

PO2U00039161

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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(Business Entity Name)

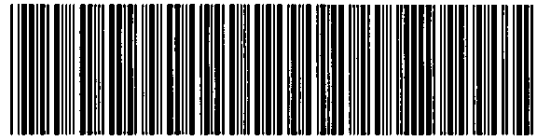
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09/20/07--01004--005 \*\*78.75

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07 SEP 19 PM 4:05

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CORPDIRECT AGENTS, INC. (formerly CCRS)  
515 EAST PARK AVENUE  
TALLAHASSEE, FL 32301  
222-1173

FILING COVER SHEET  
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 09/19/07

REF. #: 000409.74706

CORP. NAME: BCC LLC

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input type="checkbox"/> ARTICLES OF AMENDMENT  | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP    | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input checked="" type="checkbox"/> MERGER      | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION |   |  |
| <input type="checkbox"/> OTHER:                      |   |  |

STATE FEES PREPAID WITH CHECK# 522967 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

\_\_\_\_\_ COST LIMIT: \$ \_\_\_\_\_

PLEASE RETURN:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS     |   |   |

Examiner's Initials

**ARTICLES OF MERGER  
OF  
BAYQUEST CAPITAL CORPORATION  
WITH AND INTO  
BCC LLC**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act, the following articles of merger (the "Articles of Merger") have been duly adopted and are submitted to merge the following Florida Profit Corporation in accordance with Section 607.1109 of the Florida Business Corporation Act.

**FIRST: THE MERGING PARTY**

The exact name, street address of its principal office, jurisdiction, and entity type of the merging party (the "Merging Company") are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BAYQUEST CAPITAL CORPORATION 13680 NW 5 <sup>th</sup> Street Suite 220 Sunrise, FL 33325	Florida	Corporation

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TALLAHASSEE, FLORIDA

**SECOND: THE SURVIVING PARTY**

The exact name, street address of its principal office, jurisdiction, and entity type for each surviving party (the "Surviving Company") are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BCC LLC 13680 NW 5 <sup>th</sup> Street Suite 220 Sunrise, FL 33325	Delaware	Limited Liability Company

**THIRD:** The Merging Company is hereby merged with and into the Surviving Company and the separate existence of the Merging Company shall cease. The Surviving Company is the surviving entity in the merger. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

**FOURTH:** The attached Plan of Merger was approved by the Merging Company in accordance with the applicable provisions of Section 607 of the Florida Business Corporation Act.

**FIFTH:** The attached Plan of Merger was approved by the Surviving Company in accordance with applicable laws of the State of Delaware.

**SIXTH:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**SEVENTH:** The principal office of the Surviving Company under the laws of the State of Delaware is 13680 NW 5<sup>th</sup> Street, Suite 220, Sunrise, FL 33325.

**EIGHTH:** The Surviving Company is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Company.

**NINTH:** The Surviving Company has agreed to promptly pay to the dissenting shareholders of the Merging Company the amount, if any, to which they are entitled pursuant to Section 607.1302 of the Florida Business Corporation Act.

**[Signatures on the next page]**

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of September, 19, 2007.

**MERGING PARTY:**

BAYQUEST CAPITAL CORPORATION, a Florida corporation

By: 

Name: Douglas J. Jacobs

Title: President

**SURVIVING PARTY:**

BCC LLC, a Delaware limited liability company

By: 

Name: Douglas J. Jacobs

Title: Manager

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "**Agreement**") is made and entered into as of Sept. 19, 2007, by and between **BAYQUEST CAPITAL CORPORATION**, a Florida corporation (the "**Merging Company**") and **BCC LLC**, a Delaware limited liability company (the "**Surviving Company**").

### **WITNESSETH:**

**WHEREAS**, the Merging Company is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

**WHEREAS**, the Surviving Company is a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware;

**WHEREAS**, pursuant to duly authorized actions of the board of directors and shareholders of the Merging Company and of the sole manager and sole member of the Surviving Company, respectively, the Merging Company and the Surviving Company have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law.

**NOW THEREFORE**, in consideration of the mutual premises herein contained, the Merging Company and the Surviving Company hereby agree as follows:

1. **MERGER.** The Merging Company and the Surviving Company agree that the Merging Company shall be merged with and into the Surviving Company, as a single and surviving entity, upon the terms and conditions set forth in this Agreement, and that the Surviving Company shall continue under the laws of the State of Delaware as the surviving entity of the Merger.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:

A. The Surviving Company shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Delaware, with all of the rights and obligations as are provided thereunder.

B. The Merging Company shall cease to exist, and its property shall become the property of the Surviving Company as the surviving entity of the Merger.

3. **CONSTITUENT DOCUMENTS.** As a result of the Merger and at the Effective Time, the constituent documents of the Surviving Company shall be as follows:

(a) **Certificate of Formation.** The Certificate of Formation of the Surviving Company shall continue as the Certificate of Formation of the Surviving Company.

(b) **LLC Agreement.** The Limited Liability Company Agreement of the Surviving Company (the "LLC Agreement") shall continue in full force and effect with respect to the Surviving Company.

(c) The sole manager of the Surviving Company shall be Douglas J. Jacobs. The business address shall be 13680 NW 5<sup>th</sup> Street, Suite 220, Sunrise, FL 33325.

4. **MANNER AND BASIS OF CONVERTING SHARES.**

(d) **Conversion of Shares.** At the Effective Time, the outstanding securities of the Merging Company and the Surviving Company shall be converted as follows:

(1) All shares of capital stock of the Merging Company issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and automatically shall be cancelled and retired and shall cease to exist, and no membership interests of the Surviving Company or other property will be issued in exchange therefor.

(2) Each unit of membership interest of the Surviving Company issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time. Each certificate of the Surviving Company evidencing ownership of any such units shall continue to evidence ownership of such units of the Surviving Company.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the Merging Company's board of directors and shareholders and the Surviving Company's manager and member, in each case by written consent dated Sept. 19, 2007 and Sept. 19, 2007 respectively. The authorized persons of the Merging Company and the Surviving Company, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective on the date the Articles of Merger are filed with the Secretary of State of Florida and the Certificate of Merger is filed with the Secretary of State of Delaware (the "Effective Time").

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Delaware.



(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Company and the sole member of the Surviving Company, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute one Agreement.

(e) **Dissenting Shareholders.** The Surviving Company hereby agrees to promptly pay to the dissenting shareholders of the Merging Company the amount, if any, to which they are entitled pursuant to Section 607.1302 of the Florida Business Corporation Act.

*(Signatures on next page.)*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be entered into as of the date first above written.

**MERGING COMPANY:**

**BAYQUEST CAPITAL CORPORATION, a  
Florida corporation**

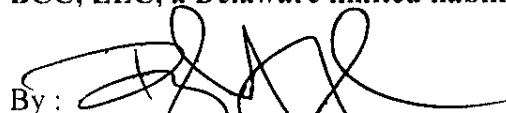
By:  \_\_\_\_\_

Name: Douglas J. Jacobs

Title: President

**SURVIVING COMPANY:**

**BCC, LLC, a Delaware limited liability company**

By:  \_\_\_\_\_

Name: Douglas J. Jacobs

Title: Manager