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Division of Corporations

Page 1 of 1

L01000009477

Florida Department of State
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MERGER OR SHARE EXCHANGE

ROOD INVESTMENT HOLDINGS, LLC

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TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
Merger Sheet

MERGING:

ROOD INVESTMENTS, INC., a Florida entity, 216296

INTO

ROOD INVESTMENT HOLDINGS, LLC, a Florida entity, L01000009477

File date: June 29, 2001

Corporate Specialist: Shawn Logan

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ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Sections 607.1109 and 608.4382, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Rood Investments, Inc. 503 W. Central Blvd. Orlando, FL 32801	Florida	For Profit Corporation

Florida Document Registration Number: 216296

FEI Number: 59-0904812

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Rood Investment Holdings, LLC Tower Place, Suite 2200 3340 Peachtree Road, NE Atlanta, Georgia 30326	Florida	Limited Liability Company

Florida Document Registration Number: L01000009477

FEI Number: 58-2629842

THIRD: The attached Plan of Merger meets the requirements of Sections 607.1108 and 608.438, 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, Florida Statutes.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the bylaws or articles of incorporation of any corporation, or the regulations or articles of organization of any limited liability company that is a party to the merger.

FIFTH: The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

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

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06/29/2001 10:26 FAX 407 4231831

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SEVENTH: Signatures for each Party.

Rood Investments, Inc.

By: Nancy R. Johnson
Nancy R. Johnson, President

Rood Investment Holdings, LLC

By: James L. Phillips, Jr.
James L. Phillips, Jr., Managing Member

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PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger") is entered into this 27th day of June, 2001, by and between ROOD INVESTMENTS, INC., a Florida corporation (hereafter "Rood, Inc.") and ROOD INVESTMENT HOLDINGS, LLC, a Florida limited liability company (hereafter "Rood, LLC").

RECITALS

WHEREAS, the Board of Directors of Rood, Inc. and the Members of Rood, LLC have resolved that Rood, Inc. be merged pursuant to Sections 607.1109 and 708.4382 of the Florida Statutes with and into Rood, LLC, which company will be the surviving party (the "Surviving Party"); and

WHEREAS, the shareholders of Rood, Inc. are also the Members of Rood, LLC; and

WHEREAS, the Board of Directors and Shareholders of Rood, Inc. and the Members of Rood, LLC have approved the merger described herein upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree in accordance with the Florida Limited Liability Company Act and the Florida Business Corporation Act that Rood, Inc. shall be, at the Effective Date as hereinafter defined, merged (hereafter called the "Merger") with and into Rood, LLC, in accordance with the following agreements, terms and conditions:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated herein by reference.

2. Effects of Merger.

2.1 Certain Effects of Merger. On the Effective Date, the separate existence of Rood, Inc. shall cease and Rood, Inc. shall be merged with and into Rood, LLC, which, as the Surviving Party, shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Rood, Inc.; and all and singular, the rights, privileges, powers and franchises of Rood, Inc., and all property, real, personal and mixed, and all debts due to Rood, Inc., on whatever account, as well as for stock subscriptions and all other things in action or belonging to Rood, Inc. shall be vested in the Surviving Party; and all property, rights, privileges, powers and franchises and all and every

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other interest shall be thereafter as effectually the property of the Surviving Party as they were of Rood, Inc., and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida or any other jurisdiction, in Rood, Inc. shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Rood, Inc. shall be preserved unimpaired, and all debts, liabilities and duties of Rood, Inc. shall thenceforth attach to the Surviving Party and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of Rood, Inc. or the members of the Surviving Party, may, in the name of Rood, Inc., execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Party may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Party title to and possession of all of Rood, Inc.'s property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Plan of Merger.

3. Name of Surviving Party; Articles of Organization; Operating Agreement.

3.1 Name of Surviving Party. The name of the Surviving Party from and after the Effective Date shall be Rood Investment Holdings, LLC.

3.2 Articles of Organization. The Articles of Organization of Rood Investment Holdings, LLC, as in effect on the date hereof, shall from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Party until changed or amended as provided by law.

3.3 Operating Agreement. The Operating Agreement of the Surviving Party, as in effect on the date hereof, shall from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Party until changed or amended as provided by law.

4. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of Rood, Inc., and the nature and amount of securities of Rood, LLC, which the holders of shares of Rood, Inc. common stock are to receive in exchange for such shares are as follows:

4.1 Rood, Inc. Common Stock. Each share of Rood, Inc. common stock which shall be issued and outstanding immediately before the Effective Date shall, without any action on the part of the holder thereof, be extinguished. By virtue of the mutual identity of the shareholders of Rood, Inc. and the Members of Rood, LLC, no additional securities or membership interests will be issued to the shareholders of Rood, Inc.

5. Miscellaneous.

5.1 This Plan of Merger may be terminated and the Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Plan of

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Merger by the shareholders of Rood, Inc., if the Members of Rood, LLC, duly adopt a resolution abandoning this Plan of Merger.

5.2 Effective Date. The Effective Date of the Merger shall be as of the date of filing of Articles of Merger with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.

"Rood, Inc."

ROOD INVESTMENTS, INC.

By: Nancy R. Johnson
Nancy R. Johnson, President

"Rood, LLC"

ROOD INVESTMENT HOLDINGS, LLC

By: James L. Phillips, Jr.
James L. Phillips, Jr., Managing Member

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