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P96000039720

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MERGER OR SHARE EXCHANGE

OAK CREEK CAPITAL, INC.

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$78.75

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Apollo Capital Corp. 645 18 th Avenue St. Petersburg, Florida 33704	Delaware	Corporation

Florida Document/Registration Number: N/A FEI Number: N/A

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>
Oak Creek Capital, Inc. 645 18 th Avenue St. Petersburg, Florida 33704	Florida	Corporation

Florida Document/Registration Number: P96000039720 FEI Number: 59-3381506

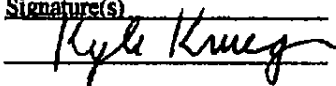
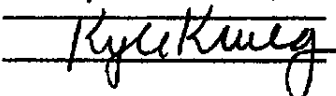
THIRD: The Plan of Merger is attached.

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

FIFTH: The Plan of Merger was adopted by the Board of Directors of the surviving corporation on December 12, 2006 and shareholder approval was not required.

SIXTH: The Plan of Merger was adopted by the shareholders of the merging corporation on December 12, 2006.

SEVENTH: SIGNATURE(S) FOR EACH PARTY:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
<u>APOLLO CAPITAL CORP.</u>		<u>Kyle Krueger, President</u>
<u>OAK CREEK CAPITAL, INC</u>		<u>Kyle Krueger, President</u>

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 12, 2006 (this "Agreement"), by and among **APOLLO CAPITAL CORP.**, a Delaware corporation ("Apollo"), and **OAK CREEK CAPITAL, INC.**, a Florida corporation (the "Company").

WITNESSETH:

WHEREAS, the respective Boards of Directors of Apollo and the Company have determined that it is fair to and in the best interests of their respective stockholders to consummate the acquisition of Apollo by the Company upon the terms and subject to the conditions set forth herein; and

WHEREAS, the authorized capital stock of the Company consists of 50,000 shares of Class A Voting Common Stock, par value \$.01 per share ("Class A Stock"), of which on the date of this Agreement 47,650 shares are issued and outstanding, and 50,000 shares of Class B Non-Voting Common Stock, par value \$.01 per share ("Class B Stock"), of which on the date of this Agreement no shares are issued or outstanding; and

WHEREAS, the authorized capital stock of Apollo consists of 1,000 shares of Common Stock, par value \$.01 per share ("Apollo Common Stock"), of which, on the date of this Agreement 1,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Company and Apollo have approved and declared advisable this Agreement and the merger of Apollo with and into the Company (the "Merger") upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I THE MERGER

SECTION 1.1 *The Merger.* (a) Upon the terms and subject to the conditions of this Agreement, and in accordance with the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA"), at the Effective Time Apollo shall be merged with and into the Company, whereupon the separate existence of Apollo shall cease, and the Company shall be the surviving corporation (the "Surviving Corporation") in the Merger and shall continue to be governed by the laws of the State of Florida.

(b) Subject to the fulfillment of the conditions of this Agreement, on the Closing Date the Surviving Corporation will cause (i) a certificate of merger (the "Certificate of Merger") with respect to the Merger to be executed and filed with the Secretary of State of the State of

Delaware (the "Delaware Secretary of State") as provided in the DGCL and (ii) Articles of Merger ("Articles of Merger") to be executed and filed with the Department of State of the State of Florida (the "Florida DOS"). The Merger shall become effective at the time the Certificate of Merger is duly filed with the Florida DOS or at such other time as is agreed between the parties and specified in the Certificate of Merger and Articles of Merger, and such time is herein referred to as the "Effective Time."

(c) The Merger shall have the effects set forth in Section 259 of the DGCL and Section 607.1106 of the FBCA from and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities, liabilities and duties of the Company and Apollo.

SECTION 1.2 *Effect on Shares.* At the Effective Time:

Subject to the provisions of Section 3.1 hereof:

(a) each share of Apollo Common Stock issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holders thereof, cease to be outstanding, be canceled and retired and cease to exist; and each holder of a certificate representing prior to the Effective Time any such shares shall thereafter cease to have any rights with respect to such shares; and

(b) each share of Class A Stock of the Company and each share of Class B Stock of the Company issued and outstanding immediately prior to the Effective Time shall continue to remain issued and outstanding and each outstanding option or warrant to purchase Class A Stock or Class B Stock shall continue to remain issued, outstanding and enforceable.

