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B. KOHR

MAR 18 2011

EXAMINER

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

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CONTACT: RICKY SOTO

DATE: 03/18/2011

REF. #: 000672.144787

CORP. NAME: WARM SPRINGS BITHLO, LLC merging into RICHLAND TOWERS - ORLANDO, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 539007 **FOR \$** 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

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| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

**CERTIFICATE OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies in accordance with Section 608.4382, *Florida Statutes*:

FIRST: The names and jurisdictions of formation of each of the domestic limited liability companies which are to merge are as follows:

WARM SPRINGS BITHLO, LLC, a Florida limited liability company, and

RICHLAND TOWERS - ORLANDO, LLC, a Florida limited liability company.

SECOND: The surviving Limited Liability Company is RICHLAND TOWERS - ORLANDO, LLC, a Florida limited liability company.

THIRD: The attached Agreement and Plan of Merger has been approved and executed by each of the constituent entities in accordance with Chapter 608, *Florida Statutes*.

FOURTH: The merger is to become effective on the date of filing with the Florida Secretary of State.

[Signature Page to Immediately Follow]

FILED STATE
SECRETARY OF CORPORATIONS
11 MAR 18 AM 8:11

IN WITNESS WHEREOF, each of the constituent entities to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 18th day of March, 2011.

RICHLAND TOWERS - ORLANDO, LLC,
a Florida limited liability company

By Its Sole Member:


Richland Towers, LLC,
a Florida limited liability company

By: 
John C. Troutman, Vice President

WARM SPRINGS BITHLO, LLC, a Florida
limited liability company

By Its Sole Member:

Richland Towers - Orlando, LLC,
a Florida limited liability company

By: 
John C. Troutman, Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated this 15th day of March, 2011, is made and entered into by and between **WARM SPRINGS BITHLO, LLC**, a Florida limited liability company ("BITHLO"), and **RICHLAND TOWERS - ORLANDO, LLC**, a Florida limited liability company (the "SURVIVING COMPANY"). BITHLO and the SURVIVING COMPANY being sometimes referred to herein as the "Constituent Companies".

WITNESSETH:

WHEREAS, BITHLO is a limited liability company duly organized under the laws of the State of Florida; and

WHEREAS, the SURVIVING COMPANY is a limited liability company duly organized under the laws of the State of Florida and is the sole Member of BITHLO; and

WHEREAS, the Members of each of the Constituent Companies deem it advisable for the general welfare of such Constituent Companies and its Members that BITHLO be merged into the SURVIVING COMPANY, which the SURVIVING COMPANY shall be the surviving limited liability company, and that the name of the SURVIVING COMPANY will remain RICHLAND TOWERS - ORLANDO, LLC; and

WHEREAS, for state law purposes, the transaction shall qualify as a statutory merger under the laws of the State of Florida;

NOW, THEREFORE, the Constituent Companies hereby agree that BITHLO shall be merged with and into the SURVIVING COMPANY in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Agreement and Plan of Merger:

ARTICLE I

The Constituent Companies

The names of the Constituent Companies to the merger are **WARM SPRINGS BITHLO, LLC** (Florida Document No. L00000001563) and **RICHLAND TOWERS - ORLANDO, LLC** (Florida Document No. L00000002279).

ARTICLE II

The Merger

On the Effective Date (as hereinafter defined), BITHLO shall be merged with and into the SURVIVING COMPANY (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of Sections 608.401-608.705, *Florida Statutes*, known as Florida Limited Liability Company Act (the "Florida Act").

ARTICLE III

Effect of Merger

From and after the filing of the Certificate of Merger in the Office of the Secretary of State of the State of Florida in accordance with Article VIII hereof, the Constituent Entities shall be a single limited liability company which shall be the SURVIVING COMPANY. From and after such filing, the separate existence of BITHLO shall cease, while the existence of the SURVIVING COMPANY shall continue unaffected and unimpaired. The SURVIVING COMPANY shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited liability company organized under the Florida Act. The SURVIVING COMPANY shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Companies. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the SURVIVING COMPANY without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Companies, shall not revert or be in any way impaired by reason of such Merger. The SURVIVING COMPANY shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against any of the Constituent Companies may be prosecuted as if such Merger had not taken place, or the SURVIVING COMPANY may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by such Merger.

ARTICLE IV

Articles of Organization and Operating Agreement of the SURVIVING COMPANY

The Articles of Organization and Operating Agreement of the SURVIVING COMPANY as they existed immediately prior to giving effect to the Merger shall survive the Merger until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

ARTICLE V

Treatment of Membership Interests of Constituent Companies

By virtue of the Merger and without any action on the part of the Members of the Constituent Companies thereof, upon the Effective Date pursuant to this Agreement and Plan of Merger, the membership interests of the Members of the Constituent Companies currently owned by the Members of those limited liability companies shall be treated in the following manner:

1. Each membership interest of the SURVIVING COMPANY shall continue to be the same membership interests of the SURVIVING COMPANY with the same voting powers, restrictions and qualifications as existed immediately prior to the filing of the Certificate of Merger in accordance with Article VIII. In furtherance of, but without limiting the foregoing, the sole Member of the SURVIVING COMPANY shall own the same membership interests and same percentage interests in the SURVIVING COMPANY as the sole Member owned immediately prior to the filing of the Certificate of Merger.

2. Each membership interest of BITHLO owned immediately prior to the filing of the Certificate of Merger in accordance with Article VIII hereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and no membership interests of the SURVIVING COMPANY shall be issued therefor.

ARTICLE VI

Further Assurance

If at any time after the Effective Date the SURVIVING COMPANY shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the SURVIVING COMPANY, according to the terms hereof, the title to any property or rights of BITHLO, the last acting Members or Managers of BITHLO, as the case may be, shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the SURVIVING COMPANY, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE VII

Approvals by Members

This Agreement and Plan of Merger shall be approved by the sole Member of each Constituent Company as provided by the Florida Act. If duly adopted, a Certificate of Merger meeting the requirements of the Florida Act shall be filed immediately with the Florida Secretary of State.

ARTICLE VIII

Effective Date

The Merger of BITHLO into the SURVIVING COMPANY shall become effective upon the filing of the Certificate of Merger in accordance with the Florida Act. The date on which the Merger shall become effective is herein called the "Effective Date".

ARTICLE IX

Covenants of BITHLO

BITHLO covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership interests or rights to acquire any such membership interests prior to the Effective Date.

ARTICLE X

Covenants of the SURVIVING COMPANY

The SURVIVING COMPANY covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership interests or rights to acquire any such membership interests prior to the Effective Date.

ARTICLE XI
Termination

Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Member of any of the Constituent Companies at any time prior to the filing of the Certificate of Merger.

ARTICLE XII
Counterparts

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

WARM SPRINGS BITHLO, LLC,
a Florida limited liability company

By Its Sole Member:

Richland Towers - Orlando, LLC,
a Florida limited liability company

By: 

John C. Troutman, Vice President

RICHLAND TOWERS - ORLANDO, LLC,
a Florida limited liability company

By Its Sole Member:

Richland Towers, LLC,
a Florida limited liability company

By: 

John C. Troutman, Vice President