

LOG 000114777

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

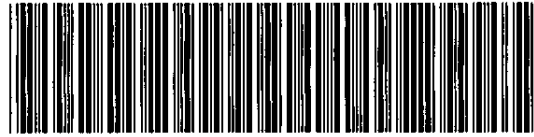
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



900138125669

12/22/08--01001--006 \*\*50.00

RECEIVED  
08 DEC 19 PM 3:16  
FLORIDA SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE 12/31/08

B. KOHR

DEC 19 2008

EXAMINER

FILED  
08 DEC 19 PM 4:15  
FLORIDA SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FLORIDA RESEARCH & FILING SERVICES, INC.  
1211 CIRCLE DRIVE  
TALLAHASSEE, FL 32301  
PHONE (850)656-6446

OFFICE USE ONLY  
08 DEC 19 PM 4:15  
FILED  
TALLAHASSEE, FLORIDA

WALK-IN

ENTITY NAME:

WOODLAND NUGENE FIELD, LLC

CK# 3689

EFFECTIVE DATE 12/31/08

AMOUNT \$50.00

PLEASE FILE THE ATTACHED MERGER & RETURN THE FOLLOWING:

☐ CERTIFIED COPY

☒ STAMPED COPY

☐ CERTIFICATE OF STATUS

Examiner's Initials

FILED  
08 DEC 19 PM 4:15  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER OF**  
**WOODLAND, L.L.C., a Tennessee limited liability company,**  
**INTO**  
**WOODLAND NUGENE FIELD, LLC, a Florida limited liability company**

This Certificate of Merger dated as of the 19<sup>th</sup> of December, 2008, is submitted to merge Woodland, L.L.C., a Tennessee limited liability company ("Woodland"), into a Woodland Nugene Field, LLC, a Florida limited liability company ("Woodland-Florida"), in accordance with §608.4382, Florida Statutes.

1. The name, jurisdiction and date of formation or organization of each of the constituent entities are as follows:

<u>NAME</u>	<u>JURISDICTION</u>	<u>DATE OF FORMATION</u>
Woodland, L.L.C.	Tennessee	August 28, 1995
Woodland Nugene Field, LLC	Florida	December <u>17</u> , 2008

2. The name and address of the surviving entity is:

Woodland Nugene Field, LLC  
507 Forrest Street, Seaside  
Santa Rosa Beach, FL 32459

EFFECTIVE DATE 12/31/08

3. The attached Plan of Merger was approved by Woodland-Florida in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

4. The attached Plan of Merger was approved by Woodland in accordance with the applicable laws of the State of Tennessee.

5. The effective date of the merger shall be the close of business on December 31, 2008.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Merger as of the date first set forth above.

WOODLAND, L.L.C.  
a Tennessee limited liability company

By: E. Woods Weathersby

Name: E. Woods Weathersby

Title: Chief Manager

WOODLAND NUGENE FIELD, LLC  
a Florida limited liability company

By: E. Woods Weathersby

Name: E. Woods Weathersby

Title: Chief Manager

EFFECTIVE DATE 12/31/08

FILED  
08 DEC 19 PM 4:15  
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER OF  
WOODLAND, L.L.C., a Tennessee limited liability company  
INTO  
WOODLAND NUGENE FIELD, LLC, a Florida limited liability company**

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of this 18<sup>th</sup> of December, 2008, by and between Woodland, L.L.C., a Tennessee limited liability company ("Woodland"), into a Woodland Nugene Field, LLC, a Florida limited liability company ("Woodland-Florida"), in accordance with §608.4382, Florida Statutes.

1. The name, jurisdiction and date of formation or organization of each of the constituent entities are as follows:

<u>NAME</u>	<u>JURISDICTION</u>	<u>DATE OF FORMATION</u>
Woodland, L.L.C.	Tennessee	August 28, 1995
Woodland Nugene Field, LLC	Florida	December <u>17</u> , 2008

2. The name and address of the surviving entity is:

Woodland Nugene Field, LLC  
507 Forrest Street, Seaside  
Santa Rosa Beach, FL 32459

3. The effective date of the Merger shall be at 11:59 P.M. on December 31, 2008 ("Effective Date").

4. As of the Effective Date, the membership interest in Woodland shall be converted into equal membership interest in Woodland-Florida.

5. The undersigned representative of Woodland-Florida hereby certifies that this Agreement was authorized and approved by all members of Woodland-Florida as required under Florida Law.

6. The undersigned representative of Woodland hereby certifies that this Agreement was authorized and approved by all of the members of Woodland as required under Tennessee Law.

7. The terms and conditions of the merger are that, on the Effective Date and pursuant to Tennessee Law, Woodland shall merge into Woodland-Florida and the following shall occur:

(a) On the Effective Date, the separate existence of Woodland shall cease, and Woodland shall be merged into Woodland-Florida, which as the Surviving Company, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Woodland; and all and singular, the rights, privileges, powers and franchises of Woodland, and all property, real, personal, and mixed, and all debts due Woodland on whatever account, shall be vested in the Surviving Company.

(b) All such property, rights, privileges, powers and franchises, and every other interest of Woodland shall be thereafter the property of the Surviving Company. The title to any real estate vested by deed or otherwise, under the laws of Tennessee or any other jurisdiction, in Woodland, shall not revert or in any way be impaired.

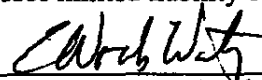
(c) All rights of creditors and all liens upon any property of Woodland shall be preserved, unimpaired, and all debts, liabilities, and duties of Woodland shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of Woodland or the corresponding manager of the Surviving Company, may, in the name of Woodland, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Company title to and possession of all Woodland's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

(d) The Articles of Organization of Woodland-Florida, as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Company until changed or amended as provided by Tennessee Law.


8. The Operating Agreement of Woodland-Florida, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Company until changed or amended as provided by Tennessee Law.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first set forth above.

WOODLAND, L.L.C.  
a Tennessee limited liability company

By:   
Name: E. Woods Weathersby  
Title: Chief Manager

WOODLAND NUGENE FIELD, LLC  
a Florida limited liability company

By:   
Name: E. Woods Weathersby  
Title: Chief Manager