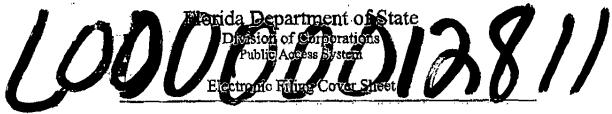
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Account Name : FORD, JETER & BOWLUS, P.A.

Account Number : 075350000442 Phone (904) 268-7227

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MERGER OR SHARE EXCHANGE

Rowe & Gainesville, L.L.C.

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FORD, BOWLUS, DUSS, MORGAN, KENNEY, SAFER & HAMPTON, P.A. ATTORNEYS AT LAW

MICHAEL BOWLUS ERIC M. BRADSTREET JOHN 5, DUSS, IV ROBERT A. FORD* WADE MCIC HAMPTON** STEPHANIE HARRIETT WILLIAM J. 1003 THERESA M. KENNEY . ROBERT M. MORGAN*** TARA E NEWBERRY BLIOT J. SAFER HIIME 'N NYHIANO!

August 2, 2007

MORGAN & DISAD/D, FA.++++ OF COUNSEL ATLANTA, CA PRACTICE LIMITED TO PEDERAL TAX MATTERS

EMAIL ADDRESS: EBRADSTREET @FLFIRM.COM

VIA FACSIMILE

RETIRED

**ALSO ADMITTED IN GA

***ALSO ADMITTED IN TN

PO NI CETTIMOA YANGER

Registration Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

> Merger of The 7660 Gainesville Avenue Trust, a general partnership (the RE: "partnership") into Rowe & Gainesville, L.L.C. (the "LLC")

Dear Sir or Madam:

Enclosed for filling, please find the following:

- Articles of Cross Entity Merger
- Plan and Agreement of Merger

merging the above-referenced general partnership into the LLC, with the LLC as the surviving entity.

Please note, since its formation in May 1997, all actions, operations and decision making of the partnership has been in conformity with the requirements of partnership law. All tax returns and other official fillings of the partnership have been made as a general partnership.

In the interim, please feel free to call with any questions you may have regarding this matter.

Sincerely,

(H07000196118 3)

Eric M. Bradstreet For the Firm

EMB.slf Enclosures

co: Samuel M. Easton, Jr.

GACHMACORRESPONDENCESDept State-Oxfortyble Avegas-litz.wpd Revised August 2, 2007 (2:16pm)

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FORD BOWLUS

No. 57851070 496118 3)

ARTICLES OF CROSS ENTITY MERGER OF

THE 7660 GAINESVILLE AVENUE TRUST, A GENERAL PARTNERSHIP

INTO

ROWE & GAINESVILLE, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Revised Uniform Partnership Act and the Florida Limited Liability Company Act, the undersigned domestic general partnership and domestic limited liability company adopt the following Articles of Merger for the purpose of merging them into a single limited liability company:

<u>First:</u> The names of the undersigned business entities, type of entity and the States under the laws of which they are respectively organized are:

Name of Corporation	State	Entity Type
THE 7660 GAINESVILLE AVENUE TRUST	FLORIDA	GENERAL PARTNERSHIP
ROWE & GAINESVILLE, L.L.C.	FLORIDA	LIMITED LIABILITY COMPANY
Document Number: L00000012811		

Second: The laws of the state of Florida permit such a merger.

Third: The name of the surviving business entity is ROWE & GAINESVILLE, L.L.C., a Florida limited liability company and it is to be governed by the laws of the State of Florida. Its exact name, street address of its principal office, jurisdiction and entity type are as follows:

Name: ROWE & GAINESVILLE, L.L.C.

Street Address: 300 East State Street, Suits G, Jacksonville, Florida 32202

Jurisdiction: Florida

Entity Type: Florida limited liability company Florida Document Number: L00000012811

<u>Fourth:</u> The following Flan of Merger was approved by all of the partners of the undersigned domestic general partnership and all of the members of the surviving limited liability company in the manner prescribed by the Revised Uniform Partnership Act and the Florida Liability Company Act, respectively, and complies with the requirements of Florida Statutes Sections, 608.438 and 620.8916 (2006).

