

L 000000009850

Division of Corporations

8/31/00 11:04 AM

Florida Department of State  
Division of Corporations  
Public Access System  
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H00000045735 8)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:  
Division of Corporations  
Fax Number : (850)922-4000

From:  
Account Name : CORPORATE CREATIONS INTERNATIONAL INC.  
Account Number : 110432003053  
Phone : (305) 672-0686  
Fax Number : (305) 672-9110

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

00 AUG 31 AM 10:28

MERGER OR SHARE EXCHANGE

ROVIC, LLC

Certificate of Status	0
Certified Copy	0
Page Count	02
Estimated Charge	\$87.50

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

00 AUG 31 AM 10:40

FILED

Electronic Filing Menu

Corporate Filing

Public Access Help

7<sup>+</sup>8 = 8

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

IRVIN R. SCHINDLER, INC. a Florida corporation #174780

into

**ROVIC, LLC**, a Florida entity L00000009850

File date: August 31, 2000

Corporate Specialist: Lee Rivers

H00000045735

**ARTICLES OF MERGER  
OF  
IRVIN R. SCHINDLER, INC.  
(a Florida corporation)  
INTO**

**ROVIC, LLC  
(a Florida limited liability company)**

Pursuant to Sections 607.1109 and 608.4382 of the Florida Statutes, Irvin R. Schindler, Inc., a Florida corporation (the "Merging Company"), hereby submits these Articles of Merger for the purpose of merging itself with and into Rovic, LLC a Florida limited liability company (the "Surviving Company")(the "Merger"):

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

<u>Name/Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Irvin R. Schindler, Inc. 1800 N.E. 114 Street Suite 1902 Miami, Florida 33181	Florida	Corporation

Florida Document/Registration Number	174780	FEI Number: 59-0701068
--------------------------------------	--------	------------------------

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

<u>Name/Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Rovic, LLC c/o Roger J. Schindler, Manager 2650 Biscayne Boulevard Miami, Florida 33137	Florida	Limited Liability Company

Florida Document/Registration Number	L00000009850	FEI Number: 65-1032422
--------------------------------------	--------------	------------------------

**THIRD:** The attached Plan of Merger meets the requirements of Sections 607.1108 and 608.438 of the Florida Statutes and was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with Chapters 607 and 608 of the Florida Statutes.

H00000045735

FILED  
 00 AUG 31 AM 10:40  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

H00000045735

**FOURTH:** This Merger shall become effective as of 12:01 a.m. August 31, 2000.


**FIFTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

Executed as of the 31st day of August, 2000.

IRVIN R. SCHINDLER, INC.

By:   
Irvin R. Schindler, President

ROVIC, LLC

By:   
Roger J. Schindler,  
Manager/President

FILED  
00 AUG 31 AM 10:40  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

H00000045735

H00000045735

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement"), is entered into by and between IRVIN R. SCHINDLER, INC., a Florida corporation ("INC") and ROVIC, LLC, a Florida limited liability company ("LLC"). INC and LLC are herein collectively referred to as the "Companies".

WHEREAS, INC is a corporation organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, LLC, is a limited liability company organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the shareholders of INC are the members of LLC and, as such, own identical interests in each Company;

WHEREAS, in order to facilitate the companies' businesses, the sole director of INC and the members of LLC deem it advisable and in the best interest of the respective Companies that INC merge into LLC (the "Merger") pursuant to the terms of this Agreement, and that LLC be the surviving limited liability company of such Merger;

NOW THEREFORE, for and in consideration of the premises and the mutual agreements and covenants contained herein, the receipt and sufficiency of which the Companies hereby acknowledge, the Companies hereby agree that INC shall be merged into LLC (hereinafter sometimes referred to as the "Surviving Company") and that the terms and conditions of the Merger shall be as follows:

IRVIN R. SCHINDLER, INC.

