

601000004252

HJH

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

4/30

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.

((H02000121483 0)))

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

502A00020011

RECEIVED

02 APR 30 PM 1:04

DIVISION OF CORPORATIONS

Division of Corporations
Fax Number : (850)205-0380

Account Name : EDWARDS & ANGELL
Account Number : 075410001517
Phone : (561)833-7700
Fax Number : (561)655-8719

02 APR 30 AM 10:33
FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA

00500-02710-00671

MERGER OR SHARE EXCHANGE
VILLAGE OF LAKESIDE REALTY, LLC

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$96.25

\$90.00

ARTICLES OF MERGER
Merger Sheet

MERGING:

VILLAGE OF LAKESIDE REALTY, INC., P98000085270, A Florida Corporation

INTO

VILLAGE OF LAKESIDE REALTY, LLC, a Florida entity, L01000004252

File date: April 30, 2002

Corporate Specialist: Michelle Hodges

((H02000121483 0)))

PPJ161281

ARTICLES OF MERGER

Between

VILLAGE OF LAKESIDE REALTY, INC.
(a Florida corporation)

And

VILLAGE OF LAKESIDE REALTY, LLC
(a Florida limited liability company)

998-85270

001-4252

THESE ARTICLES OF MERGER (these "Articles") are made and entered into on this 25th day of April, 2002, by and between Village of Lakeside Realty, Inc., a Florida corporation ("Corporation"), and Village of Lakeside Realty, LLC, a Florida limited liability company (the "LLC"). The following Articles are being submitted in accordance with Sections 607 and 608 of the Florida Statutes.

WITNESSETH:

WHEREAS, Corporation is a corporation duly organized and existing under the laws of the State of Florida. The address of the Corporation is 100 Second Avenue South, Suite 600, St. Petersburg, Florida 33701;

WHEREAS, the LLC is a limited liability company duly organized and existing under the laws of the State of Florida. The address of the LLC is 100 Second Avenue South, Suite 600, St. Petersburg, Florida 33701; and

WHEREAS, the Board of Directors of the Corporation and the Board of Members of the LLC deem it advisable that Corporation be merged with and into the LLC on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Florida, which permits such merger.

NOW, THEREFORE, the Corporation and the LLC hereby state as follows:

ARTICLE I

Corporation and the LLC have been and shall be merged into one another in accordance with applicable provisions of the laws of the State of Florida and pursuant to the Plan and Agreement of Merger attached hereto (without schedules and exhibits) as Exhibit A (the "Agreement"), with the LLC being the surviving limited liability company.

((H02000121483 0)))

02 APR 30 AM 10:33
STATE OF FLORIDA
TALLAHASSEE

FILED

(((H02000121483 0)))

ARTICLE II

The Plan Of Merger set forth in the Agreement was approved and adopted by the Board of Members of the LLC as of April 25, 2002, in the manner prescribed by the Florida Limited Liability Company Act. The Plan Of Merger set forth in the Agreement was approved by the majority of the membership interest of the LLC as of April 25, 2002, as prescribed by Section 608 of Florida Limited Liability Company Act and the number of votes cast in favor of such approval was sufficient for approval.

ARTICLE III

The Plan Of Merger set forth in the Agreement was adopted and approved by the Board of Directors and the shareholders of Corporation as of April 25, 2002, in the manner prescribed by the Florida Business Corporation Act. The Plan Of Merger set forth in the Agreement was approved by the shareholders of Corporation as of April 25, 2002, by unanimous written consent in the manner prescribed by Section 607 of the Florida Business Corporation Act and the number of votes cast in favor of such approval was sufficient for approval.

ARTICLE IV

The effective date of the Merger shall be the date of the proper filing of these Articles in accordance with the Florida Business Corporation Act.

ARTICLE V

The surviving entity shall be the LLC (the "Surviving Entity"). The address of the LLC within the State of Florida is 100 Second Avenue South, Suite 600, St. Petersburg, Florida 33701.

The Surviving Entity is deemed to have appointed the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or rights of dissenting shareholders of the Corporation.

The Surviving Entity agrees to promptly pay to any dissenting shareholders of the Corporation the amount, if any, to which he or she may be entitled under Section 607 of the Florida Business Corporation Act.

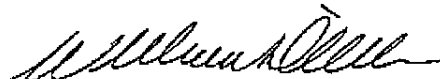
[Signatures begin on the following page.]

((H020000121483 0)))

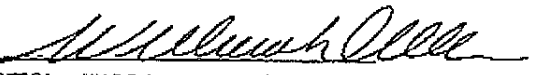
IN WITNESS WHEREOF, Corporation and the LLC, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders and the Board of Members, have caused these Articles of Merger to be executed by each party hereto, as of the date first set forth above.

VILLAGE OF LAKESIDE REALTY, LLC

Grant Allan Enterprises, Inc., Member

By: 
Name: William D. Allen,
Title: President

VILLAGE OF LAKESIDE REALTY, INC.