See Attachment I

GAGIERE & TONA 7660 GREEN WILLIAM STREET OF 7660 and Rowe & Chinesyllaket Margar word Revised July 26, 2007 (2:16pm)

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SECRETARY OF STATE
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<u>Fifth:</u> As to the undersigned partnership, The 7860 Gainesville Avenue Trust, the percentage of partnership interests, and the ownership thereof are as set forth below:

Partner:	<u>Interest:</u>
Easton Sanderson and Company, a Florida corporation	25%
1 & 5 Weiss Family Investments, LLC, a Florida limited liability company	25%
William M. Easton	25%
Wayne Schuchts	25%

As to the surviving limited liability company, Rowe & Gainesville, LLC, the percentage of membership interests, and the ownership thereof are as set forth below:

Partner:	interest:
Easton Sanderson and Company, a Florida corporation	25%
I & S Weiss Family Investments, LLC, a Florida limited liability company	25%
William M. Easton	25%
Wayne Schuchts	25%

<u>Sixth:</u> The merger and the plan of merger were unanimously approved by all partners of the general partnership and all of the members of the limited liability company in accordance with their respective governing documents and the laws of the State of Florida. There are no dissenting partners or members, as the case may be.

Seventh: The surviving limited liability company is to be governed by the laws of the State of Florida. In any proceeding for the enforcement of the rights of a dissenting partner or member of such domestic general partnership against the limited liability company, both the general partnership and the limited liability company irrevocably appoint Theresa M. Kenney, Esq., 10110 San Jose Boulevard, Jacksonville, Florida 32257 as its agent to accept service of process in any such proceeding.

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SECRETARY OF STATE
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The merger shall be effective as of the date of filing of these Articles of Merger with the Florida Secretary of State, Division of Corporations.

Dated: July 31 , 2007.

Signed, sealed and delivered

in the presence of:

THE 7660 GAINESVILLE AVENUE TRUST, a

general partnership

Serpuel M. Easton, Jr., Trustee/Genéral Pattner

ROWE & GAINESVILLE, L.L.C., a Florida

limited liability company

Samuel M. Easton, Manager

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PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), dated July 31, 2007, between THE 7660 GAINESVILLE AVENUE TRUST, a general partnership ("Gainesville Avenue"), ROWE & GAINESVILLE, L.L.C., a Florida limited liability company ("Rowe"), EASTON SANDERSON & COMPANY, a Florida Corporation ("ESC"), 1 & S Weiss Family Investments, LLC, a Florida limited liability company ("Weiss"), William M. Easton ("Easton") and Wayne Schuchts ("Schuchts"), (ESC, Weiss, Easton and Schuchts collectively and individually referred to herein as "Member(s)"). This Plan and Agreement of Merger is intended to merge Gainesville Avenue into Rowe on the date and at the time specified in Section 2.2 of this Agreement. Capitalized terms used herein shall have the meanings set forth herein.

WITNESSETH

Whereas, ESC, Weiss, Easton and Schuchts are the sole partners of Galnesville Avenue, which entity has historically acted and filed tax returns as a general partnership; and

Whereas, ESC, Weiss, Easton and Schuchts desire to merge Rowe and Gainesville Avenue, with Rowe becoming the surviving entity (a limited liability company);

Whereas, as the ownership of the membership interests in Rowe by the members thereof are identical to the ownership of Gainesville Avenue by the partners (both in percentage ownership and identity of the owners); and

Whereas, Due to the parallel stock ownership in ESC and Holding, this Agreement provides for the surrender and cancellation of shares in Holding upon the merger becoming effective.

NOW, THEREFORE, for and in consideration of the payment of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1: RECITALS-CAPITALIZED TERMS

Section 1.1. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2. Capitalized terms used herein shall have the meanings set forth herein.

Article 2: MERGER OF GAINESVILLE AVENUE INTO Rowe

Section 2.1. The merging party is:

Name: THE 7660 GAINESVILLE AVENUE TRUST

Street Address: 300 East State Street, Jacksonville, Florida 32202

Jurisdiction: Florida

Entity Type: general partnership

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TALLAHASSEE, FLORIDA

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Section 2.2. The target date for completion of the transaction contemplated by this Agreement 2007. Articles of Merger reflecting this agreement in the form required under the Revised Uniform Partnership Act and the Florida Limited Liability Company Act shall be delivered to the Florida Secretary of State and a Cartificate of Merger reflecting this Agreement shall be delivered to the Florida Department of State. The delivery of the Articles of Merger to the Florida Secretary of State and of the Certificate of Merger to the Florida Department of State may be made anytime following execution of this Plan of Merger and the Articles of Merger prepared in contemplation herewith. Rowe and Galnesville Avenue shall use their best efforts to the end that the entry by the Florida Secretary of State of an order issuing a Certificate of Merger and the filling by the Florida Department of State of a Certificate of Merger shall take place on the same date. If such entry and filing take place on the same date, the merger of Gainesville Avenue into Rowe shall become effective on such date; if such entry and filling take place on different dates, the merger shall become effective on the latter of said dates.

