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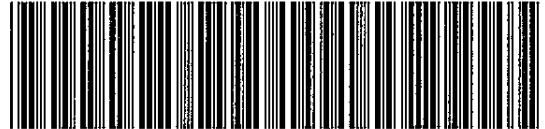
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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 531576 4328337
AUTHORIZATION : Patricia Pizuto
COST LIMIT : \$ 120.00

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : March 30, 2004
ORDER TIME : 11:09 AM
ORDER NO. : 531576-005
CUSTOMER NO: 4328337
CUSTOMER: Ms. Lynne M. Rader
Cohen & Grigsby
15th Floor
11 Stanwix Street
Pittsburgh, PA 15222

ARTICLES OF MERGER

CHAPEL COTTAGE, INC.
INTO
CHAPEL COTTAGE, LLC

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35 35
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PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:
TWO CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea
EXAMINER'S INITIALS: _____

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>
<u>CHAPEL COTTAGE, LLC</u> <u>27200 Riverview Center Blvd.</u> <u>Suite 309</u> <u>Bonita Springs, FL 34134</u>	<u>Florida</u>	<u>Limited Liability</u> <u>Company</u>
Florida Document/Registration Number: <u>L04000019556</u>		FEI Number: <u>20-0858310</u>

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: 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 party to the merger.

SIXTH: 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 members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: 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 of any limited liability company that is a party to the merger.

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
CHAPEL COTTAGE, INC.	Florida
CHAPEL COTTAGE, LLC	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
CHAPEL COTTAGE, LLC	Florida

THIRD: The terms and conditions of the merger are as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(Attach additional sheet(s) if necessary)

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,
Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

David Ball, Managing Member
3852 Clipper Cove Drive
Naples, FL 34112

Patricia M. Ball, Managing Member
3852 Clipper Cove Drive
Naples, FL 34112

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

N/A

EIGHTH: Other provisions, if any, relating to the merger:

N/A

(Attach additional sheet(s) if necessary)

Exhibit A

PLAN OF MERGER

- (a) Chapel Cottage, Inc., a Florida corporation (the "Corporation") shall be merged with and into Chapel Cottage, LLC, a Florida limited liability company and the surviving entity (the "LLC"), thereby transferring to the LLC all of the assets of the Corporation, subject, however, to all of its liabilities, in complete liquidation of all the Corporation's outstanding capital stock.
- (b) The shares of capital stock of the Corporation shall not be exchanged for and converted into the right to receive consideration, in the form of a promissory note, in the aggregating \$732,200 plus the amount of cash in the Corporation's accounts as of the effective date of the merger, and no shares of beneficial interest of the LLC shall be issued in exchange therefor. The issued and outstanding shares of beneficial interest of the LLC shall not be changed as a result of the merger.
- (c) The Articles of Organization of the surviving entity shall be the Articles of Organization of the LLC prior to the merger.
- (d) The surviving entity shall be governed by the laws of the State of Florida.
- (e) This Plan of Merger may be terminated by the Directors of the Corporation or the Members of the LLC at any time prior to the necessary filing with the Florida Department of State.