H00000045735

FILED  
00 AUG 31 AM 10:40  
STATE  
TALLAHASSEE FLORIDA

H00000045735

**FIRST:** The name and jurisdiction of the merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Irvin R. Schindler, Inc.	Florida

**SECOND:** The name and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Rovic, LLC	Florida

**THIRD:** The terms and conditions of the Merger are as follows:

Section 1. Surviving Limited Liability Company. Registered Office. Subject to the provisions of this Agreement, at the Effective Time (as defined below), the Companies shall be merged into a single limited liability company as follows: (i) INC shall merge with and into LLC, which shall be the Surviving Company and which shall exist by virtue of and be governed by the laws of the State of Florida, (ii) the address of LLC's registered office in the State of Florida shall be c/o Roger J. Schindler, Manager, 2650 Biscayne Boulevard, Miami, Florida 33137 and (iii) the Surviving Company shall be named "Rovic, LLC".

Section 2. Effective Time. The Merger shall be effective, and the "Effective Time" of the Merger shall be as of 12:01 a.m. August 31, 2000.

Section 3. Effect of Merger.

(a) At the Effective Time, the separate existences of INC and LLC shall be merged into and continued in the Surviving Company, and the Surviving Company shall be deemed to be the same as INC and LLC. All rights, franchises and interests of INC and LLC, respectively, in and to any type of property, contract and chose in action shall be transferred to and vested in the Surviving Company by virtue of the Merger without any

H00000045735

FILED  
09 AUG 31 AM 10:40  
CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

H00000045735

deed or other transfer. The Surviving Company, without the intervention of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, in the same manner and to the same extent as such rights, franchises and interest were held or enjoyed by INC and LLC, respectively, immediately prior to the Effective Time.

(b) At the Effective Time, the Surviving Company shall be liable for all debts, liabilities and obligations of INC and LLC. All debts, liabilities and obligations of INC and LLC shall be those of the Surviving Company as if the Surviving Company had itself incurred the debts, liabilities and obligations, and shall not be released or impaired by the Merger. All rights of creditors and other obligees and all liens on the property of either INC or LLC shall be preserved unimpaired by the Merger.

(c) No shareholders of INC or members of LLC will, as a result of the Merger, become personally liable for the liabilities or obligations of the Surviving Company or any other person or entity unless such member consents to becoming personally liable by action taken in connection with this Agreement.

Section 4. Disposition of Interests. At the Effective Time, the shares of INC shall be canceled without consideration and without further action on the part of the owners thereof or the Surviving Company. At the Effective Time, all interests of LLC issued and outstanding as of the Merger shall be deemed to represent all of the interests of the Surviving Company.

Section 5. Certificate of Formation, Limited Liability Operating Agreement, Managers and Officers of the Surviving Company.

(a) The Certificate of Formation of LLC as is in effect immediately prior to the Effective Time shall be the Certificate of Formation of Surviving Company after the

FILED  
AUG 31 AM 10:40  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

H00000045735

H00000045735

Effective Time.

(b) The Limited Liability Operating Agreement of LLC in effect as of the Effective Time shall be the Limited Liability Operating Agreement of the Surviving Company after the Effective Time.

(c) The manager of the LLC immediately prior to the Effective Time shall be the manager of the Surviving Company after the Effective Time.

(d) The officers of LLC as of the Effective Time shall be the officers of the Surviving Company after the Effective Time.

Section 6. Approval. The obligations of the Companies under this Agreement are subject to the approval and adoption of this Agreement and the Merger by the not less than the percentage of the shareholders of INC and the members of LLC as required by the laws of the state of formation of such Company and the articles of incorporation and bylaws, or certificate of formation and limited liability operating agreements, as the case may be, of such Company.

Section 7. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the 31st day of August, 2000.

IRVIN R. SCHINDLER, INC.

By: [Signature]  
Irvin R. Schindler, President

ROVIC, LLC

By: [Signature]  
Roger J. Schindler, Manager

FILED  
00 AUG 31 AM 10:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IRSchindlerMerger

H00000045735