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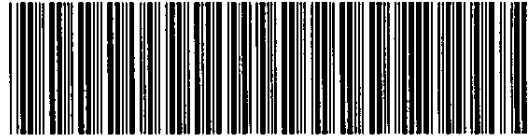
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2015 JUL 17 PM 1:34

*Merger*

JUL 20 2015

I ALBRITTON

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** I-Drive Convention Center Plaza (North) Property Owners Association  
\_\_\_\_\_  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Bart R. Saunders, Esq.

\_\_\_\_\_  
(Contact Person)

Law Office of Saunders & Saunders, P.A.

\_\_\_\_\_  
(Firm/Company)

7232 W Sand Lake Road, Suite 202

\_\_\_\_\_  
(Address)

Orlando, FL 32819

\_\_\_\_\_  
(City/State and Zip Code)

For further information concerning this matter, please call:

John T. Ankner, Esq.

\_\_\_\_\_  
(Name of Contact Person)

At ( 321 ) 319-0459

\_\_\_\_\_  
(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
(Not for Profit Corporations)

2015 JUL 17 PM 1:34  
OFFICE OF THE CLERK  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
I-Drive Convention Center Plaza (North) Property Owners Association, Inc.	Florida	N02000002857
_____	_____	_____

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
I-Drive Convention Center Plaza (South) Property Owners Association, Inc.	Florida	N02000002856
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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

**OR**     /     /     (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

**Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the surviving corporation on \_\_\_\_\_.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:  
\_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**SECTION II**

(CHECK IF APPLICABLE) ☒ The plan or merger was adopted by written consent of the members and  
executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on \_\_\_\_\_. The number of directors in  
office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_  
AGAINST

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the merging corporation(s) on \_\_\_\_\_.  
The number of votes cast for the merger was sufficient for approval and the vote  
for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

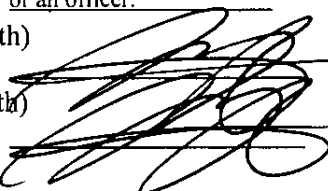
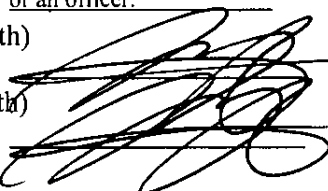
**SECTION II**

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executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on \_\_\_\_\_. The number of directors in  
office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_  
AGAINST

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
I-Drive Convention Center Plaza (North) Property Owners Association, Inc.		Joseph JeBailey, Pres.
I-Drive Convention Center Plaza (South) Property Owners Association, Inc.		Joseph JeBailey, Pres.

## **PLAN OF MERGER**

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **surviving** corporation:

Name

I-Drive Convention Center Plaza (North)  
Property Owners Association, Inc.

Jurisdiction

Florida

The name and jurisdiction of each **merging** corporation:

Name

I-Drive Convention Center Plaza (South)  
Property Owners Association, Inc.

Jurisdiction

Florida

The terms and conditions of the merger are as follows:

Please see attached Plan of Merger

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

Please see attached Plan of Merger

Other provisions relating to the merger are as follows:

Please see attached Plan of Merger

PLAN OF MERGER

by and between

I-DRIVE CONVENTION CENTER PLAZA (SOUTH) PROPERTY OWNERS  
ASSOCIATION, INC.

and

I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS  
ASSOCIATION, INC.

THIS AGREEMENT is made this 2<sup>ND</sup> day of July 2015 by and between the following parties:

- a) I-DRIVE CONVENTION CENTER PLAZA (SOUTH) PROPERTY OWNERS ASSOCIATION, INC., a Not for Profit Corporation organized and existing under the laws of the State of Florida and having its registered office at 7932 West Sand Lake Road, Suite 102, Orlando, Florida 32819 (hereinafter referred to as "SOUTH ASSOCIATION"); and
- b) I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC., a Not for Profit Corporation organized and existing under the laws of the State of Florida and having its registered office at 7932 West Sand Lake Road, Suite 102, Orlando, Florida 32819 (hereinafter referred to as "NORTH ASSOCIATION").

SOUTH ASSOCIATION may also interchangeably be referred to as the "Merging Company" and NORTH ASSOCIATION may also interchangeably be referred to as the "Surviving Company." Both companies may be referred to as "Parties."

WITNESSETH

WHEREAS, SOUTH ASSOCIATION and NORTH ASSOCIATION have a shared of interest in the management of their business for the common purpose of development of their respective properties, subject to the terms and conditions of their respective Operating Agreements and Declarations of Covenants, Conditions, Restrictions and Easements; and

WHEREAS, the owners of SOUTH ASSOCIATION and NORTH ASSOCIATION are the same persons holding the same ownership interests; and

WHEREAS, the owners of SOUTH ASSOCIATION and NORTH ASSOCIATION have determined to unify their business through a merger of SOUTH ASSOCIATION and NORTH ASSOCIATION; and

WHEREAS, I-DRIVE CONVENTION CENTER PLAZA (SOUTH) PROPERTY OWNERS ASSOCIATION, INC. ("Merging Company") has agreed to merger of all of Merging Company's assets and liabilities into I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC. according to and under the terms of the Plan of Merger; and

WHEREAS, I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC. "Surviving Company" has agreed to the merger of all of Merging Company's assets and liabilities into I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC. according to and under the terms of the Plan of Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, as well as Florida Statute §608.4383, the Parties agree as follows:

#### ARTICLE 1 – Merger of Company

##### 1.1

(a) Upon the terms and subject to the conditions of this Agreement, at the Effective Time, (i) Merging Company shall be merged with and into the Surviving Company, (ii) the separate corporate existence of Merging Company shall cease and (iii) the I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC. shall be the surviving company and shall continue its legal existence under the laws of the State of Florida and the Operating Agreement of I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC..

