

M050 000000526

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000045847850

02/03/05--01040--020 **55.00

FILED
05 FEB -3 AM 10:16
TALLAHASSEE, FLORIDA

CA 82

TRANSMITTAL LETTER

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

SUBJECT: Wicks - Falcon House, LLC, a Florida limited liability company

Enclosed are an original and one (1) copy of the articles of merger and a check for:

☐ \$25.00 ☐ \$30.00
Filing Fee Filing Fee
 & Certificate of Status

☒ \$55.00 ☐ \$60.00
Filing Fee Filing Fee,
& Certified Copy Certified Copy
 & Certificate of
 Status

ADDITIONAL COPY REQUIRED

FROM: Amy J. Galloway, Esq.
Name (Printed or typed)

1700 East Las Olas Blvd., PH-1
Address

Fort Lauderdale, FL 33301
City, State & Zip

954-761-7200
Daytime Telephone number

FILED
05 FEB -3 AM 10:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section 608.4382, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each **merging** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Wicks - Falcon House, LLC 645 James Lee Road Fort Walton Beach, FL 32548 Florida Document Registration Number: <u>L04000061515</u>	<u>Florida</u>	<u>LLC</u>
2. Wicks - Falcon House, LLC 645 James Lee Road Fort Walton Beach, FL 32548 Florida Document Registration Number: <u>M05000000526</u>	<u>Delaware</u>	<u>LLC</u>

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Wicks - Falcon House, LLC 645 James Lee Road Fort Walton Beach, FL 32548 Florida Document Registration Number: <u>M05000000526</u>	<u>Delaware</u>	<u>LLC</u>

THIRD: The attached Agreement and Plan of Merger meets the requirements of section 608.438, Florida Statutes, and was approved by each limited liability company that is a party to the merger in accordance with Chapter 608, Florida Statutes.

FOURTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of state as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a

FILED
05 FEB -3 AM 10:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

party to the merger.

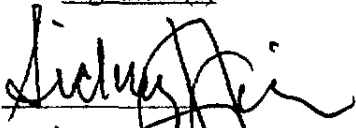

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or member of each domestic corporation, partnership, limited partnership and/or limited liability company that is a part to the merger the amount, if any, to which they are entitled under section 608.4384, Florida Statutes.

SIXTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization or operating of any limited liability company that is a part to the merger.

SEVENTH: The merger shall become effective as of the date the Certificate of Merger filed by the surviving entity, Wicks - Falcon House, LLC, a Delaware limited liability company, is filed with the Secretary of State of Delaware.

EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

NINTH: SIGNATURE(S) FOR EACH PARTY:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Wicks - Falcon House, LLC a Florida limited liability company		Sidney Wicks, Managing Member
Wicks - Falcon House, LLC a Delaware limited liability company		Sidney Wicks, Managing Member

G:\CLIENTS\1454\01\LLC\Articles of Merger.FL.wpd

FILED
05 FEB -3 AM 10:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of January 25, 2005 (this "Agreement"), between WICKS - FALCON HOUSE, LLC, a Florida limited liability company (the "Florida LLC"), and WICKS - FALCON HOUSE, LLC, a Delaware limited liability company (the "Delaware LLC").

WITNESSETH:

WHEREAS, the Delaware LLC desires to acquire the real property and other assets, and to assume all of the liabilities and obligations, of the Florida LLC by means of a merger of the Florida LLC with and into the Delaware LLC;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del.C. §18-101, *et seq.* of the laws of the State of Delaware (the "Delaware Act") and Fla. Stat. § 608.438 - 608.4384 of the Florida Limited Liability Company Act of the laws of the State of Florida (the "Florida Act") authorize the merger of a Florida limited liability company with and into a Delaware limited liability company;

WHEREAS, the Florida LLC and the Delaware LLC now desire to merge (the "Merger"), following which the Delaware LLC shall be the surviving entity;

WHEREAS, the Merger has been approved in accordance with laws of the State of Florida and the Delaware Act.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Delaware LLC shall determine, the Delaware LLC, which shall be the surviving entity, shall file a certificate of merger substantially in the form of Exhibit 1 hereto (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the "Effective Time").

(b) At the Effective Time, the Florida LLC shall be merged with and into the Delaware LLC, whereupon the separate existence of the Florida LLC shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 18-209 of the Delaware Act and Section 608.4383 of the Florida Act.

FILED
05 FEB -3 AM 10:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECTION 1.02. Interests.

At the Effective Time:

(a) Each limited liability company interest in the Florida LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) Each limited liability company interest in the Delaware LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

ARTICLE II

THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01. Certificate of Formation and Limited Liability Company Agreement. The certificate of formation and limited liability company agreement of the Delaware LLC in effect at the Effective Time shall be the certificate of formation and limited liability company agreement of the Surviving LLC unless and until amended in accordance with their terms and applicable law. The name of the Surviving LLC shall be WICKS - FALCON HOUSE, LLC.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Florida LLC and all of the assets and property of whatever kind and character of the Florida LLC shall vest in the Delaware LLC without further act or deed; thereafter, the Delaware LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Florida LLC, and any claim or judgment against the Florida LLC may be enforced against the Delaware LLC, as the Surviving LLC, in accordance with Section 18-209 of the Delaware Act.

SECTION 3.02. Further Assurances. If at any time the Delaware LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Florida LLC, or otherwise to carry out the provisions hereof, the proper representatives of the Florida LLC as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary

FILED
05 FEB -3 AM 10:16
CLERK OF DISTRICT COURT
DELAWARE, FLORIDA

or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

ARTICLE IV

TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (a) by mutual written consent of the Delaware LLC and the Florida LLC;
- (b) by either the Delaware LLC, or the Florida LLC, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware LLC or the Florida LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Delaware LLC, and by the Florida LLC.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Delaware LLC and the Florida LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Delaware LLC and the Florida LLC with respect to the subject matter hereof.

SECTION 5.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their

FILED
05 FEB -3 AM 10:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

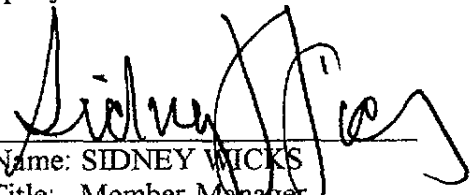
respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 5.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

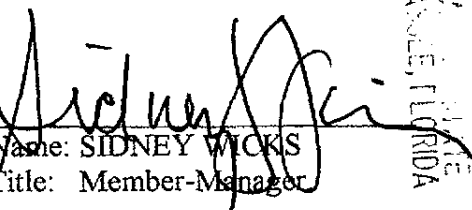
SECTION 5.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

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

WICKS - FALCON
HOUSE, LLC, a Delaware limited liability
company

By: 
Name: SIDNEY WICKS
Title: Member-Manager

WICKS - FALCON
HOUSE, LLC, a
Florida limited liability company

By: 
Name: SIDNEY WICKS
Title: Member-Manager

05 FEB - 3 AM 10:16
FILED
CLERK OF
SUPREME COURT
TALLAHASSEE, FLORIDA