

L00000003122

Florida Department of State  
Division of Corporations  
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DIVISION OF CORPORATIONS

**MERGER OR SHARE EXCHANGE**

**GENSSLER INVESTMENT COMPANY LLC**

Certificate of Status	0
Certified Copy	1
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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

GENSSLER INVESTMENT COMPANY LLC    A CONNECTICUT LIMITED  
LIABILITY COMPANY

INTO

**GENSSLER INVESTMENT COMPANY LLC**, a Florida entity, L00000003122

File date: March 21, 2000

Corporate Specialist: Agnes Lunt

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ARTICLES OF MERGER

OF

GENSSLER INVESTMENT COMPANY LLC,  
a Connecticut limited liability company

AND

GENSSLER INVESTMENT COMPANY LLC,  
a Florida limited liability company  
L 00000000 3122

To the Secretary of State  
State of Florida

Pursuant to the provisions of the Florida Limited Liability Company Act (the "Act"), the foreign limited liability company and the domestic limited liability company herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Genssler Investment Company LLC, a Connecticut limited liability company, with and into Genssler Investment Company LLC, a Florida limited liability company. The Plan of Merger was duly authorized and approved by each limited liability company that is a party to this merger in accordance with the applicable provisions of Chapter 608 of the Act and the applicable provisions of the laws of the State of Connecticut.

2. The merger of Genssler Investment Company LLC, a Connecticut limited liability company, with and into Genssler Investment Company LLC, a Florida limited liability company, is permitted by the laws of the jurisdiction of the organization of Genssler Investment Company LLC, a Connecticut limited liability company, and is in compliance with said laws. The date of adoption of the Plan of Merger by the members of Genssler Investment Company LLC, a Connecticut limited liability company, was March 16, 2000.

3. The members of Genssler Investment Company LLC, a Florida limited liability company, entitled to vote thereon approved and adopted the aforesaid Plan of Merger by written consent given on March 16, 2000 in accordance with the provisions of Section 608.438 of the Act.

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4. The merger shall become effective as of the date these Articles of Merger are filed under the Act.

Executed on March 20, 2000.

GENSSLER INVESTMENT COMPANY LLC,  
a Connecticut limited liability company

By: \_\_\_\_\_

Name: Rolf Genssler  
Capacity: Managing Member

GENSSLER INVESTMENT COMPANY LLC,  
a Florida limited liability company

By: \_\_\_\_\_

Name: Rolf Genssler  
Capacity: Member Manager

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**PLAN OF MERGER**

PLAN OF MERGER adopted as of March 16 2000, by Genssler Investment Company LLC, a limited liability company organized under the laws of the State of Connecticut, by consent of all Members as evidenced by their signatures attached hereto, and by Genssler Investment Company LLC, a limited liability company organized under the laws of the State of Florida, by consent of all Members as evidenced by their signatures attached hereto.

1. Genssler Investment Company LLC, a Connecticut limited liability company, and Genssler Investment Company LLC, a Florida limited liability company, shall, pursuant to the provisions of the laws of the State of Connecticut and the provisions of the Florida Limited Liability Company Act (the "Act") be merged with and into a single limited liability company, to wit, Genssler Investment Company LLC, a Florida limited liability company, which shall be the surviving limited liability company at the effective time and date of the merger and which is sometimes hereinafter referred to as the "Surviving LLC," and which shall continue to exist as said surviving limited liability company under its present name pursuant to the provisions of the Act. The separate existence of Genssler Investment Company LLC, a Connecticut limited liability company, which is sometimes hereinafter referred to as the "Merging LLC," shall cease at the effective time and date of the merger in accordance with the laws of the jurisdiction of its organization.

2. The Articles of Organization of the Surviving LLC at the effective time and date of the merger shall be the Articles of Organization of said Surviving LLC; and said Articles of Organization shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Act.

3. The Operating Agreement of the Surviving LLC at the effective time and date of the merger will be the Operating Agreement of said Surviving LLC and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Act.

