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A01000001557

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
RELIANCE LOVELUND ASSOCIATES, LLLP

Certificate of Status	0
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Page Count	06
Estimated Charge	\$113.75

52.50
52.50 x 2 = 105
157.50

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ARTICLES OF MERGER
Merger Sheet

MERGING:

RHF LOVENLUND ASSOCIATES, LTD., a Florida entity A01000001557
,

INTO

RELIANCE LOVENLUND ASSOCIATES, LLLP. entity not qualified in Florida

File date: July 23, 2002

Corporate Specialist: Lee Rivers

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ARTICLES OF MERGER
of
RHF LOVENLUND ASSOCIATES, LTD.
With and Into
RELiance LOVENLUND ASSOCIATES, LLLP

A01-1557

Pursuant to the provisions of Sections 620.201, Florida Statutes and the United States Virgin Islands Uniform Partnership and Limited Partnership Acts, RHF Lovenlund Associates, Ltd., a Florida limited partnership, as the merging entity in a Merger, and Reliance Lovenlund Associates, LLLP, a United States Virgin Islands limited liability limited partnership, as the Surviving Entity in a Merger, hereby submits the following Articles of Merger:

1. **Parties to the Merger:** The names of the entities which are parties to the merger (the "Merger") contemplated by these Articles of Merger are RHF Lovenlund Associates, Ltd., a Florida limited partnership (the "Merging Entity"), and Reliance Lovenlund Associates, LLLP, a United States Virgin Islands limited liability limited partnership. The Surviving Entity in the Merger is Reliance Lovenlund Associates, LLLP, a United States Virgin Islands limited liability limited partnership (the "Surviving Entity"). The status of each partner in the Surviving Entity is as follows: Reliance Lovenlund, LLC, a United States Virgin Islands limited liability company, is the general partner, and Reliance Housing Foundation, Inc., a Florida not-for-profit corporation, is the limited partner.
2. **Plan of Merger:** The plan of merger is set forth in an Agreement and Plan of Merger, dated as of July 16, 2002, between the Merging Entity and the Surviving Entity (the "Agreement of Merger"), a copy of which Agreement of Merger is attached hereto as Exhibit "A".
3. **Approval:** The Agreement of Merger was approved by the Merging Entity in accordance with Florida Statutes Chapter 620 and by the Surviving Entity in accordance with the provisions of the United States Virgin Islands Uniform Partnership and Limited Partnership Acts.
4. **Effective Date:** The Merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State and the Office of the Lieutenant Governor of the United States Virgin Islands, Corporate and Tradenames Division.
5. **Offices:**
 - (a) The address of the principal office of the Surviving Entity under the laws of the jurisdiction in which it is formed is:

516 N.E. 13th Street
Fort Lauderdale, Florida 33304

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- (b) The address of the chief executive office of Surviving Entity under the laws of jurisdiction in which it is formed is:


c/o Tom Bolt & Associates, P.C.
Corporate Place, Royal Dane Mall
St. Thomas
United States Virgin Islands 00802-6410

6. **Designation of Agent:** The Surviving Entity is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process pursuant to Florida Statutes §620.203(g)(2) in a proceeding to enforce any obligation or the rights of dissenting partners of the Merging Entity.

7. **Dissenting Partners:** The Surviving Entity hereby agrees to promptly pay to any dissenting partner of the Merging Entity the amount, if any, to which such dissenting partner is entitled pursuant to F.S. § 620.205.

Dated the 16th day of July 2002.

