

To:
Subject: 000174-96808
Division of Corporations

From: Rick/Sale

Friday, December 12, 2008 1:04 PM Page: 1 of 10

<https://efile.timbiz.org/scripts/efilecovr.exe>

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H08000272818 3)))



H080002728183ABC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6380

From:
Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
Phone : (850) 222-1173
Fax Number : (850) 224-1640

FILED
08 DEC 12 AM 10:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
2008 DEC 12 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

000174.96808

MERGER OR SHARE EXCHANGE

CLEAN BREEZE PARK HOMEOWNERS' ASSOCIATION, INC.

Certificate of Status	0
Certified Copy	1
Page Count	10
Estimated Charge	\$78.75

D. BRUCE

DEC 15 2008

Electronic Filing Menu

Corporate Filing Menu

EXAMINER

To:
Subject: 000174.96808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 2 of 10

H08000272818 3

**ARTICLES OF MERGER
OF
OCEAN BREEZE PARK HOMEOWNERS' ASSOCIATION, INC.,** *NO 7000003286*
a Florida not-for-profit corporation
and
OCEAN BREEZE PARK INC, *257961*
a Florida corporation

(Pursuant to the provisions of Chapter 607 and
617 of the Florida Business Corporation Act)

Pursuant to the provisions of Section 607.1108 of the Florida Statutes, the undersigned,
hereby certify by these Articles of Merger as follows:

1. The names of the corporations which are parties to the Merger are **OCEAN BREEZE PARK HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Ocean Breeze Homeowners' Association") and **OCEAN BREEZE PARK INC**, a Florida corporation ("Ocean Breeze Park"), the wholly owned subsidiary of Ocean Breeze Homeowners' Association. Ocean Breeze Homeowners' Association will be the surviving corporation and is to be governed by the laws of the State of Florida.

2. The Plan and Agreement of Merger is attached hereto as Exhibit "A" and incorporated herein by reference in its entirety.

3. The Plan and Agreement of Merger was duly adopted pursuant to a written consent as permitted by Section 617.0821 of the Florida Statutes by the board of directors of Ocean Breeze Homeowners' Association, the surviving corporation as of Dec 12, 2008.

4. Pursuant to the By-Laws of Ocean Breeze Homeowners' Association and Section 617.1103 of the Florida Statutes, the approval of the members of Ocean Breeze Homeowners' Association is not required.

971475w.)

H08000272818 3

FILED

08 DEC 12 AM 10:26

TALLAHASSEE
FLORIDA
SECRETARY OF STATE

To:
Subject: 000174.96808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 3 of 10

H08000272818 3

5. Pursuant to Section 607.1104 of the Florida Statutes, the approval of the Plan and Agreement of Merger by the shareholders and board of directors of the subsidiary corporation, Ocean Breeze Park, are not required.

6. The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida in accordance with Section 607.1108 of the Florida Statutes.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers as of this 11th day of Dec, 2008.

WITNESSES

[Signature]
William R. Ky
Secretary

OCEAN BREEZE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Name: Philip Guy
As its: President

OCEAN BREEZE PARK INC, a Florida corporation

By: [Signature]
Name: Philip Guy
As its: President

FILED
08 DEC 12 AM 10:27
SECRETARY OF STATE
TALLAHASSEE FLORIDA

H08000272818 3

To:
Subject: 000174.96808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 4 of 10

H08000272818 3

Exhibit "A"

**PLAN and AGREEMENT OF MERGER
BETWEEN
OCEAN BREEZE HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation
and
OCEAN BREEZE PARK INC,
a Florida corporation**

FILED
08 DEC 12 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H08000272818 3

To:
Subject: 000174.96808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 5 of 10

H08000272818 3

**PLAN AND
AGREEMENT OF MERGER
BETWEEN
OCEAN BREEZE PARK HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation
and
OCEAN BREEZE PARK INC,
a Florida corporation**

This Plan and Agreement of Merger (this "Agreement") is entered into and effective as of December 12, 2008, by and between **OCEAN BREEZE PARK HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Ocean Breeze Homeowners' Association") and **OCEAN BREEZE PARK INC**, a Florida corporation ("Ocean Breeze Park") and collectively with Ocean Breeze Homeowners' Association, the "Constituent Corporations".