4. The Member Managers in office of the Surviving LLC at the effective time and date of the merger shall be the Member Managers of the Surviving LLC, all of whom shall hold their offices until their tenure is otherwise terminated in accordance with the Operating Agreement of the Surviving LLC. The names and business addresses of the Member Managers of the Surviving LLC are Rolf Genssler and Helene Genssler, 2602 Juniper Court, Palm City, Florida 34990.

5. Each percentage of existing Sharing Ratios of the Merging LLC immediately prior to the effective time and date of the merger shall at the effective time and date of the merger be converted into an identical number of Membership Units of the Surviving LLC. For example, a Sharing Ratio of 17.5525% of the Merging LLC shall be converted to 17.5525 Membership Units of the Surviving LLC. The issued Membership Units of the Surviving LLC shall not be converted or exchanged in any manner, but each said Unit which is

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issued at the effective date and time of the merger shall continue to represent one issued Unit of the Surviving LLC.

6. The merger of the Merging LLC with and into the Surviving LLC shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the Merging LLC and the Plan of Merger herein made and approved was submitted to the Members of the Surviving LLC for their approval or rejection in the manner prescribed by the provisions of the Act.

7. In the event that the merger of the Merging LLC with and into the Surviving LLC shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the Merging LLC, and in the event that the Plan of Merger shall have been approved by the Members entitled to vote of the Surviving LLC in the manner prescribed by the provisions of the Act, the Merging LLC and the Surviving LLC hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Connecticut and of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Managing Members of the Merging LLC and the Member Managers of the Surviving LLC, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

**The Merging LLC:**

GENSSLER INVESTMENT COMPANY LLC,  
a Connecticut limited liability company

By: 

Rolf Genssler, Managing Member

**The Surviving LLC:**

GENSSLER INVESTMENT COMPANY LLC, a  
Florida limited liability company

By: 

Rolf Genssler, Member Manager

By: 

Helene Genssler, Member Manager

**Signature Continuation Page to Plan and Agreement of Merger between**  
**GENSSLER INVESTMENT COMPANY LLC**

**and**

**GENSSLER INVESTMENT COMPANY LLC**

**Dated as of:** March 16 2000

**The Members:**

  
\_\_\_\_\_  
**Rolf Genssler**

  
\_\_\_\_\_  
**Helene Genssler**

\_\_\_\_\_  
**Klaus Genssler**

\_\_\_\_\_  
**Gudrun Dostmann**

\_\_\_\_\_  
**Sebastian Dostmann, by Gudrun Dostmann, his  
natural guardian**

\_\_\_\_\_  
**Felix Dostmann, by Gudrun Dostmann, his  
natural guardian**

\_\_\_\_\_  
**Melanie Genssler, by Klaus Genssler, her  
natural guardian**

\_\_\_\_\_  
**Oliver Genssler, by Klaus Genssler, his natural  
guardian**

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**Signature Continuation Page to Plan and Agreement of Merger between**

**GENSSLER INVESTMENT COMPANY LLC**

**and**

**GENSSLER INVESTMENT COMPANY LLC**

**Dated as of:** March 16 2000

**The Members:**

\_\_\_\_\_  
Rolf Genssler

\_\_\_\_\_  
Helene Genssler

\_\_\_\_\_  
Klaus Genssler

\_\_\_\_\_  
Gudrun Dostmann

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Signature Continuation Page to Plan and Agreement of Merger between

GENSSLER INVESTMENT COMPANY LLC

and

GENSSLER INVESTMENT COMPANY LLC

Dated as of: March 16 2000

The Members:

Rolf Genssler

Helene Genssler

GENSSLER INVESTMENT COMPANY LLC

Klaus Genssler

GENSSLER INVESTMENT COMPANY LLC

Gudrun Dostmann

Dated as of:

2000

Sebastian Dostmann  
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natural guardian

Felix Dostmann  
Felix Dostmann, by Gudrun Dostmann, his  
natural guardian

Melanie Genssler  
Melanie Genssler, by Klaus Genssler, her  
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Oliver Genssler, by Klaus Genssler, his natural  
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