RELIANCE LOVENLUND, LLC, a United States Virgin Islands limited liability company, General Partner of Reliance Lovenlund Associates, LLLP, a United States Virgin Islands limited liability limited partnership

By: 
Name: Robert O. Jackson
Title: Manager

RELIANCE LOVENLUND FLORIDA, LLC, a Florida limited liability company (f/n/a RHF Lovenlund, LLC), General Partner of RHF Lovenlund Associates, Ltd., a Florida limited partnership

By: 
Name: Robert O. Jackson
Title: Manager

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") made and entered into this 16th day of July, 2002 by and between:

RHF LOVENLUND ASSOCIATES, LTD., a Florida limited partnership, with its principal office located at 516 Northeast 13th Street, Fort Lauderdale, FL 33304 (hereinafter referred to as the "**Merging Entity**").

and

RELIANCE LOVENLUND ASSOCIATES, LLLP, a Virgin Island limited liability limited partnership, with its principal office located at 516 Northeast 13th Street, Fort Lauderdale, FL 33304 (hereinafter referred to as the "**Surviving Entity**").

WITNESSETH:

WHEREAS, the Merging Entity is a limited partnership duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the Surviving Entity is a limited liability limited partnership duly organized and existing under and by virtue of the laws of the United States Virgin Islands; and

WHEREAS, pursuant to duly authorized action by their respective partners, the Merging Entity and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 620.201 of the Florida Revised Uniform Limited Partnership Act and the United States Virgin Islands Uniform Partnership and Limited Partnership Acts.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. **MERGER.** The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the United States Virgin Islands as the surviving entity.

2. **SURVIVING ENTITY.** On and after the effective date of the Merger:

(a) The Surviving Entity shall be the surviving entity, and shall continue to exist as a limited liability limited partnership under the laws of the United States Virgin Islands, with

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all of the rights and obligations of such Surviving Entity as are provided by the United States Virgin Islands Uniform Partnership and Limited Partnership Acts.

(b) The Merging Entity shall cease to exist, and its property shall become the property of the Surviving Entity as the Surviving Entity.

3. **TERMS AND CONDITIONS OF MERGER** The terms and conditions of the Merger are the following:

(a) **Limited Partnership Agreement**. The Limited Partnership Agreement of the Surviving Entity shall continue after the Merger as the Limited Partnership Agreement of the Surviving Entity.

(b) **Status of Partners**. The status of each partner in the Surviving Entity is as follows: Reliance Lovenhmd, LLC, a United States Virgin Islands limited liability company, is the general partner, and Reliance Housing Foundation, Inc., a Florida not-for-profit corporation, is the limited partner.

4. **PARTNERSHIP INTEREST** The partners of the Surviving Entity shall remain the partners of the Surviving Entity and shall own the partnership interests as set forth in the Limited Partnership Agreement of the Surviving Entity.

5. **APPROVAL**. The Merger contemplated by this Agreement has previously been submitted to and approved by the respective general partner and limited partner of the Merging Entity and the Surviving Entity. Subsequent to the execution of this Agreement by the appropriate general partners of the Merging Entity and the Surviving Entity, the general partners of the Merging Entity and the Surviving entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE DATE OF MERGER** The Merger shall be effective upon the filing by the Surviving Entity of Articles of Merger relating to the Merger with the Department of State of the State of Florida and the Office of the Lieutenant Governor of the United States Virgin Islands, Corporate and Tradenames Division.

7. **MISCELLANEOUS**.

(a) **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries**. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Entity and the members of the Surviving Entity, and no person not a party to this Agreement shall have any

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rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) Complete Agreement. This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modifications.

IN WITNESS WHEREOF, RHF Lovenlund Associates, Ltd. and Reliance Lovenlund Associates, LLLP have caused this Agreement to be executed as of the day and year first above written.

RHF LOVENLUND ASSOCIATES, LTD. a
Florida limited partnership, the Merging Entity

By: Reliance Lovenlund Florida, LLC, a Florida
limited liability company (d/b/a RHF Lovenlund,
LLC)

By: [Signature]
Name: ROBERT O JACKSON
Title: MANAGER

**RELiance LOVENLUND ASSOCIATES,
LLLP**, a United States Virgin Island limited
liability limited partnership, the Surviving Entity

By: Reliance Lovenlund, LLC, a Virgin Island
limited liability company

By: [Signature]
Name: ROBERT O JACKSON
Title: MANAGER

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