Section 2.3. Subject to the other material terms of this Agreement, the date set forth in Section 2.2 or at such other time as Rowe and Gainesville Avenue shall designate. Rowe and Gainesville Avenue shall execute and Rowe shall promptly file with the Secretary of State of the State of Florida a plan of merger of which this Agreement shall be a part.

Section 2.4.

- 2.4.1 The Articles of Organization and Certificate of Formation of Rowe shall be the Articles of Organization and Certificate of Formation of the Surviving Limited Liability Company following the date set forth in Section 2.2, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this agreement with the same force and effect as though herein sat forth in full.
- 2.4.2 The Operating Agreement of Rowe as in effect on the date set forth in <u>Section 2.2.</u> shall be the Operating Agreement of the Surviving Limited Liability Company until attered, amended or repealed, as provided therein.
- 2.4.3 The Manager of Rowe as in effect on the date set forth in Section 2.2, to wit, Samuel M. Easton, Jr., whose address is 300 East State Street, Suite G, Jacksonville, Florida 32202 shall be the Manager of the Surviving Limited Liability Company until terminated, replaced or supplemented pursuant to the terms of the Operating Agreement of Rowe.
- Section 2.5. On the date set forth in Section 2.2, Gainesville Avenue shall cancel all its shares then issued and outstanding.
- Section 2.6. The name of the surviving business entity is Rowe & Gainesville, L.L.C., a Florida, limited liability company and it is to be governed by the laws of the State of Florida. Its exact name, ∞ street address of its principal office, jurisdiction and entity type are as follows: F_S3

Name: Rowe & Gainesville, L.L.C.

Street Address: 300 East State Street, Suite G. Jacksonville, Florida 32202

Jurisdiction: Florida

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No. 5785H07P. _ 9196118 3)

Entity Type: Florida Ilmited liability company Florida Document Number: L00000012811

- Section 2.7. The transaction contemplated by this Agreement was approved by the unanimous written consent of the partners of Gainesville Avenue and all of the members of Rowe in the manner prescribed by the laws of the state of Florida.
- Section 2.8. There are no dissenting partners or members of either entity.
- Section 2.9. Rowe as the surviving entity hereby:
- 2,9.1 agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Gainesville Avenue; and
- 2.9.2 In any proceeding for the enforcement of the rights of a dissenting partner or member of Gainesville Avenue or Rowe, as the case may be, against the limited liability company, both Gainesville Avenue and Rowe irrevocably appoint John S. Duss, IV, Esq., 10110 Saa, Jose Boulevard, Jacksonville, Florida 32257 as their respective agent to accept service of processing such proceeding.

Article 3: STATUS AND CONVERSION OF SHARES

- Section 3.1. As of the date set forth in <u>Section 2.2</u>, all issued and outstanding membership interest in and to Rowe shall be and continues to be issued and outstanding membership interest in and to Rowe.
- Section 3.2. As of the date set forth in <u>Section 2.2</u>, each issued and outstanding share of the Gainesville Avenue common stock, no par value, shall be forthwith surrendered and of no farther force or effect.

Article 4: GAINESVILLE AVENUE'S WARRANTIES

- Section 4.1. Warranties of Galnesville Avenue and Gainesville Avenue's partners. Galnesville Avenue and Gainesville Avenue's partners, jointly and severally, warrant to Rowe that, as of the date of this Agreement and on the date specified in Section 2.2:
- 4.1.1 Good Standing. Gainesville Avenue is duly organized and validly existing in good standing under the laws of the state of Florida, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the ptaces and in the manner now conducted. The character and location of the assets now owned or leased by Gainesville Avenue in the conduct of its business do not require Gainesville Avenue's quelification as a foreign entity in any jurisdiction.
- 4.1.2 Partners and Interests. The following is a complete and accurate list of all the partners in Gainesville Avenue and the interests held by each are free and clear of all liens, encumbrances, and claims of every kind.

