

A04000002012

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Account Number : 103731001374  
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## MERGER OR SHARE EXCHANGE

TRG OASIS, LTD.

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## Transmittal Cover Sheet

From:  
Heather E. Irving

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Irvingh@gtlaw.com

To:	Fax No:	Company:	Phone No.:
Florida Department of State	(850) 205-0380	Division of Corporations	

File No.: 10840.78000

Re: (((H04000250947 3)))  
TRG Oasis Ltd. - Merger with TRG-MB Ft. Myers, LLC

Date: December 21, 2004 02:50 PM

No. Pages: Including Cover Sheet 8

If you do not receive all pages properly, please call (407)420-1000, Ext. 357.

Notes: Attached please find Articles of Merger for a Cross-Entity Merger for filing today.

Also sent via: ☐ US Mail ☐ Overnight ☐ Messenger ☐ Email ☒ No Other

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450 South Orange Avenue, Suite 650, Orlando, Florida 32801 Phone: 407.420.1000 Fax: 407.420.5909

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**STATE OF FLORIDA**  
**ARTICLES OF MERGER**  
**FOR A CROSS-ENTITY MERGER**

by and between

**TRG-MB FT. MYERS, LLC, a Florida limited liability company**  
**and**  
**TRG OASIS, LTD., a Florida limited partnership**

The following Articles of Merger are being submitted in accordance with Sections 608.4382 and 620.203, Florida Statutes.

**FIRST:** The name, principal address, jurisdiction and entity type of the merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
TRG-MB FT. MYERS, LLC 2828 Coral Way, Penthouse Suite Miami, Florida 33145	Florida	Limited Liability Company  FEI Number: 20-1252736

Florida Document / Registration Number:  
L04000043996

**SECOND:** The exact name, principal address, jurisdiction and entity type, of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
TRG OASIS, LTD. 2828 Coral Way, Penthouse Suite Miami, Florida 33145	Florida	Limited Partnership  FEI Number: 20-2032743

Florida Document / Registration Number:  
A04000002012

**THIRD:** The attached Agreement and Plan of Merger meets the requirements of Sections 608.438 and 620.201, Florida Statutes, and was approved by each domestic limited liability company and limited partnership that is a party to the merger in accordance with Chapters 608 and 620, Florida Statutes.

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**TRG-MB FT. MYERS, LLC**, a Florida limited liability company

By: **TRG-FT. MYERS, LTD.**, a Florida limited partnership, Manager

By: **TRG-FT. MYERS, INC.**, a Florida corporation, General Partner

By: *Matt Allen*  
Name: *Matt Allen*  
Title: *Sec. Vice President*

**TRG OASIS, LTD.**, a Florida limited partnership

By: **TRG OASIS, LLC**, a Florida limited liability company, General Partner

By: **TRG-FT. MYERS, LTD.**, a Florida limited partnership, Managing Member

By: **TRG-FT. MYERS, INC.**, a Florida corporation, General Partner

By: *Matt Allen*  
Name: *Matt Allen*  
Title: *Sec. Vice President*

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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective as of December \_\_\_\_, 2004, by and between TRG-MB FT MYERS, LLC, a Florida limited liability company (hereinafter sometimes referred to as the "Merged Entity"), and TRG OASIS, LTD., a Florida limited partnership (the "Surviving Entity"). The Merged Entity and the Surviving Entity are hereinafter sometimes referred to as the "Constituent Entities."

**WITNESSETH:**

**WHEREAS**, the parties desire that the Merged Entity merge into the Surviving Entity in a manner which conforms to applicable laws of Florida.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Merged Entity shall merge into the Surviving Entity in accordance with Sections 608.438 and 620.201, Florida Statutes (the "Merger").

2. **Effective Date.** The Merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

3. **Rights of the Surviving Entity.** Upon the Effective Date: (a) the Merged Entity and the Surviving Entity shall become a single limited partnership and the separate existence of the Merged Entity shall cease; (b) the Surviving Entity shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Entity which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Entity, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Entity shall vest in the Surviving Entity without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Entity shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Entity shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company and partnership acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, managers, partners, committees elected or appointed by the managers, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Entity as they were with respect to the Constituent Entities.

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4. **Certificate of Limited Partnership, Agreement of Limited Partnership, Partners of Surviving Entity.** Upon the Effective Date: (a) the Certificate of Limited Partnership of the Surviving Entity shall continue as the Certificate of Limited Partnership of the Surviving Entity; (b) the Agreement of Limited Partnership of the Surviving Entity shall continue as the Limited Partnership Agreement of the Surviving Entity until terminated in the manner provided by law; and (c) the partners of the Surviving Entity shall remain the partners of the Surviving Entity.

5. **General Partner: Partners Interests.**

a. The name and business address of the General Partner of the Surviving Entity is as follows:

TRG OASIS, LLC  
2828 Coral Way, Penthouse Suite  
Miami, Florida 33145

b. The distribution formulas applicable to economic participation rights, profit and loss allocations, voting and management (if any) rights and other interests of the partners in each of the Constituent Entities are identical, and accordingly, the partners' rights and interests in the Merged Entity will be cancelled.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

7. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

9. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

10. **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

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**TRG-MB FT. MYERS, LLC**, a Florida limited liability company

By: TRG-FT. MYERS, LTD., a Florida limited partnership, Manager

By: TRG-FT. MYERS, INC., a Florida corporation, General Partner

By: /s/ Matt Allen, Sr. Vice President

**TRG OASIS, LTD.**, a Florida limited partnership

By: TRG OASIS, LLC, a Florida limited liability company, General Partner

By: TRG-FT. MYERS, LTD., a Florida limited partnership, Managing Member

By: TRG-FT. MYERS, INC., a Florida corporation, General Partner

By: /s/ Matt Allen,  
Sr. Vice President

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