

MAY-05-2006 02:26

GRAY ROBINSON

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MERGER OR SHARE EXCHANGE

EDGEWATER 3348, LLC

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CERTIFICATE AND ARTICLES OF MERGER

Merging
EDGEWATER 3221, LLC
With and Into
EDGEWATER 3348, LLC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 608.438, 608.4381, 608.4382 and 608.4383 of the Florida Limited Liability Company Act, EDGEWATER 3221, LLC, a Florida limited liability company (the "Target"), and EDGEWATER 3348, LLC, a Florida limited liability company (the "Survivor"), hereby adopt the following Certificate and Articles of Merger ("Articles of Merger"):

ARTICLE I

The name, type of entity and state of organization of each of the constituent limited liability companies are as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>
EDGEWATER 3221, LLC	Florida	Limited Liability Company
EDGEWATER 3348, LLC	Florida	Limited Liability Company

ARTICLE II

Effective as of 3:00 p.m., Eastern Daylight Time, on May 5, 2006 (the "Effective Date"), the Target shall be merged with and into the Survivor, and the Survivor shall be the surviving limited liability company.

ARTICLE III

The names and addresses of the Survivor's Managers are as follows:

Mary L. Demetree 3348 Edgewater Drive Orlando, Florida 32804	Jack C. Demetree, Jr. 3740 Beach Boulevard, Suite 300 Jacksonville, Florida 32207
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ARTICLE IV

The Plan of Merger pursuant to which the Target shall merge with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

ARTICLE V

The Plan of Merger was adopted and approved by the unanimous written consent of all of the members of the Target as of April 30, 2006 and the Survivor as of May 3, 2006, in accordance with the applicable provisions of Chapter 608, Florida Statutes, and in accordance with the terms of the Articles of Organization of the Target and the Articles of Organization and the Limited Liability Company Operating Agreement of the Survivor. There are no dissenting members of the Target or the Survivor.

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STATE OF FLORIDA
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 5th day of May, 2006.

TARGET:

EDGEWATER 3221, LLC, a Florida limited liability company

By: Mary L. Demetree
Mary L. Demetree, Manager

By: J. C. Demetree, Jr.
Jack C. Demetree, Jr. Manager

SURVIVOR:

EDGEWATER 3348, LLC, a Florida limited liability company

By: Mary L. Demetree
Mary L. Demetree, Manager

By: J. C. Demetree, Jr.
Jack C. Demetree, Jr. Manager

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SEC. OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A
PLAN OF MERGER
OF
EDGEWATER 3221, LLC
AND
EDGEWATER 3348, LLC

The following Plan of Merger was adopted and approved by all of the members of each party to the merger in accordance with Section 608.438, *Florida Statutes*, and is being submitted in accordance with said Section.

ARTICLE 1

The exact name and jurisdiction of the merging party are as follows (the "Merging Entity"):

Edgewater 3221, LLC, a Florida limited liability company

ARTICLE 2

The exact name and jurisdiction of the surviving entity are as follows (the "Survivor"):

Edgewater 3348, LLC, a Florida limited liability company

ARTICLE 3

The terms and conditions of the merger are as follows:

3.1 **The Merger.** The Merging Entity shall merge with and into Survivor (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging Entity shall cease, and the Survivor shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merger shall become effective as of 3:00 p.m., Eastern Daylight Time, on May 5, 2006 (the "Effective Time"). The Merging Entity and the Survivor will cause a Certificate and Articles of Merger to be filed with the Florida Secretary of State (the "Merger Documents") in such form as required by, and executed in accordance with, the relevant provisions of the Florida Limited Liability Company Act (the "Act").

3.3 **Additional Action.** The Survivor shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of either the Merging Entity or the Survivor, in order to vest or to perfect or confirm of record in the Survivor the title to any property, rights, privileges, powers, licenses, and franchises of either the Merging Entity or the Survivor.

H06000126893 3

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2006 MAY -5 A 9:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 4

4.1 **Survivor Membership Interests.** As of the Effective Time, the units of membership interest of the Survivor issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain issued and outstanding.

4.2 **Conversion of Merging Entities' Membership Interests.** As of the Effective Time, by virtue of the Merger and without any action on the part of the members of the Merging Entity:

(a) Each one (1) unit of the Merging Entity's units of membership interests issued and outstanding immediately prior to the Effective Time (each, a "Merging Entity Unit") shall represent the right to receive and be converted into one (1) unit of membership interest of the Survivor (each, a "Survivor Unit"). No consideration, other than the Survivor Units so exchanged, shall be issued or otherwise paid to the holders of the Merging Entity Units in connection with the Merger.

(b) In connection with the Merger, no interest, dividends, or other distributions shall be payable with respect to any Merging Entity Units.

(c) From and after the Effective Time, no Merging Entity Units shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Act. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of the Merging Entity Units will be required; instead, from and after the Effective Time, all Merging Entity Units shall be deemed for all purposes surrendered and canceled.

(d) At the Effective Time, the transfer books for the Merging Entity Units shall be closed and no transfer of Merging Entity Units shall thereafter be made.

4.3 **Rights and Obligations of the Merging Entity.** In accordance with and insofar as permitted by the applicable provisions of the Act: (i) the Survivor shall possess all rights, privileges and powers of the Merging Entity, (ii) all property and assets of the Merging Entity shall vest in the Survivor without any further act or deed, and (iii) the Survivor shall assume and be liable for all liabilities and obligations of the Merging Entity.

ARTICLE 5

5.1 **Survivor Articles of Organization and Limited Liability Company Operating Agreement.** The Articles of Organization and Limited Liability Company Operating Agreement of Survivor in effect immediately prior to the Effective Time shall be the Articles of Organization and Limited Liability Company Operating Agreement of the Survivor immediately following the Merger.

5.2 **Articles of Organization of the Merging Entity.** The Articles of Organization of the Merging Entity, filed with the Florida Secretary of State on February 17, 2006, shall be deemed terminated as of the Effective Time.

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5.3 Merging Entity's Organizational Agreements. All other organizational agreements and instruments relating to the Merging Entity shall be deemed terminated as of the Effective Time.

5.4 Management of the Survivor. Pursuant to the terms of its Limited Liability Company Operating Agreement, the right to manage the business and activities of the Survivor is vested in its Managers. The name and address of the Survivor's Managers both before and after the Effective Time are as follows:

Mary L. Demetree	Jack C. Demetree, Jr.
3348 Edgewater Drive	3740 Beach Boulevard, Suite 300
Orlando, Florida 32804	Jacksonville, Florida 32207

ARTICLE 6

6.1 Amendment. The Merging Entity and the Survivor may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the members of the Merging Entity and the Survivor shall be subject to any restrictions contained in the Act. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by all of the members of the Merging Entity and the Survivor.

6.2 Termination. This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging Entity and the Survivor) upon mutual written consent of the Merging Entity and the Survivor.

6.3 Member Approval. The respective obligations of the Merging Entity and the Survivor to effect the Merger shall be subject to the Merging Entity and the Survivor obtaining the requisite approval of the members of the Merging Entity and the Survivor, respectively, prior to the Effective Time.

6.4 Filing of the Merger Documents. After obtaining such requisite approval by the members of the Merging Entity and the Survivor, the Managers of the Survivor and the Managers of the Merging Entity are hereby authorized and directed to cause the Merger Documents and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.

H06000126893 3