

Division of Corporations

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Florida Department of State
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MERGER OR SHARE EXCHANGE

CHELSEA QUALITY LIVING RESIDENTIAL FLORIDA II, LLLP

Certificate of Status	0
Certified Copy	1
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~~\$ 102.50~~
~~\$ 140.00~~

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approved by the general partner and all of the existing limited partners of the Surviving LLLP on June 27, 2003, and by each member of the Merging LLC on June 30, 2003. The number of votes cast was sufficient for approval.

6. The Surviving LLLP has obtained the consent of its general partner to continue to act as the general partner of the Surviving LLLP.

7. The Merger is permitted under and complies with the respective laws of Florida and Arizona and is not prohibited by the partnership agreement of the Surviving LLLP or by the operating agreement of the Merging LLC.

8. The Surviving LLLP will continue its existence as the surviving business entity under its current name pursuant to the provisions of the Florida Limited Partnership Act.

9. The Surviving LLLP consents to service of process in the State of Arizona in an action, suit or proceeding for the enforcement of any obligation of Merging LLC or the enforcement of any obligation of the Surviving LLLP.

10. The Surviving LLLP irrevocably appoints the Arizona Corporation Commission as its agent to accept service of process in any action, suit or proceeding for the enforcement of any obligation of Merging LLC, and designates MOTOLAW, Inc., 50 N. Laura Street, Suite 2500, Jacksonville, Florida 32202, as the address to which the Commission shall mail a copy of the process.

11. These Articles of Merger may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature pages follow]

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IN WITNESS WHEREOF, the undersigned entities have caused these Articles of Merger to be executed by their duly authorized agents on this 30th day of June, 2003.

GFS/NHP CARLISLE, LLC, an Arizona
limited liability company

By: GFS Jacksonville LLC, As Manager

By: 

Print Name: Stan Harrison

Title: Manager

[signature page of CHELSEA QUALITY LIVING RESIDENTIAL
FLORIDA II, LLLP, a Florida limited partnership, follows]

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CHELSEA QUALITY LIVING RESIDENTIAL
FLORIDA II, LLLP, a Florida limited partnership

By: Chelsea Carlisle I, Inc., as General Partner

By: Edward W. Cook

Print Name: Edward W. Cook

Title: President

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Exhibit A**PLAN OF MERGER**

THIS PLAN OF MERGER (this "Plan of Merger") involves Chelsea Quality Living Residential Florida II, LLLP, a Florida limited liability limited partnership (the "Surviving LLLP"), and GFS/NHP Carlisle LLC, an Arizona limited liability company (the "Target LLC"), GFS JACKSONVILLE LLC, a Washington limited liability company ("GFS") and TRITON REALTY PARTNERS I, LLC, an Arizona limited liability company ("Triton") (GFS and Triton collectively referred to as "Members").

1. The exact name, street address of its principal office, jurisdiction, and entity type of the Target LLC, the merging business entity is:

GFS/NHP CARLISLE, LLC (FEIN: 861034133)
an Arizona limited liability company
8687 E. Via de Ventura, Suite 310
Scottsdale, AZ 85258

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving LLLP, the surviving business entity is:

CHELSEA QUALITY LIVING RESIDENTIAL FLORIDA II, LLLP (FEIN: 05-0564610)
a Florida limited liability limited partnership
1518 Koenig Lane
Austin, TX 78756

3. The terms and conditions of this merger (the "Merger") are as follows:

- a. The Merger shall become effective on the date and at the time on which articles of merger containing the provisions required by, and executed in accordance with, Section 620.203 of the Florida Limited Partnership Act (the "FLPA") and Section 29-754 of the Arizona Limited Liability Company Act (the "ALLCA") (the "Articles of Merger") shall have been accepted for filing by the Secretary of State of the State of Florida and the Corporation Commission of the State of Arizona, or such later date and time as may be specified in the Articles of Merger (the "Effective Time").
- b. This transaction shall be treated by the parties for income tax purposes as a sale of assets by Target LLC to Surviving LLLP.
- c. Subject to the terms and conditions of this Plan of Merger, at the Effective Time, the Target LLC shall be merged with and into the Surviving LLLP in accordance with the provisions of Section 620.204 of the FLPA and Section 29-757 of the ALLCA. The separate existence of the Target LLC shall cease and the Surviving LLLP shall continue as the surviving

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business entity of the Merger under the name of "Chelsea Quality Living Residential Florida II, LLLP."

- d. The Merger shall have the effect provided therefor by the FLPA and ALLCA and, upon the effectiveness of the Merger, the Surviving LLLP shall possess, without limitation, all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties, of the Target LLC. Any and all of the rights, privileges, powers and franchises of the Target LLC, and all property, real, personal and mixed, tangible and intangible, and all debts due to the Target LLC on whatever account, shall be vested in the Surviving LLLP. Therefore, all property, rights, privileges, powers and franchises, and all and every other interest of the Target LLC shall be treated as effectually the property of the Surviving LLLP as they were of the Target LLC, and the title to any real estate vested by deed or otherwise in the Target LLC shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon any property of the Target LLC shall be preserved unimpaired, and all debts, liabilities and duties of the Target LLC shall thenceforth attach to the Surviving LLLP, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, except as otherwise provided herein.
 - e. The certificate of limited partnership of the Surviving LLLP in effect immediately prior to the consummation of the Merger shall be the certificate of limited partnership of the Surviving LLLP from and after the Effective Time, until thereafter amended or repealed in accordance with applicable law.
 - f. The Partnership Agreement of the Surviving LLLP in effect immediately prior to the consummation of the Merger shall continue as the Partnership Agreement of the Surviving LLLP after the Effective Time, until thereafter amended, amended and restated, or repealed in accordance with applicable law.
 - g. The initial general partner of the Surviving LLLP shall be the general partner of the Surviving LLLP immediately after the Effective Time, until its successor is properly determined and qualified.
4. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:
- a. Subject to the provisions set forth below, (i) all of the outstanding membership interests and rights to acquire membership interests of Target LLC shall be surrendered and delivered to the Surviving LLLP and canceled at Closing, and no additional partnership units of the Surviving

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LLLP or other property will be issued in exchange therefor except for the right to receive the consideration set forth below, and (ii) all of the outstanding units of the Surviving LLLP shall remain outstanding, and the current general partner and the limited partners of the Surviving LLLP shall continue to own the same number of units of the Surviving LLLP, as the general Partner and the limited partners did prior to the Merger.

- b. Each unit of membership interests of Target LLC that may be held in the treasury by Target LLC shall be cancelled and retired and no partnership units of Surviving LLLP, cash or other consideration shall be paid or delivered in exchange therefor.
 - c. At the time of the Merger, no transfers of the membership interests of the Target LLC by any purported Member thereof shall be allowed, made or recognized.
 - d. As payment in full for the membership interests of the Target LLC being acquired by the Surviving LLLP in the Merger, the Surviving LLLP shall pay to the Members of Target LLC the sum of Fifteen Million Nine Hundred Thirty-seven Thousand Six Hundred Fifty and No/100 Dollars (\$15,937,650.00), subject to certain adjustments and prorations.
5. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:
- a. All of the outstanding rights to acquire membership interests of Target LLC shall be surrendered and delivered to the Surviving LLLP and canceled at Closing.

6. The name and address of the general partner of the Surviving LLLP is:

Chelsea Carlisle I, Inc.
1518 Koenig Lane
Austin, Texas 78756
Attn: Edward W. Conk
(FBN: 73-1665100)

Dated: June 27, 2003

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