

LO1000022187

(Requestor's Name)

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(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

(Business Entity Name)

(Document Number)

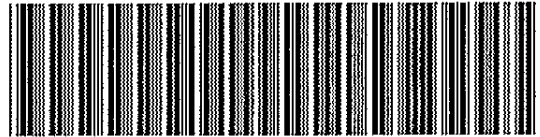
Certified Copies 1

Certificates of Status _____

Special Instructions to Filing Officer:

1/2/03 merger
eff 1/2/03
LO1-22187 CC

Office Use Only



000009684460

FILED

SECTION OF STATE
TALLAHASSEE, FLORIDA

03 JAN -2 PM 2:51

FILED

01/02/03--01033--021 **90.00

SECTION OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

03 JAN -2 AM 10:26

RECEIVED

CORP/DIRECT AGENTS, INC. (formerly CCRS)
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: PAM

DATE: 1-2-03

REF. #: 0174. 11776

CORP. NAME: Siesta Breeze Beachside Inn, Inc.
merging into Tropical Breeze Resort
of Siesta Key, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: _____ | | |

STATE FEES PREPAID WITH CHECK# 564093 FOR \$ 90.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- ☒ CERTIFIED COPY ☐ CERTIFICATE OF GOOD STANDING ☐ PLAIN STAMPED COPY
☐ CERTIFICATE OF STATUS

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

January 2, 2003

CCRS
PAM

SUBJECT: TROPICAL BREEZE RESORT OF SIESTA KEY, LLC
Ref. Number: L01000022187

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.
1-2-03

We have received your document for TROPICAL BREEZE RESORT OF SIESTA KEY, LLC and your check(s) totaling \$90.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Pursuant to section 608.438(3)(e), F.S., the plan of merger must provide the name(s) and address(es) of the manager(s) or managing member(s).

If you have any questions concerning the filing of your document, please call (850) 245-6020.

Tammi Cline
Document Specialist

Letter Number: 503A00000093

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.
1-2-03

RECEIVED
JAN-3 AM 10:06
FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

608.438
Letter (e.)

ARTICLES OF MERGER
Merger Sheet

MERGING:

SIESTA BREEZE BEACHSIDE INN, INC., P01000023912, A Florida Corporation

INTO

TROPICAL BREEZE RESORT OF SIESTA KEY, LLC, a Florida entity,
L01000022187

File date: January 2, 2003, effective January 2, 2003

Corporate Specialist: Michelle Hodges

**ARTICLES OF MERGER
OF
SIESTA BREEZE BEACHSIDE INN, INC.,
a Florida corporation
and
TROPICAL BREEZE RESORT OF SIESTA KEY, LLC,
a Florida limited liability company**

(Pursuant to the provisions of Chapter 607
of the Florida Business Corporation Act and
Chapter 608 of the Limited Liability Company Act)

Pursuant to the provisions of Section 607.1105 and Section 608.4382 of the Florida Statutes,
the undersigned, hereby certify by these Articles of Merger as follows:

1. The names of the corporations which are parties to the Merger are **SIESTA BREEZE BEACHSIDE INN, INC.**, a Florida corporation ("Siesta Breeze") and **TROPICAL BREEZE RESORT OF SIESTA KEY, LLC**, a Florida limited liability company ("Tropical Breeze"). Tropical Breeze will be the surviving limited liability company and is to be governed by the laws of the State of Florida.

2. The Plan and Agreement of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

3. The Plan and Agreement of Merger was duly adopted pursuant to a written consent as permitted by Section 607.0821 of the Florida Statutes by the board of directors of Siesta Breeze, and by a majority in interest of the shareholders of Siesta Breeze pursuant to a written consent as permitted by Section 607.0704 of the Florida Statutes as of December 31, 2002.

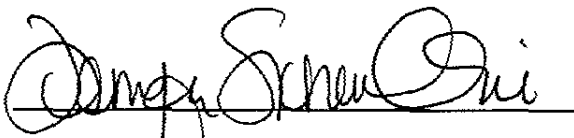
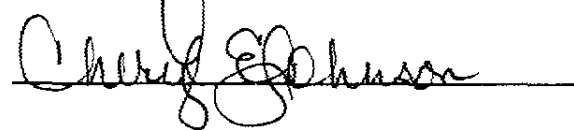
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SOLICITOR GENERAL
TALLAHASSEE FLORIDA

4. The Plan and Agreement of Merger was duly adopted in writing by a majority of the managers of Tropical Breeze who are also members of Tropical Breeze pursuant to Section 608.4381 of the Florida Statutes as of December 31, 2002.

5. The Merger shall become effective at 12:01 a.m. on January 2, 2003.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers as of this 31st day of December, 2002.

