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L. SELLERS

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EXAMINER

To: Division of Corporations
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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

SIVER OAK MOUNTAIN, LLLP

Certificate of Status	0
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8/21

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Certificate of Merger For Limited Liability Limited Partnership

**SILVER OAK MOUNTAIN, LLLP, a Florida limited liability limited partnership
&
SILVER OAK MOUNTAIN, LLLP, a Colorado limited liability limited
partnership**

The following Certificate of Merger is submitted in accordance with s. 620.2108, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

Name	Jurisdiction	Entity Type
SILVER OAK MOUNTAIN, LLLP	FL	Limited Liability Limited Partnership
SILVER OAK MOUNTAIN, LLLP	CO	Limited Liability Limited Partnership

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

Name	Jurisdiction	Entity Type
SILVER OAK MOUNTAIN, LLLP	FL	Limited Liability Limited Partnership

THIRD: The date the merger is effective under the governing laws of the surviving party is the date upon which this certificate is delivered to the Department of State for filing.

FOURTH: The merger was approved by each party as required by its governing law.

FIFTH: Signatures for each party:

Dated as of the 5th day of Sept, 2008

SILVER OAK MOUNTAIN, LLLP, a Florida Limited Liability Limited Partnership

By: Roderick C. Price
Roderick C. Price, General Partner

By: Susan O. Price
Susan O. Price, General Partner

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TALLAHASSEE, FLORIDA

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SILVER OAK MOUNTAIN, LLLP, a Colorado Limited Liability Partnership

By: Roderick C. Price
Roderick C. Price, General Partner

By: Susan O. Price
Susan O. Price, General Partner

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TALLAHASSEE FLORIDA

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 4th day of September 2008, by and between SILVER OAK MOUNTAIN, LLLP, an Colorado limited partnership (the "CLLLP") and SILVER OAK MOUNTAIN, LLLP, a Florida limited liability limited partnership (the "FLLLP"). The CLLLP and the FLLLP are sometimes referred to herein as the "Constituent Partnerships."

WITNESSETH:

WHEREAS, the partners of the CLLLP and the partners of the FLLLP have determined that it is advisable that the CLLLP be merged with and into the FLLLP and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the States of Colorado and Florida which permit such merger.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

ARTICLE I. THE MERGER

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the CLLLP shall merge with and into the FLLLP (the "Merger") and the FLLLP shall continue as the surviving partnership (the "Surviving Partnership"), subject to the laws of the State of Florida. The Merger shall be pursuant to and shall have the effect provided for in the Colorado Uniform Limited Partnership Act of 1981 and § 7-90-203 through § 7-90-204.5 of the Colorado Corporations and Associations Act (collectively, the "CO Act") and the Florida Revised Uniform Limited Partnership Act of 2005 (the "FL Act") (the CO Act and the FL Act may, as applicable, each be referred to herein as the "Act," and may be collectively referred to herein as the "Acts").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The FLLLP shall become the Surviving Partnership, and the separate existence of the CLLLP shall cease, except to the extent provided by the Acts in the case of a limited partnership after its merger with and into a limited liability limited partnership;

(b) The Surviving Partnership shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Partnerships, and all property, real, personal and mixed, and all debts due to any Constituent Partnership on

whatever account. All interests of, belonging or due to, either of the Constituent Partnerships shall thereupon be deemed to be transferred to and vested in the Surviving Partnership without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Partnerships shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Partnership shall be responsible for all debts, liabilities and obligations of each of the Constituent Partnerships and each claim existing and each action or proceeding pending by or against either of the Constituent Partnerships may be prosecuted as if the Merger had not taken place, and the Surviving Partnership may be substituted in the place of such Constituent Partnerships. No right of any creditor of either Constituent Partnership and no lien upon the property of either Constituent Partnership shall be impaired by the Merger.

(d) The name and address of the General Partners of the Surviving Partnership are **RODERICK C. PRICE** and **SUSAN O. PRICE**, of 8951 Bonita Beach Road SE, Suite 525/407, Bonita Springs, FL 34135-4208.

