

Aug. 8. 2007 10:42AMns FORD BOWLUS

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Florida Department of State
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From:
Account Name : FORD, JETER & BOWLUS, P.A.
Account Number : 075350000442
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MERGER OR SHARE EXCHANGE

Rowe & Gainesville, L.L.C.

Certificate of Status	1
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55.00

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No. 57851001P. 318 3)

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ATTORNEYS AT LAW

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JOHN S. DUSS, IV
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WADE MAX HAMPTON**
STEPHANIE HARRIETT
WILLIAM J. JOOS
THERESA M. KENNEY
ROBERT M. MORGAN***
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August 2, 2007

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MORGAN & DISALVO, P.A.***
OF COUNSEL, ATLANTA, GA
PRACTICE LIMITED TO
FEDERAL TAX MATTERS

EMAIL ADDRESS: EBRADSTREET@FLFIRM.COM**VIA FACSIMILE**

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

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

Dear Sir or Madam:

Enclosed for filing, 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 filings 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:sif
Enclosures

cc: Samuel M. Easton, Jr.

C:\CHEN\IN\CORRESPONDENCE\Dept State- Gainesville Avenue-1122.wpd
Revised August 2, 2007 (2:16pm)

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Fifth: As to the undersigned partnership, The 7660 Gainesville Avenue Trust, the percentage of partnership interests, and the ownership thereof are as set forth below:

<u>Partner:</u>	<u>Interest:</u>
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%

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

<u>Partner:</u>	<u>Interest:</u>
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%

Sixth: 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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ONCLIN: EASTON7660GainesvilleOrder of 7660 and Rowe & GainesvilleLLC Merger.wpd
 Revised July 26, 2007 (2:16pm)

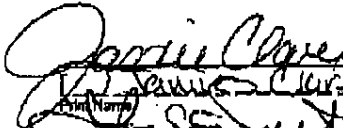
Aug. 8. 2007 10:43AM FORD BOWLUS

No. 5785107(P. 696118 3)


Eighth: 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.

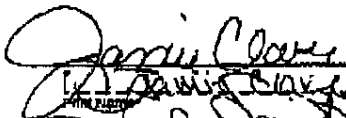
Dated: July 31, 2007.

Signed, sealed and delivered
in the presence of:


[Signature] _____
[Signature] _____
[Signature] _____
Print Name

THE 7660 GAINESVILLE AVENUE TRUST, a
general partnership

By: 
Samuel M. Easton, Jr., Trustee/General
Partner


[Signature] _____
[Signature] _____
[Signature] _____
Print Name

ROWE & GAINESVILLE, L.L.C., a Florida
limited liability company

By: 
Samuel M. Easton, Manager

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TALLAHASSEE, FLORIDA

Aug. 8. 2007 10:43AM FORD BOWLUS

No. 5785000P. 71183)

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"), I & 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 Gainesville 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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Revised July 26, 2007 (2:26pm)

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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 is July _____, 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 Certificate 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 Gainesville 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 filing 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 filing 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 set forth in full.

2.4.2 The Operating Agreement of Rowe as in effect on the date set forth in Section 2.2 shall be the Operating Agreement of the Surviving Limited Liability Company until altered, 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:

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

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

Jurisdiction: Florida

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TALLAHASSEE, FLORIDA

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No. 5785 (H07P...9196118 3)

Entity Type: Florida limited 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 San Jose Boulevard, Jacksonville, Florida 32257 as their respective agent to accept service of process in any such proceeding.

Article 3: STATUS AND CONVERSION OF SHARES

Section 3.1. As of the date set forth in Section 2.2, 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 Section 2.2, each issued and outstanding share of Gainesville Avenue common stock, no par value, shall be forthwith surrendered and of no further force or effect.

Article 4: GAINESVILLE AVENUE'S WARRANTIES

Section 4.1. Warranties of Gainesville Avenue and Gainesville Avenue's partners. Gainesville 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 places 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 qualification 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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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.

Samuel M. Easton, Jr.
 [Signature]
 Print Name

THE 7660 GAINESVILLE AVENUE TRUST, a
 general partnership

By: *Samuel M. Easton, Jr.*
 Samuel M. Easton, Jr., Trustee/General
 Partner

Samuel M. Easton, Jr.
 [Signature]
 Print Name

Rowe & Gainesville, L.L.C., a Florida limited
 liability company

By: *Samuel M. Easton, Jr.*
 Samuel M. Easton, Jr., its Manager

Samuel M. Easton, Jr.
 [Signature]
 Print Name

Easton Sanderson & Company, a Florida
 corporation

By: *Samuel M. Easton, Jr.*
 Samuel M. Easton, Jr., President

[Signature]
 Print Name

I & S Weiss Family Investments, LLC, a Florida
 limited liability company

By: _____
 Name:
 Title:

[Signature]
 Print Name

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Aug. 8. 2007 10:45AM FORD BOWLUS

No. 5785107(P. 136118 3)

Steve L. Bascos
[Signature]
Print Name
Stanton Hudmon
[Signature]
Print Name
[Signature]
Print Name
[Signature]
Print Name

William M. Easton
[Signature]
William M. Easton

Wayne Schuchts

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