Background

Ocean Breeze Homeowners' Association is a not-for-profit corporation duly organized under the law of the State of Florida and is the owner of all of the outstanding shares of common stock of Ocean Breeze Park. Ocean Breeze Park is a corporation duly organized under the law of the State of Florida and is a wholly owned subsidiary of Ocean Breeze Homeowners' Association. The Board of Directors and a majority of the members of Ocean Breeze Homeowners' Association deem it advisable that Ocean Breeze Park be merged with and into Ocean Breeze Homeowners' Association on the terms and conditions herein set forth and in accordance with the Florida Statutes §607.1108. It is intended for federal income tax purposes that the reorganization contemplated by this Agreement shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ocean Breeze Homeowners' Association and Ocean Breeze Park have agreed and do hereby agree as follows:

Terms Of The Merger

1. Background. The parties hereby acknowledge and agree that the Background Section is true in all respects and shall be incorporated herein by reference.
2. Merger. Ocean Breeze Park shall be merged into Ocean Breeze Homeowners' Association pursuant to the applicable provisions of Florida law including Section 607.1108 of the Florida Statutes, and Ocean Breeze Homeowners' Association shall be the surviving not-for-profit corporation.
3. Effect of Merger. From and after the filing of the Articles of Merger, the Constituent Corporations shall be a single corporation, which shall be Ocean Breeze

971A76v.1

H08000272818 3

FILED
08 DEC 12 AM 10:27
CLERK OF THE
COURT
JUDICIAL
CIRCUIT IN
FLORIDA
TALLAHASSEE, FL

To:
Subject: Q00174.96808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 6 of 10

H08000272818 3

Homeowners' Association as the surviving not-for-profit corporation, and the separate existence of Ocean Breeze Park shall cease except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger into another corporation, while the corporate existence of Ocean Breeze Homeowners' Association shall continue unaffected and unimpaired. Ocean Breeze Homeowners' Association shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a not-for-profit corporation organized under Florida law. Ocean Breeze Homeowners' Association shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Corporations. All property, real, personal and mixed, all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in Ocean Breeze Homeowners' Association without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such merger. Ocean Breeze Homeowners' Association shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such merger had not taken place, or Ocean Breeze Homeowners' Association may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger.

4. Certificate of Incorporation. The Certificate of Incorporation of Ocean Breeze Homeowners' Association shall not be amended in any respect by reason of this Plan and Agreement of Merger.

5. Delivery of Shares. The manner of converting the outstanding shares of each of the Constituent Corporations shall be as follows: The common stock of Ocean Breeze Park owned by Ocean Breeze Homeowners' Association immediately prior to the Effective Date (as defined below) of the merger, which represent all of the issued and outstanding shares of Ocean Breeze Park, shall, without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger.

6. Further Assurances. If at any time after the Effective Date Ocean Breeze Homeowners' Association shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Ocean Breeze Homeowners' Association, according to the terms hereof, the title to any property rights of the Constituent Corporations, the last acting officers and Directors of Ocean Breeze Park, or the corresponding officers and Directors of Ocean Breeze Homeowners' Association shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Ocean Breeze Homeowners' Association, and otherwise carry out the purposes of this Plan and Agreement of Merger.

7. Approval By Directors. This Plan and Agreement of Merger shall be approved by the Board of Directors of Ocean Breeze Homeowners' Association and a majority of the members of Ocean Breeze Homeowners' Association pursuant to Sections 607.1108 and

971476v.1

H08000272818 3

08 DEC 12 AM 10:27

FILED

To:
Subject: 000174.96808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 7 of 10

H08000272818 3

617.1103 of the Florida Statutes. Pursuant to Section 607.1104 of the Florida Statutes, the approval of the shareholders of Ocean Breeze Park is not required.

8. Effective Date. The merger of Ocean Breeze Park with and into Ocean Breeze Homeowners' Association shall become effective upon the filing of the Articles of Merger in accordance with Section 607.1108 of the Florida Statutes (the "Effective Date").

9. Termination. Notwithstanding anything contained herein or elsewhere to the contrary, this Plan and Agreement of Merger may be terminated and abandoned by the Board of Directors of Ocean Breeze Homeowners' Association at any time prior to filing of the Articles of Merger.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the date set forth above.

WITNESSES

[Signature]

[Signature]

[Signature]

OCEAN BREEZE HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-profit corporation

By: *[Signature]*
Name: *[Signature]*
As its: *[Signature]*

OCEAN BREEZE PARK INC, a Florida corporation

By: *[Signature]*
Name: *[Signature]*
As its: *[Signature]*

FILED
08 DEC 12 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H08000272818 3

To: .
Subject: 000174.98808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 8 of 10

FILED
08 DEC 12 AM 10:27
H080002728183
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**PLAN AND
AGREEMENT OF MERGER
BETWEEN
OCEAN BREEZE PARK HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation
and
OCEAN BREEZE PARK INC.,
a Florida corporation**

This Plan and Agreement of Merger (this "Agreement") is entered into and effective as of 12 December 2008, by and between OCEAN BREEZE PARK HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Ocean Breeze Homeowners' Association") and OCEAN BREEZE PARK INC., a Florida corporation ("Ocean Breeze Park") and collectively with Ocean Breeze Homeowners' Association, the "Constituent Corporations").