(b) The Merger shall become effective at the time of filing ("Effective Time") of a certificate of Merging Company attached hereto (the "Certificate of Merger"), with the Secretary of State of the State of Florida.

(c) At the Effective Time, the effects of the Merger shall be as provided in the applicable provisions of Florida Statute §608.4383. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Surviving Company and the Merging Company shall vest in the Surviving Company, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Merging



Company shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

(d) On the Effective Date which shall also be the closing date of this merger, the assets, accounts, property real and personal, tangible and intangible shall be released, conveyed, and automatically transferred from the Merging Company to Surviving Company.

1.2 The owners hereby agree that prior to the merger, the ownership and operation of the Property Owner Associations through the Merging Company and Surviving Company was a relationship wherein the parties maintained:

- a. A community of interest in the performance of the business of the companies.
- b. Joint control over the ownership and operation of the underlying business.

The owners intend to continue that relationship in the ownership and operation of the business through the Surviving Company.

#### ARTICLE 2 – Voting, Units, Interests, Rights, Directors, Officers, Profits & Losses

2.1 All Voting rights, company interests, rights of members and managers, directors, officer, as well as profits and losses of the Surviving Company shall be unchanged and the same as and governed by Surviving Company's Operating Agreement and Articles of Organization previously in existence.

2.2 The Surviving Company shall assume all assets, title to assets, interest, shares, obligations or other securities, in whole, of Merging Company.

2.3 The Surviving Company shall assume rights to acquire, all assets, title to assets, interest, shares, obligations or other securities, in whole, of Merging Company.

2.4 The Surviving Company shall maintain separate bank accounts for each Property Owners Association. The Surviving Company shall collect assessments, and any other funds, from each respective Property Owner Association, and deposit those assessments and other funds in to the account maintained by the Surviving Company for that Property Owner Association. The Surviving company shall not co-mingle the funds of the Property Owner Associations, nor shall the Surviving Company make use of the funds generated by one Property Owner Association for the benefit of the other Property Owner Association. The Surviving Company shall manage the funds generated by the respective Property Owner Association for the benefit of each individual Property Owner Association.

2.5 All other Terms and Conditions of the Operating Agreement of I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC. shall remain in existence.

ARTICLE 3 – Survival of Respective Declarations

3.1 Prior to merger, I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC. was subject to the Declaration of Covenants, Conditions, Restrictions and Easements for I Drive Convention Center Plaza - North.

3.2 The Declaration of Covenants, Conditions, Restrictions and Easements for I Drive Convention Center Plaza - North shall survive this merger, and shall continue to encumber the subject properties.

3.3 The voting rights of the Members of the I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC. under the terms of the Declaration of Covenants, Conditions, Restrictions and Easements for I Drive Convention Center Plaza - North shall remain unchanged by, and shall survive, this merger.

3.4 The members of the I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC., shall have a right to vote, as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for I Drive Convention Center Plaza - North, on all matters that affect the I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC., but shall have no right to vote in any matter that concerns only I-DRIVE CONVENTION CENTER PLAZA (SOUTH) PROPERTY OWNERS ASSOCIATION, INC.

3.5 Prior to merger, I-DRIVE CONVENTION CENTER PLAZA (SOUTH) PROPERTY OWNERS ASSOCIATION, INC. was subject to the Declaration of Covenants, Conditions, Restrictions and Easements for I Drive Convention Center Plaza - South.

3.6 The Declaration of Covenants, Conditions, Restrictions and Easements for I Drive Convention Center Plaza - South shall survive this merger, and shall continue to encumber the subject properties.

3.7 The voting rights of the Members of the I-DRIVE CONVENTION CENTER PLAZA (SOUTH) PROPERTY OWNERS ASSOCIATION, INC. under the terms of the Declaration of Covenants, Conditions, Restrictions and Easements for I Drive Convention Center Plaza - South shall remain unchanged by, and shall survive, this merger.

3.8 The members of the I-DRIVE CONVENTION CENTER PLAZA (SOUTH) PROPERTY OWNERS ASSOCIATION, INC., shall have a right to vote, as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for I Drive Convention Center Plaza - South, on all matters that affect the I-DRIVE CONVENTION CENTER PLAZA (SOUTH) PROPERTY OWNERS ASSOCIATION, INC., but shall have no right to vote in any

matter that concerns only I-DRIVE CONVENTION CENTER PLAZA (NORTH) PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 4 – Good Standing

Parties are duly organized, validly existing and in good standing under the laws of Florida, with all requisite company power and authority to conduct its business as now being conducted, to own or use the respective properties and assets that it purports to own or use, and to perform all of its obligations under all material contracts to which it is a party.

IN WITNESS WHEREOF, this Agreement has been made and entered into on the day and year first written above.

I-DRIVE CONVENTION CENTER  
PLAZA (SOUTH) PROPERTY  
OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

Joseph S. Jebrailey  
President

I-DRIVE CONVENTION CENTER  
PLAZA (NORTH) PROPERTY  
OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

Joseph S. Jebrailey  
President