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**MERGER OR SHARE EXCHANGE
HUNTERS RIDGE APARTMENTS, LTD.**

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$105.00

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Certificate of Merger

The following Certificate of Merger is submitted in accordance with Section 620.2108 of the Florida Revised Uniform Limited Partnership Act.

First:

The name, form/entity type, and jurisdiction of each merging party is as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Form/Entity Type:</u>
Hunters Ridge Apartments, Ltd.	Florida	Limited partnership
The Reserve at Hunters Ridge, Ltd.	Florida	Limited partnership

Second:

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

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Form/Entity Type:</u>
Hunters Ridge Apartments, Ltd.	Florida	Limited partnership

Third:

The merger shall become effective on the date and time that this Certificate of Merger is accepted by the Florida Department of State.

Fourth:

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

Fifth:

Signature(s) for each party:

[Signatures to Follow]

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FLORIDA DEPARTMENT OF STATE
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IN WITNESS WHEREOF, each pre-existing constituent limited partnership has caused this Certificate of Merger to be duly executed by all of its general partners.

Dated: Jan 12, 2021

Hunters Ridge Apartments, Ltd.

By: Tri County Development, Inc., General Partner

By: *Alex Deeb*
Notary Public for the State of Nevada

Name: Alex R. Deeb

Title: President

Dated: Jan 12, 2021

The Reserve at Hunters Ridge, Ltd.

By: Tri County Development, Inc., General Partner

By: *Alex Deeb*
Notary Public for the State of Nevada

Name: Alex R. Deeb

Title: President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of January , 2021, by and between Hunters Ridge Apartments, Ltd., a Florida limited partnership ("**Acquiror**"), and The Reserve at Hunters Ridge, Ltd., a Florida limited partnership (the "**Target**" and, collectively with the Acquiror, the "**Parties**").

RECITALS

WHEREAS, the respective general partners and limited partners of the Acquiror and the Target have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective partnerships and partners.

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Revised Uniform Limited Partnership Act (the "**FPA**") will merge with and into the Acquiror, with the Acquiror as the surviving limited partnership (the "**Merger**").

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger shall constitute a continuation of the tax partnership that is the Target through the Acquiror.

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"**Acquiror**" has the meaning set forth in the Preamble.

"**Agreement**" has the meaning set forth in the Preamble.

"**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the partners of each of the Parties as set forth in Section 2.4, which shall be at the time and on the date that certificate of merger is accepted by the Florida Department of State.

"**FPA**" has the meaning set forth in the RECITALS.

"**Merger**" has the meaning set forth in the RECITALS.

"**Parties**" has the meaning set forth in the Preamble.

“**Surviving Limited Partnership**” has the meaning set forth in Section 2.1.

“**Target**” has the meaning set forth in the Preamble.

Any other terms defined herein have the meaning so given them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FPA, the Target shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate existence of the Target shall cease and the Acquiror shall be the surviving limited partnership (the “**Surviving Limited Partnership**”). The effects and consequences of the Merger shall be as set forth in this Agreement and the FPA.

2.2 Organizational Documents. No amendments shall be made to the Surviving Limited Partnership’s organizational documents.

2.3 General Partner. The general partner of the Acquiror immediately prior to the Effective Time shall be the general partner of the Surviving Limited Partnership from and after the Effective Time until removal in the manner provided for in the certificate of limited partnership and limited partnership agreement of the Surviving Limited Partnership or as otherwise provided by the FPA.

2.4 Partner Approval. The consummation of the Merger is subject to unanimous partner approval at the Target and Acquiror.

ARTICLE III: CONVERSION OF RIGHTS

3.1 Conversion. Target and Acquiror have the same ownership structure. Accordingly, the limited partner of Target will own the same percent of limited partnership interests in the Surviving Limited Partnership after the Effective Time as it owned in Target immediately before the Effective Time, and the general partner of Target will own the same percent of general partnership interests in the Surviving Limited Partnership after the Effective Time as it owned in Target immediately before the Effective Time.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Target; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Target on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Target, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Target shall be preserved unimpaired, and all liens upon the property of the Target shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Target shall thenceforth remain with or be attached to, as the case may be, the Acquiror and

may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

ARTICLE IV: OTHER PROVISIONS

4.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.1):

If to the Acquiror or to the Target, to:	Hunters Ridge Apartments, Ltd. 9400 River Crossing Blvd. Suite 102 New Port Richey, FL 34655 Attention: Alex R. Deeb, President
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or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.2 Entire Agreement. This Agreement, together with the certificate of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.3 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.8 Governing Law and Jurisdiction. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

HUNTERS RIDGE APARTMENTS, LTD.

By: Tri County Development, Inc., General Partner

By: *Alex Deeb*
2012.01.12 11:50:11
Name: Alex R. Deeb
Title: President

THE RESERVE AT HUNTERS RIDGE, LTD.

