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MERGER OR SHARE EXCHANGE

BAY GROVE LANDING, LLC

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Message: Attached cover sheet along with Articles of Merger for Bay Grove Landing, LLC

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CARLTON FIELDS, P.A.

TAMPA ORLANDO TALLAHASSEE WEST PALM BEACH ST. PETERSBURG MIAMI

ARTICLES OF MERGER
Merger Sheet

MERGING:

BAY GROVE LANDING, G.P. A FLORIDA ENTITY

INTO

BAY GROVE LANDING, LLC, a Florida entity, L01000009907

File date: December 27, 2001

Corporate Specialist: Agnes Lunt

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**ARTICLES OF MERGER
OF
BAY GROVE LANDING, G.P.
(a Florida general partnership)
WITH AND INTO
BAY GROVE LANDING, LLC
(a Florida limited liability company)**

Pursuant to Florida Statutes
Sections
608.438 and 608.4382

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Pursuant to Sections 608.438, and 608.4382 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I
State of Organization: Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
Bay Grove Landing, G.P.	Florida
Bay Grove Landing, LLC	Florida

Bay Grove Landing, LLC, a Florida limited liability company, shall be the surviving entity.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger is attached hereto as Exhibit A.

**ARTICLE III
Approval of the Plan**

The plan was approved by both members of Bay Grove Landing, LLC, in accordance with Chapter 608 of the Florida Statutes and the operating agreement of Bay Grove Landing, LLC. The plan was approved by the general partners of Bay Grove Landing, G.P. in accordance with Chapter 620 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent organizations have caused these Articles of Merger to be executed this 21 day of December, 2001.

BAY GROVE LANDING, LLC,

By: [Signature]
Name: Vincent S. Amodie
Title: Member and Manger

By: [Signature]
Name: Craig Creelman
Title: Member

BAY GROVE LANDING, G.P.,

By: [Signature]
Name: Vincent S. Amodie
Title: General Partner

By: [Signature]
Name: Craig Creelman
Title: General Partner

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EXHIBIT A
PLAN AND AGREEMENT OF MERGER

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PLAN AND AGREEMENT OF MERGER

This Agreement is dated as of December 21, 2001 (the "Agreement"), by and between Bay Grove Landing, G.P., a Florida general partnership (the "Merging Partnership") and Bay Grove Landing, LLC, a Florida limited liability company (the "Surviving Entity"). The Merging Partnership and the Surviving Entity are sometimes collectively referred to herein as the "Constituent Organizations."

The Merging Partnership and the Surviving Entity desire to effect a merger (the "Merger") of the Merging Partnership with and into the Surviving Entity as provided in this Agreement. The general partners of the Merging Partnership and the members of the Surviving Entity approve the Merger by their execution of this Agreement. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Limited Liability Company Act ("FILCA").

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements, and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Partnership shall merge into the Surviving Entity.

(b) Pursuant to the Merger, the articles of organization and operating agreement of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of organization and operating agreement, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the manager of the Surviving Entity, who will remain manager until his successor is duly elected or appointed in the manner provided in the articles of organization and operating agreement of the Surviving Entity, or as otherwise provided by law is:

Vincent S. Amodie
1011 St. Petersburg Drive
Oldsmar, Florida 33647

(d) The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the separate existence of the Merging Partnership shall cease.

(e) All assets and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity

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shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties, of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. All partnership acts, policies, arrangements, approvals, and authorizations of the Merging Partnership, its partners, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Partnership.

(g) In addition to the foregoing effects set forth in subsections (e) and (f) of this Section 1, the Merger shall have the effects set forth in Section 608.4383 of the FLLCA.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement: (i) there are two member of the Surviving Entity, and (ii) there are no outstanding rights or agreements to purchase or otherwise acquire or issue any membership interests in the Surviving Entity.

(b) As of the date of this Agreement: (i) there are two general partners of the Merging Partnership, and (ii) there are no outstanding rights or agreements to purchase or otherwise acquire or issue any partnership interests in the Merging Partnership.

SECTION 3. MANNER AND BASIS OF CONVERTING PARTNERSHIP INTERESTS OF THE MERGING PARTNERSHIP INTO MEMBERSHIP INTERESTS OF THE SURVIVING ENTITY.

(a) At the Effective Time, the partnership interests held by the general partners of the Merging Partnership that are issued and outstanding immediately prior to the Effective Time shall cease to be outstanding.

(b) At the Effective Time, the membership interests held by the members of the Surviving Entity that are issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

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SECTION 5. FILING; EFFECTIVE TIME.

If the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Entity and the Merging Partnership shall cause articles of merger ("Articles of Merger") meeting the requirements of the FLLCA, to be properly executed and filed with the Secretary of State of the State of Florida. The Merger shall become effective on the date the articles of merger are filed (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FLLCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time, the Surviving Entity shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, privileges and franchises of the Merging Partnership, the manager of the Surviving Entity, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the general partners and the members of the Merging Partnership and Surviving Entity, respectively. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Organizations or of their respective partners, managers, employees, agents, or members.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

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SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf, as of the date first above written.

BAY GROVE LANDING, G.P.

By: V. Amodie

Name: Vincent S. Amodie

Title: General Partner

By: C. Creelman

Name: Craig Creelman

Title: General Partner

Attest:

By: Dennis Winger

Name: Dennis Winger

BAY GROVE LANDING, LLC.

By: V. Amodie

Name: Vincent S. Amodie

Title: Member and Manager

By: C. Creelman

Name: Craig Creelman

Title: Member

Attest:

By: Brenden Eryette

Name: Brenden Eryette

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