

LO8000045060

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

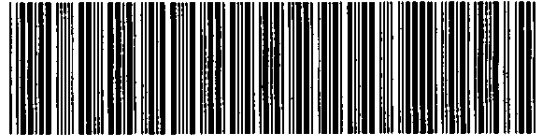
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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11/12/09--01026--022 **80.00

EFFECTIVE DATE
11/30/09

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09 NOV 12 PM 1:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SPIH Pompano Beach, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Richard D. Squires

Contact Person

SPI Holdings

Firm/Company

2101 Cedar Springs Road

Address

Dallas, TX 75201

City, State and Zip Code

rsquires@spiholdings.com

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

For further information concerning this matter, please call:

Gil Berkeley

Name of Contact Person

at (925)

979-3311
Area Code and Daytime Telephone Number

Certified copy (optional) \$30.00

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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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>SPIH Pompano Beach, LLC</u>	<u>Florida</u> <u>LO8-45060</u>	<u>limited liability company</u>
<u>SPI DSEA Pompano Beach, LLC</u>	<u>Florida</u> <u>LO8-45430</u>	<u>limited liability company</u>
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>SPIH Pompano Beach, LLC</u>	<u>Florida</u>	<u>limited liability company</u>

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

November 30, 2009 _____

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

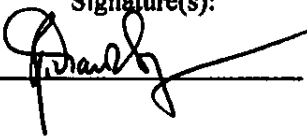
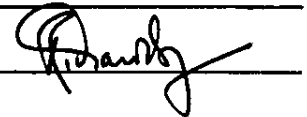
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
SPIH Pompano Beach, LLC		Richard D. Squires
SPI DSEA Pompano Beach, LLC		Richard D. Squires, Manager of Member

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

**AGREEMENT AND PLAN OF MERGER
(POMPAÑO BEACH)**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of October 30, 2009, by and between SPI DSEA Pompano Beach, LLC, a Florida limited liability company ("Disappearing Entity"), and SPIH Pompano Beach, LLC, a Florida limited liability company ("Surviving Entity") (both the Disappearing Entity and the Surviving Entity sometimes collectively referred to herein as the "Constituent Entities").

RECITALS:

A. Surviving Entity and Disappearing Entity are a limited liability companies formed under the laws of the State of Florida.

B. The Surviving Entity and the Disappearing Entity are the owners, as tenants-in-common, of property located in Pompano Beach, Florida (the "Property").

C. The parties desire that the Disappearing Entity be merged into the Surviving Entity upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein and subject to the terms and conditions set forth herein, the parties agree that the Disappearing Entity shall be merged with and into the Surviving Entity and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

1. Approval and Effective Date. The terms of this Agreement and Plan of Merger have been approved by all Members of the Surviving Entity and the Disappearing Entity. The merger provided for in this Agreement shall become effective as of the close of business on November 30, 2009 (the "Effective Date"), after the filing of the certificate of merger with the Division of Corporations of the Florida Department of State.

2. Merger. The Surviving Entity and the Disappearing Entity own real estate as tenants-in-common, upon which it had been intended they would develop an extended stay lodging project. Due to the deteriorating state of the economy, each of the Constituent Entities determined to abandon such project. If a new project is developed in the future, the prospects of financing it will be enhanced if the real estate is owned by one entity, rather than multiple entities, and with one manager of the project, rather than two. Furthermore, all economic interests in the Constituent Entities are now owned by the same person, so there is no business reason to maintain separate entities. As the manager of Surviving Entity is an ongoing business enterprise, it is well suited to manage the operations of the combined entities. Therefore, Surviving Entity and Disappearing Entity shall be merged (the "Merger") on the Effective Date into a single entity existing under the laws of the State of Florida, Surviving Entity shall be the survivor, and SPIH Hospitality, LLC shall remain as Manager of Surviving Entity. The merger shall be effected by the filing of the Certificate of Merger required by Section 608.4382 of the Florida Statutes.

3. Effect of Merger. On the Effective Date, the separate existence of Disappearing Entity shall cease, Disappearing Entity shall be merged into Surviving Entity, and all of the rights, privileges and powers of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to any of the Constituent Entities, as well as all other things and causes of action belonging to each of Constituent Entities, shall be vested in Surviving Entity, and shall thereafter be the property of the Surviving Entity as they were of each of the Constituent Entities, all rights of creditors and all liens upon any property of any of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it. From and after the Effective Date, the last acting manager of Disappearing Entity may, in the name of Disappearing Entity, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further action as the Surviving Entity may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Entity title to and possession of all of Disappearing Entity's property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Agreement.

4. Conversion of Interests. The mode of carrying the merger into effect and the manner and basis for converting the membership interests of the Disappearing Entity into membership interests of Surviving Entity shall be as follows: The Surviving Entity is the sole Member of the Disappearing Entity. Accordingly, there is no need to convert the membership interest in Disappearing Entity, and upon the merger, the person who is the sole member of the Surviving Entity shall thereupon own all of membership interests in merged entities and his capital account in the Surviving Entity shall be credited/increased by the Surviving Entity's capital account in the Disappearing Entity. After giving effect to the foregoing, Richard D. Squires shall be the sole Member of the Surviving Entity and will hold all of the Percentage Interest in such entity. Furthermore, SPI Hospitality, LLC, a Texas limited liability company shall be Manager of the Surviving Entity, which the parties intend to be treated as a continuation of the Disappearing Entity pursuant to Section 708(b)(2)(A) of the Internal Revenue Code.

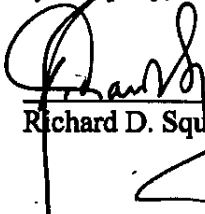
5. Necessary Acts. Each party to this Agreement agrees to perform such further acts and execute and deliver such further agreements or instruments as the other party may reasonably request, to consummate, evidence or confirm the agreements contained in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the parties.

Surviving Entity:

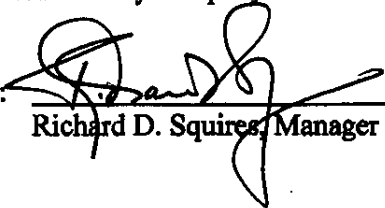
SPIH Pompano Beach, LLC, a Florida limited liability company

By: SPI Hospitality, LLC, a Texas limited liability company, its Manager

By: 
Richard D. Squires, Manager

Disappearing Entity:

SPI DSEA Pompano Beach, LLC a Florida limited liability company

By: 
Richard D. Squires, Manager

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TALLAHASSEE, FLORIDA