**ARTICLE II
CLOSING**

SECTION 2.1 *Closing.* The closing of the Merger and the other transactions referred to in this Agreement (the "Closing") will take place as soon as practicable after satisfaction or waiver of all of the conditions set forth in Article VII hereof (the "Closing Date"), at a time and place specified by the parties.

SECTION 2.2 *Deliveries by the Company.* At the Closing, the Company will deliver or cause to be delivered to Apollo, unless previously delivered such documents required to be delivered by the Company at or prior to the Closing pursuant to this Agreement or in connection herewith.

SECTION 2.3 *Deliveries by Apollo.* At the Closing, Apollo will deliver, or cause to be delivered to the Company, unless previously delivered, such documents required to be delivered by Apollo at or prior to the Closing pursuant to this Agreement or in connection herewith.

ARTICLE III THE SURVIVING CORPORATION

SECTION 3.1 *Certificate of Incorporation.* The certificate of incorporation of the Company in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation until amended in accordance with applicable law, except that Articles IV, VII and VIII shall be amended in their entirety to read as set forth in Exhibit A attached hereto.

SECTION 3.2 *Bylaws.* The by-laws of the Company in effect at the Effective Time shall be the by-laws of the Surviving Corporation, except that Article I, Section 2 shall be amended to read in its entirety as follows:

"Section 2. Registered Office and Registered Agent. The address of the registered office of this Corporation is 645 18th Avenue, N.E., St. Petersburg, Florida 33704. The name of the registered agent of this Corporation is Kyle Krueger.

SECTION 3.3 *Directors and Officers.* From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, the persons who are listed on Schedule 3.3 hereof shall be the initial directors and officers of the Surviving Corporation.

ARTICLE IV CONDITIONS TO THE MERGER

SECTION 4.1 *Conditions to the Obligations of Each Party.* The obligations of the Company and Apollo to consummate the Merger are subject to the satisfaction on or prior to the Effective Time of the following conditions, subject, to the extent permitted by applicable law, that such conditions may be waived by the Company and Apollo:

(a) ***Approvals.*** All authorizations, consents, orders, declarations or approvals of, or filings with, or terminations or expirations of waiting periods imposed by, any governmental entity, shall have been obtained, shall have been made or shall have occurred.

(b) ***No Injunction or Litigation.*** (i) No provision of any applicable law or regulation and no judgment, injunction, order or decree shall make illegal or otherwise restrict, prevent or prohibit the consummation of the Merger or any transactions contemplated hereby and (ii) there shall not have been instituted or be pending, or threatened, any suit, action or proceeding by (x)

any governmental entity to restrain, prohibit or invalidate the Merger or (y) by any other person which is more likely than not to have such effect.

ARTICLE V TERMINATION

SECTION 5.1 *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the stockholders of the Company) by mutual written consent of the Company and Apollo.

ARTICLE VI MISCELLANEOUS

SECTION 6.1 *Amendments; No Waivers.* (a) Except as may otherwise be provided herein, any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company or Apollo or, in the case of a waiver, by the party against whom the waiver is to be effective; *provided* that no such amendment or waiver shall, without the further approval of such stockholders, alter or change (i) the amount or kind of consideration to be received in exchange for any shares of capital stock of the Company or Apollo or (ii) any of the terms or conditions of this Agreement if such alteration or change could adversely affect the holders of any shares of capital stock of the Company or Apollo.

(b) No failure or delay by any party 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 6.2 *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their 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 parties hereto.

SECTION 6.3 *Governing Law.* This Agreement shall be construed in accordance with and governed by the law of the State of Florida without regard to conflicts of laws.

SECTION 6.4 *Severability.* In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect against a party hereto, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and such invalidity, illegality or unenforceability shall only apply as to such party in the specific jurisdiction where such judgment shall be made.

SECTION 6.5 *No Third Party Beneficiaries.* No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

SECTION 6.6 *Entire Agreement.* This Agreement, including any exhibits or schedules hereto and the Confidentiality Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all other prior agreements or undertaking with respect thereto, both written and oral.

SECTION 6.7 *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, all of which shall be an original, with the same effect as if considered one and the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

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

APOLLO CAPITAL CORP.

By: 

Name: Kyle Krueger
Title: President

OAK CREEK CAPITAL, INC.

By: 

Name: Kyle Krueger
Title: President

Schedule 3.3

Initial Director of Surviving Corporation

Kyle Kruger

Initial Officers of Surviving Corporation

Name

Office(s)

Kyle Krueger

Chief Executive Officer and President

Ann C. Krueger

Secretary