By: 
Name: William D. Allen
Title: President

((H020000121483 0)))

((H02000121483 0)))

**AGREEMENT
AND
PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER (the "Plan") is made and entered into as of the 25th day of April, 2002 by and between

Village of Lakeside Realty, LLC, a limited liability company organized under the laws of the State of Florida; and

Village of Lakeside Realty, Inc., a corporation organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Village of Lakeside Realty, Inc. (the "Corporation") and Village of Lakeside Realty, LLC (the "LLC") plan to merge and the name of the surviving corporation is the LLC.

WHEREAS, the respective Boards of Directors and shareholders of the Corporation have approved and adopted this Plan;

WHEREAS, the respective Board of Members of the LLC have approved this Plan;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, the manner and basis of converting the shares of common stock of the Corporation and the membership interests of LLC as hereinafter provided, and such other provisions relating to the merger as the parties deem necessary or desirable, the parties hereto agree as follows:

1. **Merger.** The Corporation shall be merged with and into the LLC. The LLC shall be the survivor of the merger (the "Surviving Company") with the name **Village of Lakeside Realty, LLC**. Except as herein specifically set forth, the Articles of Organization and the Operating Agreement, identity, existence, certificate of authority, purposes, powers, objects, franchises, privileges, rights and immunities of the LLC shall continue unaffected and unimpaired by the merger, and the franchises, existence and rights of the Corporation shall be merged into the LLC and the LLC as the Surviving Company shall be fully vested therewith. The separate and individual existence of the Corporation shall cease and terminate as of the Effective Time of the Merger (as hereinafter defined).

((H02000121483 0)))

((H02000121483 0)))

2. Members, Operating Agreement and Articles of Organization of the Surviving Company. As of the Effective Time of the Merger:

a. The members and addresses of the members of the Surviving Company shall be as follows:

Grant Allan Enterprises, Inc., 44 Victoria Street, The Victoria Tower 1614, Toronto Ontario Canada M5C1Y-20C.

RA. Investment Holdings, Inc., 100 Second Avenue South, Suite 600, St. Petersburg, Florida 33701

All such members of the Surviving Company shall serve until their respective successors are admitted or appointed pursuant to the Operating Agreement of the Surviving Company.

b. The Articles of Organization and the Operating Agreement of the LLC as in effect prior to the Effective Time of the Merger shall be the Articles of Organization and the Operating Agreement of the Surviving Company.

3. Rights, Privileges, Immunities, Powers, Franchises, Duties, Assets and Liabilities of the Surviving Company.

a. As of the Effective Time of the Merger, each and all of the rights, privileges, immunities, powers, franchises and interests of the Corporation and the LLC, respectively, in and to every type of property (real, personal and mixed) and choses in action shall be deemed to be transferred to and vested in the Surviving Company, without any further action, deed, transfer or assignment; and title to any real estate or any interest therein, vested in either the Corporation or the LLC shall not revert or be in any way impaired by reason of the merger.

b. The rights of creditors of the Corporation and the LLC shall not be impaired in any manner by the merger; nor shall any liability or obligation for the payment of any money due or to become due, or any claim or demand or any cause existing against the Corporation and the LLC be in any manner released or impaired; and all of the rights, obligations and relations of all parties, creditors, depositors and others shall remain unimpaired by the merger. The Surviving Company shall succeed to the obligations, liabilities and trusts of the Corporation and the LLC, and shall be held liable to pay and discharge all such obligations and liabilities and shall perform all such trusts in the same manner as though the Surviving Company had itself incurred the obligation, liability or trust. No suit, action or other proceeding pending at the Effective Time of the Merger before any court or tribunal in which either the Corporation or the LLC is a party shall be deemed to have abated or to have been discontinued by reason of the merger, and the same may be prosecuted to final judgment in the same manner as if they had not entered into this Plan, or the Surviving Company may be substituted in the place of either the Corporation or the LLC by order of the court or tribunal in which such suit, action or proceeding may be pending.

(((H02000121483 0)))

c. The Surviving Company, as the surviving entity of the merger, shall have all of the rights, privileges, immunities and powers, and shall be subject to all of the duties and liabilities of a corporation organized under the laws of the State of Florida.

4. **Manner of Converting Shares of Common Stock.** Upon the Effective Time of Merger, by virtue of the merger and without any action on the part of any record holder thereof:

The outstanding common stock of the Corporation, consisting of 100 shares of the Corporation's common stock shall be converted into the membership interests of the LLC as follows:

	Common Stock	Membership Interest
1. Grant Allan Enterprises, Inc.	50 shares	50%
2. RA. Investment Holdings, Inc.	50 shares	50%

5. **Further Actions.** From time to time, as and when requested by the Surviving Company or by its successors and assigns, the Corporation shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such other actions as the Surviving Company or its successors or assigns may deem necessary or desirable in order to carry out the intents and purposes of this Plan.

6. **Governing Law.** This Plan shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

(((H02000121483 0)))

((H020000121483 0)))

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be executed by their duly authorized officers as of the day and year first above written.

VILLAGE OF LAKESIDE REALTY, INC.,

By: William D. Allen
Name: William D. Allen
Title: President

VILLAGE OF LAKESIDE REALTY, LLC

By: Grant Allan Enterprises, Inc., Member

By: William D. Allen
Name: William D. Allen
Title: President

By: RA. Investment Holdings, Inc., Member

By: Russell Allen
Name: Russell Allen
Title: Russell Allen, President