ARTICLE II. GOVERNING DOCUMENTS

Section 2.1. Certificates of Limited Partnership. The Certificate of Limited Partnership of the FLLLP, as in effect immediately prior to the Effective Date, shall be Certificate of Limited Partnership of the Surviving Partnership from and after the Effective Date. Such Certificate of Limited Partnership shall continue in effect until amended, restated or repealed in accordance with applicable law and the Certificate of Limited Partnership of the Surviving Partnership. The Certificate of Limited Partnership of the CLLLP shall be cancelled and be of no force or effect as of the Effective Date.

Section 2.2. Limited Liability Limited Partnership Agreement and Limited Partnership Agreement. The Limited Liability Limited Partnership Agreement of the FLLLP, as in effect immediately prior to the Effective Date, shall be the Partnership Agreement of the Surviving Partnership from and after the Effective Date. Such Partnership Agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the Certificates of Limited Partnership and the Partnership Agreement of the Surviving Partnership. The Limited Liability Limited Partnership Agreement of the CLLLP shall terminate and be of no force or effect as of the Effective Date.

ARTICLE III. MANNER AND BASIS OF CONVERTING PARTNERSHIP INTERESTS

As of the Effective Date, pursuant to this Agreement and without any action on the part of any partner of the CLLLP or the FLLLP, all of the partnership interests in

the CLLLP of the general partners and the limited partners shall be converted into partnership interests in the FLLLP in the same percentage of partnership interests held in the CLLLP as set forth in Schedule A attached hereto. The outstanding partnership interests in the FLLLP immediately prior to the Effective Date shall be redeemed as of the Effective Date.

ARTICLE IV. EFFECTIVENESS OF MERGER

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

(i) Certificate of Merger shall be executed and filed with the Secretary of State of the State of Florida in accordance with the Acts; and

(ii) the Constituent Partnerships shall do all other acts and things as shall be necessary or desirable to effect the Merger in the State of Florida and the State of Colorado.

The Merger shall become effective upon the filing of Certificate of Merger to be filed with the Secretary of State of the State of Florida (the "Effective Date").

ARTICLE V. TERMINATION AND AMENDMENT

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the general partners of the CLLLP or the FLLLP, notwithstanding approval of this Agreement by the general partners of the CLLLP or the FLLLP. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Article, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Partnerships, or their respective partners.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the general partners of the CLLLP or the FLLLP at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the general partners of the CLLLP or the FLLLP shall not (i) alter or change the amount or kind of partnership interests to be received, (ii) alter or change any term of the Certificate of Limited Partnership of the Surviving Partnership to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the partners of the CLLLP or the FLLLP.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Partnership or its successors or assigns determines that any documentation, action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Partnership with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Partnerships, the general partners of the Surviving Partnership shall be authorized to execute and deliver, in the name and on behalf of any Constituent Partnership or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Partnership or otherwise, all such other actions and things.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

SILVER OAK MOUNTAIN, LLLP, a Florida
Limited Liability Limited Partnership

By: Roderick C. Price
Roderick C. Price, General Partner

By: Susan O. Price
Susan O. Price, General Partner

SILVER OAK MOUNTAIN, LLLP, a
Colorado Limited Liability Limited
Partnership

By: Roderick C. Price
Roderick C. Price, General Partner

By: Susan O. Price
Susan O. Price, General Partner

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TALLAHASSEE FLORIDA

SCHEDULE A

**PARTNER'S NAME & ADDRESS,
& PERCENTAGE INTEREST**

Partner's Name & Address

**Partner's
Percentage Interest**

Roderick C. Price
8951 Bonita Beach Road SE
Suite 525/407
Bonita Springs, FL 34135-4208

General (1%)
Limited (42.3468%)

Susan O. Price
8951 Bonita Beach Road SE
Suite 525/407
Bonita Springs, FL 34135-4208

General (1%)
Limited (42.3468%)

Kelsey M. Price
8951 Bonita Beach Road SE
Suite 525/407
Bonita Springs, FL 34135-4208

Limited (6.6532%)

Tessa S. Price
8951 Bonita Beach Road SE
Suite 525/407
Bonita Springs, FL 34135-4208

Limited (6.6532%)