

AD10000000976

Jennifer R. Gray

Requester's Name

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-07/17/01--01109--005

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3. *Effective date (6/1/07)*

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NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

01 JUL 17 PM 4:37

FILED

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

July 20, 2001

JENNIFER R. FREY
WHITE & REASOR, PLC
3305 WEST END AVENUE
NASHVILLE, TN 37203

SUBJECT: NEW HILL INVESTMENTS, LIMITED PARTNERSHIP
Ref. Number: A01000000976

We have received your document for NEW HILL INVESTMENTS, LIMITED PARTNERSHIP and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date cannot be prior to the date of filing.

The date of filing is the date of receipt. This document was received on 7/17/2001. Please choose an effective date on or after this date.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Michelle Hodges
Document Specialist

Letter Number: 301A00042598

ARTICLES OF MERGER
Merger Sheet

MERGING:

HILL INVESTMENTS, L.P., a Tennessee Limited Partnership

,

into

NEW HILL INVESTMENTS, LIMITED PARTNERSHIP, a Florida entity
A01000000976

File date: July 17, 2001 , effective July 31, 2001

Corporate Specialist: Michelle Hodges

**ARTICLES OF MERGER
OF
HILL INVESTMENTS, L.P.
INTO
NEW HILL INVESTMENTS, LIMITED PARTNERSHIP**

Pursuant to Chapter 620, Florida Statutes, as amended (the "Act"), HILL INVESTMENTS, L.P., a Tennessee limited partnership ("Hill-TN") and NEW HILL INVESTMENTS, LIMITED PARTNERSHIP, a Florida limited partnership ("Hill") adopt these Articles of Merger of Hill-TN into Hill (these "Articles") and state as follows:

1. Plan of Merger. That certain Agreement and Plan of Merger dated June 1, 2001 (the "Plan"), has been approved and executed by both Hill-TN and Hill. A copy of the Plan is attached hereto as Exhibit "A".

2. Surviving Entity. As provided in the Plan, Hill-TN will merge with and into Hill, and Hill will survive the merger. Accordingly, the name of the surviving entity of the merger is NEW HILL INVESTMENTS, LIMITED PARTNERSHIP.

3. Effective Time and Date of Merger. The effective time and date of the merger of Hill-TN with and into Hill shall be 12:01 a.m. on July 31, 2001.

IN WITNESS WHEREOF, this Certificate is executed as of the 26th day of July, 2001

HILL INVESTMENTS, L.P.,
a Tennessee limited partnership

By: REI CAPITAL, LLC, a Florida limited liability company, its general partner

By: John W. Coleman
John W. Coleman, Manager

NEW HILL INVESTMENTS, LIMITED
PARTNERSHIP, a Florida limited partnership

By: REI CAPITAL, LLC, a Florida limited liability company, its general partner

By: John W. Coleman
John W. Coleman, Manager

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FLORIDA
SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of the 14 day of June, 2001, by and between HILL INVESTMENTS, L.P., a Tennessee limited partnership ("Hill-TN"), and NEW HILL INVESTMENTS, LIMITED PARTNERSHIP, a Florida limited partnership ("Hill").

RECITALS

A. Hill-TN and Hill desire for Hill-TN to merge with and into Hill pursuant to the terms and provisions of this Agreement (the "Merger").

B. The partners of Hill-TN (collectively, the "TN Partners") and the partners of Hill (collectively, the "FL Partners") have approved the Merger, as evidenced by the signatures of the respective TN Partners and FL Partners, below.

NOW THEREFORE, for and in consideration of the foregoing Recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hill-TN and Hill agree as follows:

1. Merger. Hill-TN shall be merged with and into Hill in accordance with the laws of the State of Florida. Hill shall survive the Merger. The sole general partner of Hill is REI Capital, LLC, a Florida limited liability company whose principal business address is 135 Franklin Boulevard, St. George Island, Florida 32328.

2. Effective Time of Merger. The Merger shall be effective at 12:01 a.m. on July 31, 2001 (the "Effective Time").

3. Terms and Conditions of Merger. The following shall occur at the Effective Time:

A. The separate existence and organization of Hill-TN shall cease;

B. All property, real, personal and mixed, owned by Hill-TN and Hill, respectively, shall vest in Hill;

C. All debts, liabilities, obligations and duties of Hill-TN and Hill, respectively, shall become the debts, liabilities, obligations and duties of Hill and all liens upon any property of either Hill-TN or Hill shall be preserved unimpaired and June be enforced against Hill to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by Hill;

D. An action or proceeding pending, if any, against either Hill-TN or Hill June be continued as if the Merger had not occurred, or Hill June be substituted as a party to the action or proceeding; and

E. Unless otherwise required by applicable law, Hill-TN shall not be required to wind up its affairs or to pay its liabilities and distribute its assets.

4. Effect of Merger for Tax Purposes. The Merger is intended to qualify as a partnership-to-partnership conversion, such that Hill-TN will be treated as continuing under §708(a) of the Internal Revenue Code of 1986, as amended (the "Code"). In amplification of the foregoing, it is acknowledged that (i) Hill will continue the business, financial operations and venture of Hill-TN, (ii) the entity and persons who are

FL Partners are the same as those who are TN Partners, and (iii) the TN Partners own the same interests in Hill-TN that they, as FL Partners, own in Hill.

5. Effect of Merger on TN Partners and FL Partners. At the Effective Time, the partnership interests of the TN Partners in Hill-TN shall be terminated, and the partnership interests of the FL Partners in Hill shall remain as set forth in the Partnership Agreement for Hill. The foregoing notwithstanding and in view of the fact that the Merger is intended to qualify as a partnership-to-partnership conversion, such that Hill will be treated as continuing under §708(a) of the Code, the respective capital accounts of the TN Partners in Hill-TN shall be merged with and carried over into their respective capital accounts as FL Partners in Hill. Furthermore, at the Effective Time, the capital contributions that have been made by the TN Partners to Hill-TN prior to the Effective Time shall be deemed to have been made by the FL Partners, as FL Partners, to Hill.

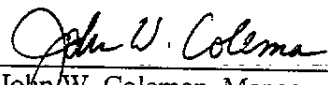
6. Authorized Ventures. The FL Partners and the TN Partners, or any one of them, are hereby authorized to do or to authorize any and all acts and things as provided for in this Agreement and to do or to authorize such further acts and things as any of them June deem to be necessary or appropriate to carry out the purposes of this Agreement including, without limitation, the execution and filing of articles of merger, together with all such other certificates, documents, information returns and other papers that June be necessary or appropriate to effectuate the Merger in accordance with applicable law.

7. Counterpart Execution. This Agreement June be executed in any number of counterparts or counterpart signature pages (by facsimile transmission or otherwise) each of which, when so executed, shall be deemed an original, but all of such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Hill-TN and Hill effective as of the date first above written.

HILL INVESTMENTS, L.P.,
a Tennessee limited partnership

By: REI Capital, LLC, a Florida limited liability
company, its general partner

By: 
John W. Coleman, Manager

NEW HILL INVESTMENTS, LIMITED
PARTNERSHIP, a Florida limited partnership

By: REI Capital, LLC, a Florida limited liability
company, its general partner

By: 
John W. Coleman, Manager