Background

Ocean Breeze Homeowners' Association is a not-for-profit corporation duly organized under the law of the State of Florida and is the owner of all of the outstanding shares of common stock of Ocean Breeze Park. Ocean Breeze Park is a corporation duly organized under the law of the State of Florida and is a wholly owned subsidiary of Ocean Breeze Homeowners' Association. Ocean Breeze Homeowners' Association has acquired the stock of Ocean Breeze Park as an integral step in Ocean Breeze Homeowners' Association's acquisition of the Ocean Breeze Park manufactured housing community in the Town of Ocean Breeze, Florida pursuant to the provisions of Chapter 723 of the Florida Statutes and the Articles of Incorporation of Ocean Breeze Homeowners' Association.

The Board of Directors of Ocean Breeze Homeowners' Association deem it advisable that Ocean Breeze Park be merged with and into Ocean Breeze Homeowners' Association on the terms and conditions herein set forth and in accordance with the Florida Statutes §607.1108. It is intended for federal income tax purposes that the reorganization contemplated by this Agreement shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ocean Breeze Homeowners' Association and Ocean Breeze Park have agreed and do hereby agree as follows:

Terms Of The Merger

1. **Background.** The parties hereby acknowledge and agree that the Background Section is true in all respects and shall be incorporated herein by reference.

To: .
Subject: 000174,98808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 9 of 10

H08000272818 3

2. Merger. Ocean Breeze Park shall be merged into Ocean Breeze Homeowners' Association pursuant to the applicable provisions of Florida law including Section 607.1108 of the Florida Statutes, and Ocean Breeze Homeowners' Association shall be the surviving not-for-profit corporation.

3. Effect of Merger. From and after the filing of the Articles of Merger, the Constituent Corporations shall be a single corporation, which shall be Ocean Breeze Homeowners' Association as the surviving not-for-profit corporation, and the separate existence of Ocean Breeze Park shall cease except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger into another corporation, while the corporate existence of Ocean Breeze Homeowners' Association shall continue unaffected and unimpaired. Ocean Breeze Homeowners' Association shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a not-for-profit corporation organized under Florida law. Ocean Breeze Homeowners' Association shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Corporations. All property, real, personal and mixed, all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in Ocean Breeze Homeowners' Association without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such merger. Ocean Breeze Homeowners' Association shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such merger had not taken place, or Ocean Breeze Homeowners' Association may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger.

4. Certificate of Incorporation. The Certificate of Incorporation of Ocean Breeze Homeowners' Association shall not be amended in any respect by reason of this Plan and Agreement of Merger.

5. Delivery of Shares. The manner of converting the outstanding shares of each of the Constituent Corporations shall be as follows: The common stock of Ocean Breeze Park owned by Ocean Breeze Homeowners' Association immediately prior to the Effective Date (as defined below) of the merger, which represent all of the issued and outstanding shares of Ocean Breeze Park, shall, without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger.

6. Further Assurances. If at any time after the Effective Date Ocean Breeze Homeowners' Association shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Ocean Breeze Homeowners' Association, according to the terms hereof, the title to any property rights of the Constituent Corporations, the last acting officers and Directors of Ocean Breeze Park, or the corresponding officers and Directors of Ocean Breeze Homeowners' Association shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property

971476v.1

H08000272818 3

08 DEC 12 AM 10:27
FILED

To: . . .
Subject: 000174.98808

From: Ricky Soto

Friday, December 12, 2008 1:04 PM Page: 10 of 10

H08000272818 3

or rights in Ocean Breeze Homeowners' Association, and otherwise carry out the purposes of this Plan and Agreement of Merger.

7. Approval By Directors. This Plan and Agreement of Merger shall be approved by the Board of Directors of Ocean Breeze Homeowners' Association pursuant to Sections 607.1108 and 617.1103 of the Florida Statutes. Pursuant to the By-Laws of Ocean Breeze Homeowners' Association and Section 617.1103 of the Florida Statutes, the approval of the members of Ocean Breeze Homeowners' Association is not required. Pursuant to Section 607.1104 of the Florida Statutes, the approval of the shareholders of Ocean Breeze Park is not required.

8. Effective Date. The merger of Ocean Breeze Park with and into Ocean Breeze Homeowners' Association shall become effective upon the filing of the Articles of Merger in accordance with Section 607.1108 of the Florida Statutes (the "Effective Date").

9. Termination. Notwithstanding anything contained herein or elsewhere to the contrary, this Plan and Agreement of Merger may be terminated and abandoned by the Board of Directors of Ocean Breeze Homeowners' Association at any time prior to filing of the Articles of Merger.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the date set forth above.

WITNESSES

[Signature]
[Signature]
[Signature]

OCEAN BREEZE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

By: *[Signature]*
Name: *Philip Gray*
As its: *Pres. HBA*

OCEAN BREEZE PARK INC, a Florida corporation

By: *[Signature]*
Name: *Philip Gray*
As its: *Pres. HBP*

FILED
08 DEC 12 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H08000272818 3