and set forth the terms and conditions of the Merger, the method of carrying the same into effect, and the manner and basis of converting respective shares of LORJA and FREDOT into member/manager interest in the Surviving Entity, as follows:

1. The Merger. Subject to the terms and conditions of this Plan of Merger, at the Effective Time (as defined in Section 2 hereof), FREDOT and LORJA shall be merged with and into the Surviving Entity in accordance with the applicable law of the State of



Florida, whereupon the separate corporate existence of FREDOT and LORJA shall cease, and the Surviving Entity shall continue as the surviving limited liability company (the "Surviving Entity"). From and after the Effective Time, the Surviving Entity shall possess all the property, rights, privileges, immunities, powers, and franchises and be subject to all the debts, liabilities, obligations, restrictions, disabilities, and duties of FREDOT, LORJA and the Surviving Entity.

2. FREDOT, INC., (FREDOT) has an authorized capitalization of 1,000 shares of common stock, par value \$1.00 per share ("FREDOT Common Stock"), of which 501 shares are issued to John T. Winter on the date hereof.

3. LORJA, INC., (LORJA) has an authorized capitalization of 1,000 shares of common stock, par value \$1.00 per share ("LORJA Common Stock"), of which 501 shares are issued to Janice T. Winter on the date hereof.

4. Conversion of Outstanding Shares: Forthwith upon the effective date hereof, One Hundred (100%) percent of the stock of FREDOT shall be converted to a Fifty Percent (50%) Membership interest of BDAS.

5. Forthwith upon the effective date hereof, One Hundred (100%) percent of the stock of LORJA shall be converted to a Fifty Percent (50%) Membership interest of BDAS.

Second, information re Shareholder Action:

(2) Shareholder Action is not required, for the reason that the former shareholders and the resulting member/managers are the same without dilution or change. FREDOT and LORJA each presently own Fifty Percent (50%) as member/managers of BDAS, the Surviving Entity. The sole shareholder of FREDOT, John T. Winter and the sole shareholder of LORJA, Janice T. Winter shall each acquire, as individuals, Fifty Percent (50%) member/manager interest in the surviving entity. However, shareholder approval was obtained in Florida on this 17<sup>th</sup> day, of July, 2007.

Third, Corporate Authority:

(3) The PLAN OF MERGER and the performance of the terms of the PLAN OF MERGER by the each and all of the parties and entities mentioned in the PLAN OF MERGER were duly authorized by all action required by the laws under which each was incorporated or organized and by its constituent documents, to which representation each of the undersigned duly certifies and attests.

NOW, THEREFORE, the parties agree as follows:



ARTICLE I  
THE MERGER

1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in SECTION 1.2), FREDOT AND LORJA shall be merged with and into BDAS. As a result of the Merger, the separate existence of FREDOT and LORJA shall cease and BDAS shall continue as the Surviving Entity of the Merger.

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the articles of merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at or as soon as practicable after the Closing (as defined in SECTION 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective Time of the Merger").

1.3 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of FREDOT and LORJA and BDAS shall vest in the Surviving Entity, and all debts, liabilities and duties of FREDOT, LORJA and BDAS shall become the debts, liabilities and duties of the Surviving Entity.

ARTICLE II  
MISCELLANEOUS AND GENERAL

2.1 MODIFICATION OR AMENDMENT. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement; provided, however, that an amendment made subsequent to the approval of this Agreement by the holders of common stock shall not alter or change the amount or kind of shares and/or rights to be received in exchange for or on conversion of all or any of the shares or any class or series thereof of such corporation.

2.2 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

2.3 GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA.

2.4 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and supercedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

A handwritten signature in black ink, appearing to be "JW" or similar, located at the bottom right of the page.

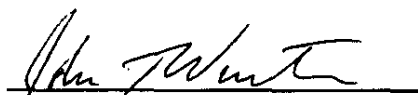
2.5 NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

2.6 SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

2.7 HEADINGS. The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

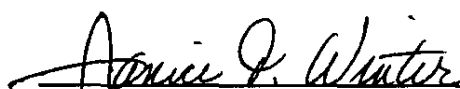
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

FREDOT, INC.

  
John T. Winter, President

Date: 7/17/07

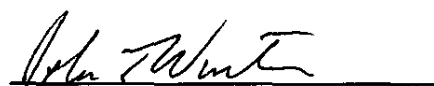
LORJA, INC.

  
Janice T. Winter, President

FILED  
07 JUL 20 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA


BLACK DIAMOND ADMINISTRATIVE SERVICES, L.L.C.

By its Member/Manager  
Fredot, Inc.

  
John T. Winter, President

Date: 7/17/07

By its Member/Manager  
Lorja, Inc.

  
Janice T. Winter, President