

Law Offices



LINSKY & REIBER

August 6, 2001

L01000006761

Florida Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Rosbon, L.L.C. Merger With Rosbon, Inc.
Our File No. 01-707

Dear Sir or Madam:

Enclosed with this letter are the following documents to be filed with the Department of State:

1. Articles of Merger of Robson, Inc. into Robson, L.L.C.
2. Agreement and Plan of Merger between Rosbon, L.L.C and Robson, Inc.
3. Check in the amount of \$78.75 for filing.

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Thank you.

Sincerely,

Saml. Reiber

SIR/cl

enclosures

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TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
Merger Sheet

MERGING:

ROSBON, INC., a Florida entity, H29984

INTO

ROSBON, LLC, a Florida entity, L01000006761

File date: August 8, 2001

Corporate Specialist: Shawn Logan

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**ARTICLES OF MERGER OF
ROSBON, INC.
(a Florida corporation)
: INTO ROSBON, LLC
(a Florida limited liability company)**

Pursuant to Chapter 607 and 608 of the Florida Statutes ("Florida Act"), Rosbon, *Lo1-6761* LLC, a Florida limited liability company (the "Surviving Entity") and Rosbon, Inc., a Florida *H29984* corporation ("Merged Entity") submit the following Articles of Merger:

**ARTICLE I
SURVIVING ENTITY**

On the Effective Date (as defined in Article IV below), the Merged Entity shall merge with and into the Surviving Entity in accordance with the provisions of the Florida Act and the terms and conditions of the Plan of Merger. As a result of the merger, the corporate existence of the Merged Entity shall cease and the existence of the Surviving Entity shall continue under the name "Rosbon,LLC".

**ARTICLE II
PLAN OF MERGER; ADOPTION BY SHAREHOLDERS**

A written agreement and plan of reorganization (the "Plan of Merger") was approved and adopted by the members of the Surviving Entity on May 11, 2001 and by the shareholders of the Merged Entity on May 11, 2001. The Plan of Merger was certified, executed and acknowledged by the Surviving Entity and the Merged Entity in the manner prescribed by the Florida Act.

**ARTICLE III
EFFECT OF MERGER ON SHARES OF MERGED CORPORATION**

As a result of the merger, all issued and outstanding shares of common stock of the Merged Entity ("Merged Stock") existing immediately prior to the Effective Date (as defined

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in Article IV, below) shall be converted into the right to receive and exchangeable for 1000 membership units of Rosbon, LLC. Subsequent to the merger, all of the Merged Stock shall automatically be canceled and shall cease to exist.

ARTICLE IV
EFFECTIVE DATE

The merger shall be effective upon the filing in the office of the Secretary of State of the State of Florida these Articles of Merger ("Effective Date").

ROSBON, LLC

By: Ronald Fingerhut
Name: Ronald Fingerhut
Title: Managing Member

ATTEST:

Sherril L. Lemanzzyk
Name: Sherril L. Lemanzzyk
Title:

ROSBON, INC.

By: Ronald Fingerhut
Name: Ronald Fingerhut
Title: President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of May 11, 2001, is entered into by and between Rosbon, LLC, a Florida limited liability company ("LLC"), and Rosbon, Inc, a Florida corporation ("INC"), such entites being hereinafter collectively referred to as the "Constituent Corporations."

RECITALS

WHEREAS, INC is a corporation duly organized and existing under the laws of the State of Florida, having authorized capital of 4,000 shares of common stock, par value \$.01 per share (the "Common Stock of INC"), of which 4,000 shares are issued or outstanding as of the date hereof, and

WHEREAS, LLC is a limited liability company duly organized and existing under the laws of the State of Florida, which membership units (the "Units") have not been issued as of the date hereof; and

WHEREAS, the members of LLC and the board of directors of INC have each duly approved this Agreement and Plan of Merger (the "Plan") providing for the merger of INC with and into LLC, with LLC as the surviving entity.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger and the manner and basis of causing the shares of INC to be converted into Units of LLC and such other provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval and adoption of this Plan by the requisite vote of the shareholders of INC and subject to the conditions hereinafter set forth, as follows;

ARTICLE I

MERGER AND NAME OF SURVIVING ENTITY

On the effective date of the merger, INC and LLC (which are collectively referred to herein as the "Constituent Corporations") shall cease to exist separately and INC shall be merged with and into LLC, which is hereby designated as the "Surviving Entity", the name of which on and after the Effective Date of the merger shall be Rosbon LLC, or such other name as may be available and to which the parties may agree.

