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TALLAHASSEE, FLORIDA

D. BRUCE

DEC 1 2009

EXAMINER

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Live Oak of Indian River County, Inc.  
Name of Surviving Party

Please return all correspondence concerning this matter to:

Dale A. Dettmer, Esq.

Contact Person

Krasny and Dettmer

Firm/Company

304 S. Harbor City Blvd, Suite 201

Address

Melbourne, FL 32901

City, State and Zip Code

jflammio@aol.com

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

For further information concerning this matter, please call:

Debbie Campos

Name of Contact Person

at ( 321 ) 723-5646

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

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**ARTICLES OF MERGER  
OF  
JMF, LLC  
a Florida limited liability partnership  
WITH AND INTO  
LIVE OAK OF INDIAN RIVER COUNTY, INC.,  
a Florida corporation**

JMF, LLC, a Florida limited liability company ("JMF") and Live Oak of Indian River County, Inc., a Florida corporation ("Live Oak"), pursuant to the provisions of Section 608.4382, Florida Statutes hereby certify in connection with the merger of JMF into Live Oak that:

1. The name and jurisdiction of the merging limited liability company is JMF, LLC, a Florida limited liability company. **105000028408**

2. The name and jurisdiction of the surviving corporation is LIVE OAK OF INDIAN RIVER COUNTY, INC., a Florida corporation (Florida Document No. P06000134609).

3. The Agreement and Plan of Merger is attached hereto as Exhibit "A".

4. The Agreement and Plan of Merger was approved by all of the members of JMF, LLC on November 12, 2009 in accordance with the applicable provisions of Chapter 608, Florida Statutes.

5. The Agreement and Plan of Merger was approved by all of the shareholders of Live Oak of Indian River County, Inc. on November 12, 2009 in accordance with the applicable provisions of Chapter 607, Florida Statutes.

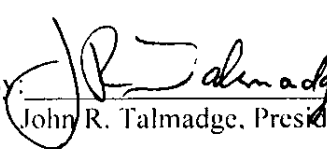
6. The merger shall become effective upon filing in the Office of the Florida Secretary of State.

IN WITNESS WHEREOF, each of the undersigned has made and subscribed to the Articles of Merger, this 13 day of November, 2009.

JMF, LLC, a Florida limited liability partnership

By:   
Joseph M. Flammio, Manager

LIVE OAK OF INDIAN RIVER COUNTY,  
Florida Corporation

By:   
John R. Talmadge, President

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Exhibit "A"

## AGREEMENT AND PLAN OF MERGER

This Agreement dated this 13 day of November, 2009, by and between **JMF, LLC**, a Florida limited liability company ("JMF") and **LIVE OAK OF INDIAN RIVER COUNTY, INC.**, a Florida corporation ("Live Oak").

### RECITALS:

A. The Member of JMF and the Shareholder of Live Oak deem it advisable and in the best interests of both entities that JMF be merged with and into Live Oak with Live Oak being the surviving company pursuant to the laws of the State of Florida and upon the terms and conditions set forth herein; and

B. The Members of JMF and the Shareholders of Live Oak have unanimously approved the merger of JMF into Live Oak in accordance with the provisions of Section 608.4382, Florida Statutes.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I MERGER

1.1 JMF shall be merged with and into Live Oak in accordance with the laws of the State of Florida. The separate limited liability company existence of JMF shall thereby cease, and Live Oak shall be the surviving company.

1.2 The surviving company shall be Live Oak of Indian River County, Inc., a Florida corporation, having a business address of 213 Stony Point Drive, Sebastian, FL 32958.

1.3 The effective date ("Effective Date") of the merger shall be that date when the Articles of Merger are filed in the office of the Florida Secretary of State, Tallahassee, Florida at which time the separate existence of JMF shall cease.

1.4 Live Oak, the surviving company, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the articles of incorporation and bylaws of the merged entities. All of the rights, privileges, powers and franchises of JMF, of a public as well as of a private nature, and all property, real, personal and mixed of JMF, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in Live Oak without further act

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or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of JMF shall thereafter be as effectually the property of Live Oak as was the case for JMF.

1.5 From and after the Effective Date, Live Oak shall be subject to the duties and liabilities of a corporation organized under the laws of the State of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or Live Oak may be proceeded against or substituted in place of JMF. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of Live Oak shall continue unaffected and unimpaired by the merger.

## ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon the Effective Date.

2.2 Prior to the Effective Date, each entity shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging limited liability partnership, or the limited liability company into Live Oak, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to Live Oak title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

## ARTICLE III BYLAWS; SHAREHOLDERS

The Bylaws of Live Oak, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Bylaws of the surviving company until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to the Bylaws shall be effected by the merger.

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**ARTICLE IV  
MANNER OF CONVERTING INTERESTS**

Upon the Effective Date, each Member Unit of JMF shall be converted into one share of common stock of Live Oak.

**ARTICLE V  
MISCELLANEOUS**

**5.1** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

**5.2** In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

**5.3** This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

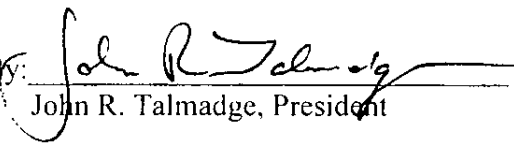
**5.4** This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the member of JMF and by the shareholders of Live Oak.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the date first stated above.

JMF, LLC, a Florida limited liability company

By:   
Joseph M. Flammio, Manager

**LIVE OAK OF INDIAN RIVER COUNTY, INC.**, a  
Florida corporation

By:   
John R. Talmadge, President

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