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- (a) Easton Sanderson & Company, a Florida corporation (25%)
- (b) 1 & S Weiss Family Investments, LLC, a Floirda limited liability company (25%)
- (c) William M. Easton (25%)
- (d) Wayne Schuchts (25%)
- 4.1.3 Financial Statements. Holding's Shareholders have delivered to ESC copies of all of the financial records of the Holding, the receipt and sufficiency of which ESC hereby acknowledges.

Article 5: GENERAL

- Section 5.1. Additional Documents. The parties to this Agreement shall cause to be delivered on the effective date, or at such other times and places as shall be agreed upon, such additional documents as a party may reasonably require for the purpose of carrying out this Agreement. Rowe and Gainesville Avenue shall exert best efforts in cooperating with such requests, and shall direct officers, directors, agents, and employees to furnish information, evidence, testimony, and other assistance in connection with resolution of any disputes arising from this Agreement.
- Section 5.2. Assignment. This Agreement and the rights accorded the partners pursuant to it may not be assigned, except by operation of law. Rowe shall have the right, on the effective date or subsequently thereto, to transfer ownership of Galnesville Avenue to a Wholly-owned subsidiary of Rowe.
- Section 5.3. Entire Agreement. This Agreement, including its schedules and annexed of the entire agreement of the parties. All prior agreements and understandings are superseded by it and are not to be considered in interpreting it. Ambiguity in the terms of this Agreement is to be resolved exclusively with reference to the circumstances surrounding its formation, and meaning determined in accordance with the reasonably identifiable expectations of the parties at the time the agreement was entered into. This Agreement may be amended only by a writing executed by all parties. Oral modification is expressly disallowed. Course of performance and trade usages shall [not] be considered in resolving ambiguity of terms.
- Section 5.4. Further Assurance. Before the date set forth in <u>Section 2.2</u>, Rowe, Galnesville Avenue, ESC, Weiss, Easton and Schuchts, subject to the terms and conditions of this Agreement, shall take all such action as may be necessary or appropriate in order to effectuate the merger contemplated by this Agreement. In case, at any time after the effective date, Rowe shall determine that any further action or instruments of conveyance are necessary or desirable in order to vast in and confirm to Rowe full title to and possession of all the properties, assets, rights, privileges and franchises of Gainesville Avenue, then the persons who were officers and directors of Gainesville Avenue as of the date set torth in <u>Section 2.2</u> shall, as such officers and directors, take all such action and execute and deliver all such instruments as Rowe may so determine to be necessary or desirable.

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Section 5.5. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, and each constituting part of the same agreement. It shall not be necessary for each counterpart to be executed separately by all parties, so long as at least one counterpart is executed by each party.

Section 5.6. Durability of Warranties. All warranties in this Agreement shall survive the closing and execution of documents contemplated by this Agreement. The parties executing and carrying out the terms of this Agreement are relying solely on the warranties contained in this Agreement, or in any writing delivered pursuant to the provisions of this Agreement.

Section 5.7. There are no intended third party beneficiaries of this Plan of Merger or the transactions contemplated hereby.

Section 5.8. Law. This Agreement shall be subject to the law of the State of Florida without regard to concepts of choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year specified in Section 2.2 above.

specified in <u>Section 2.2</u> above.	• • • •
Januariare J	THE 7860 GAINESVILLE AVENUE TRUST, a general partnership By: / ca
Print Name	Rowe & Gainesville, L.L.C., a Florida limited liability company By: 12011 Al Samuel M. Easton, Jr., its Manager
Manue Care	Easton Sanderson & Company, a Florida corporation By: Samuel M. Faston, in President
Print Name Print Name	I & S Weiss Family Investments, LLC, a Florida IIII AHASSEL AND
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year specified in Section 2.2 above.

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Dogie Clark	Rowe & Company Rowe & Company
Darrie Clare	Easten Sanderson & Company, a Floride porporation By: Samuel M. Easton, Jr., President
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William M. Easton

Wayne Schuchts

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SECRETARY OF STATE

850-245-6897

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William M. Easton

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