ARTICLE II

TERMS AND CONDITIONS OF MERGER

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as Follows:

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(a) on the Effective Date of the merger:

(1) INC shall be merged into LLC to form a single limited liability company , and LLC shall be designated herein as the Surviving Entity (Entity).

(2) The separate existence of INC shall cease.

(3) The Surviving Entity shall have all the rights, privileges, immunities, and powers and shall be subject to all duties and liabilities of a limited liability company organized under the laws of the State of Florida.

(4) The Surviving Entity shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due of whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, or of belong to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; the title to any real estate, or any interest therein, vested in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; the Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; any claim existing or action or proceeding pending by or against either of such Constituent Corporations may be prosecuted as if the merger had not taken place, or the Surviving Entity may be substituted in place of the Constituent Corporation; and neither the rights of creditors nor any liens on the property of either of the Constituent Corporations shall be impaired by the merger.

ARTICLE III

MANNER AND BASIS OF CONVERTING EQUITY INTERESTS

The manner and basis of converting the equity interests of the Constituent Corporation and the mode of carrying the merger into effect are as follows:

(a) Each share of INC outstanding in the Effective Date of the merger shall, without any action on the part of the holder thereof, be converted into one unit of LLC which, upon such conversion, shall not be validly liable to any further payments with respect thereto. After the Effective Date of the merger, each holder of an outstanding units which prior thereto represented shares of INC shall be entitled, on surrender thereof, to receive in exchange therefore a Membership Unit or Units of LLC. Until so surrendered, each such outstanding shares (which prior to the Effective Date of the merger represented shares of INC shall for all purposes evidence the ownership of the Units of LLC into which such units shall have been converted.

(b) All units of LLC into which shares of INC shall have been converted, pursuant to this Article III, shall be issued in full satisfaction of all rights pertaining to the shares of INC.

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ARTICLE IV

SHAREHOLDER APPROVAL

This Plan shall be submitted for approval by the shareholders of INC as provided by the laws of the State of Florida. After the approval or adoption thereof by the shareholders of INC, in accordance with the requirements of the applicable laws, all required documents shall be executed, filed, and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the laws of the States of Florida

ARTICLE V

**APPROVAL AND EFFECTIVE DATE OF THE MERGER,
MISCELLANEOUS MATTERS**

1. The merger shall become effective when all the following actions shall have been taken:

(a) This Plan shall be authorized, adopted, and approved on behalf of each Constituent Corporation in accordance with the laws of the States of Florida ; and

(b) This Plan, or a certificate of merger in the form required, executed and verified in accordance with the laws of the State of Florida, shall be filed in the Office of the Secretary of the State of Florida.

The date on which such actions are completed and such merger is effected is herein referred to as the "Effective Date".

2. If at any time the Surviving Entity shall deem or be advised that any further grants, assignments, confirmations, or assurances are necessary or desirable to vest, perfect, or confirm title in the Surviving Entity, of record or otherwise, to any property of INC acquired or to be acquired by, or as a result of, the merger, the officers and directors of INC or any of them shall be severally and fully authorized to execute and deliver any and all such deeds, assignments, confirmations, and assurances and to do all things necessary or proper so as to best prove, confirm, and ratify title to such property in the Surviving Entity and otherwise carry out the purposes of the merger and the terms of this Plan.
3. For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall be considered one instrument.


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4. This Plan shall be governed by and construed in accordance with the laws of the State of Florida.
5. This Plan cannot be altered or amended, except pursuant to an instrument in writing signed on behalf of the parties hereof.

The foregoing Agreement and Plan of Merger, having been approved by the members of LLC and the Board of Directors of INC and having been adopted by the stockholders of INC in accordance with the laws of the States of Florida, the Managing Member and Secretary of LLC, and the President and Secretary of INC, do hereby execute this Agreement and Plan of Merger as of this ___ day of May, 2001.

Rosbon, a Florida LLC

By: 
Ronald Fingerhut, Managing Member

By: 
Sam Reiber, Secretary

Rosbon, Inc., a Florida corporation

By: 
Ronald Fingerhut, President

By: 
Sam I. Reiber, Secretary

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