By: Tri County Development, Inc., General Partner

By: *Alex Deeb*
2012.01.12 11:50:11
Name: Alex R. Deeb
Title: President

**WRITTEN CONSENT
OF THE
PARTNERS
OF
THE RESERVE AT HUNTERS RIDGE, LTD.**

The undersigned, being all of the partners of **THE RESERVE AT HUNTERS RIDGE, LTD.**, a Florida limited partnership (the "**Company**"), do hereby consent to the adoption and approval of, and do hereby adopt and approve the following preambles and resolutions:

Merger with Hunters Ridge Apartments, Ltd.

WHEREAS, the partners of the Company have determined that merging the Company with and into Hunters Ridge Apartments, Ltd., a Florida limited partnership, is in the best interests of the Company, with Hunters Ridge Apartments, Ltd. being the surviving company; and

WHEREAS, the partners of the Company have determined that a merger of the Company with and into Hunters Ridge Apartments, Ltd. should be approved.

NOW, THEREFORE, BE IT RESOLVED, that the merger of the Company with and into Hunters Ridge Apartments, Ltd. in accordance with the laws of the State of Florida be, and it hereby is, authorized and approved.

RESOLVED, that the execution and delivery of Certificate of Merger substantially in the form attached hereto as Exhibit A and the execution and delivery of a Plan of Merger substantially in the form attached hereto as Exhibit B, each with such changes or additions to the same as the partners of the Company shall approve, such approval to be conclusively evidenced by the execution and delivery thereof by the partners of the Company, be, and they hereby are, authorized and approved.

RESOLVED, that the partners of the Company be, and they hereby are, authorized and directed to file with the Florida Department of State an executed copy of the Certificate of Merger and any and all other documents deemed necessary or appropriate by the partners to consummate the merger of the Company with and into Hunters Ridge Apartments, Ltd.

Further Action

RESOLVED, that the partners of the Company be, and they hereby are, authorized and directed in the name of and on behalf of the Company to take such additional actions as the partners deem necessary or appropriate to carry out the intent and accomplish the purposes of the foregoing resolutions.

DATED this 12 day of January, 2021.

GENERAL PARTNER:

Tri County Development, Inc.,
a Florida corporation

By: *Alex Deeb*
Alex Deeb 2021 JAN 12 11:04 EST
Alex R. Deeb, President

LIMITED PARTNER:

Labibi, Ltd.,
a Florida limited partnership

By: Labibi, Inc., a Florida corporation,
as sole general partner

By: *Alex Deeb*
Alex Deeb 2021 JAN 12 11:04 EST
Alex R. Deeb, President

**WRITTEN CONSENT
OF THE
PARTNERS
OF
HUNTERS RIDGE APARTMENTS, LTD.**

The undersigned, being all of the partners of **HUNTERS RIDGE APARTMENTS, LTD.**, a Florida limited partnership (the "**Company**"), do hereby consent to the adoption and approval of, and do hereby adopt and approve the following preambles and resolutions:

Merger with The Reserve at Hunters Ridge, Ltd.

WHEREAS, the partners of the Company have determined that merging the Company with The Reserve at Hunters Ridge, Ltd., a Florida limited partnership, is in the best interests of the Company, with the Company being the surviving limited partnership interest; and

WHEREAS, the partners of the Company have determined that a merger of the Company with The Reserve at Hunters Ridge, Ltd. should be approved.

NOW, THEREFORE, BE IT RESOLVED, that the merger of the Company with The Reserve at Hunters Ridge, Ltd. in accordance with the laws of the State of Florida be, and it hereby is, authorized and approved.

RESOLVED, that the execution and delivery of Certificate of Merger substantially in the form attached hereto as Exhibit A and the execution and delivery of a Plan of Merger substantially in the form attached hereto as Exhibit B, each with such changes or additions to the same as the partners of the Company shall approve, such approval to be conclusively evidenced by the execution and delivery thereof by the partners of the Company, be, and they hereby are, authorized and approved.

RESOLVED, that the partners of the Company be, and they hereby are, authorized and directed to file with the Florida Department of State an executed copy of the Certificate of Merger and any and all other documents deemed necessary or appropriate by the partners to consummate the merger of the Company with The Reserve at Hunters Ridge, Ltd.

Further Action

RESOLVED, that the partners of the Company be, and they hereby are, authorized and directed in the name of and on behalf of the Company to take such additional actions as the partners deem necessary or appropriate to carry out the intent and accomplish the purposes of the foregoing resolutions.

DATED this 10th day of January, 2021.

GENERAL PARTNER:

Tri County Development, Inc.,
a Florida corporation

By: Alex Deeb
Alex R. Deeb, President

LIMITED PARTNER:

Labibi, Ltd.,
a Florida limited partnership

By: Labibi, Inc., a Florida corporation,
as sole general partner

By: Alex Deeb
Alex R. Deeb, President