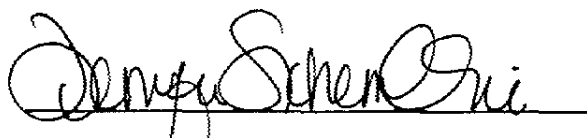

WITNESSES

**SIESTA BREEZE BEACHSIDE INN,
INC., a Florida corporation**

By: 
Richard Dear, as President

**TROPICAL BREEZE RESORT OF
SIESTA KEY, LLC, a Florida limited
liability company**

By: 
Richard Dear, as President

Exhibit "A"

**PLAN and AGREEMENT OF MERGER
BETWEEN
SIESTA BREEZE BEACHSIDE INN, INC.,
a Florida corporation
and
TROPICAL BREEZE RESORT OF SIESTA KEY, LLC,
a Florida limited liability company**

**PLAN AND
AGREEMENT OF MERGER
BETWEEN
SIESTA BREEZE BEACHSIDE INN, INC.,
a Florida corporation
and
TROPICAL BREEZE RESORT OF SIESTA KEY, LLC,
a Florida limited liability company**

This Plan and Agreement of Merger (this "Agreement") is entered into on December 31, 2002, by and between **SIESTA BREEZE BEACHSIDE INN, INC.**, a Florida corporation ("Siesta Breeze") and **TROPICAL BREEZE RESORT OF SIESTA KEY, LLC**, a Florida limited liability company ("Tropical Breeze," and collectively with Siesta Breeze, the "Constituent Companies").

Background

Siesta Breeze is a corporation duly organized under the laws of the State of Florida, having the authority to issue One Hundred (100) shares of capital stock with no par value. Tropical Breeze is a limited liability company duly organized under the laws of the State of Florida. The Board of Directors of Siesta Breeze and the Managers of Tropical Breeze each deem it advisable that Siesta Breeze be merged with and into Tropical Breeze on the terms and conditions set forth herein, in accordance with the applicable Florida Statutes which permit such a merger, including but not limited to Sections 607.1108 and 608.438.

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Siesta Breeze and Tropical Breeze have agreed and do hereby agree as follows:

Terms Of The Merger

1. Background. The parties hereby acknowledge and agree that the Background Section set forth above is true and correct in all respects and shall be incorporated herein by reference.
2. Merger. Siesta Breeze shall be merged with and into Tropical Breeze pursuant to the applicable provisions of Florida law including but not limited to Sections 607.1108 and 608.438 of the Florida Statutes, and Tropical Breeze shall be the surviving entity.
3. Effective Date. The merger of Siesta Breeze with and into Tropical Breeze shall become effective at 12:01 a.m. on January 2, 2003 (the "Effective Date").
4. Effect of Merger. From and after the filing of the Articles of Merger, the Constituent Companies shall be a single limited liability company, which shall be Tropical Breeze as the surviving limited liability company, and the separate existence of Siesta Breeze shall cease except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger

into another business entity, while the existence of Tropical Breeze shall continue unaffected and unimpaired. Tropical Breeze shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited liability company organized under Florida law.

Tropical Breeze shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Companies. All property, real, personal and mixed, all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Companies, shall be taken and deemed to be transferred to and vested in Tropical Breeze without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Companies, shall not revert or be in any way impaired by reason of such merger. Tropical Breeze shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if such merger had not taken place, or Tropical Breeze may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the merger.

5. Certificate of Incorporation. The Articles of Organization of Tropical Breeze and the Operating Agreement of Tropical Breeze (the "Operating Agreement") shall not be amended in any respect by reason of this Plan and Agreement of Merger.

6. Conversion of Shares. The manner of converting the outstanding shares and membership units of each of the Constituent Companies shall be as follows: (i) each membership unit of Tropical Breeze issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder, continue to be outstanding with no adjustment as a result of the Merger; (ii) each share of capital stock of Siesta Breeze issued and outstanding immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of the Merger.

7. Surrender of Certificates. Each record holder of any outstanding certificate or certificates which represent shares in Siesta Breeze immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Plan and Agreement of Merger.

8. Further Assurances. If at any time after the Effective Date, Tropical Breeze shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Tropical Breeze, according to the terms hereof, the title to any property rights of the Constituent Companies, the last acting officers and Directors of Siesta Breeze, or the Managers and officers of Tropical Breeze shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Tropical Breeze, and otherwise carry out the purposes of this Plan and Agreement of Merger.

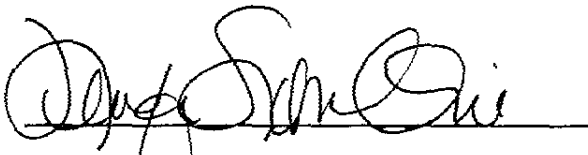
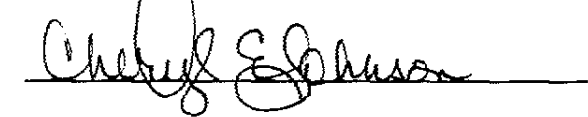
9. Approval By Siesta Breeze and Tropical Breeze. This Plan and Agreement of Merger shall be approved by the Board of Directors of Siesta Breeze, and submitted to the Shareholders of

Siesta Breeze for approval as provided by Florida Statutes Section 607.1103. This Plan and Agreement of Merger shall be approved by a majority of the Members of Tropical Breeze, in accordance with Florida Statutes Section 608.4381. If duly adopted by the requisite vote of Board of Directors and Shareholders of Siesta Breeze and the Members of Tropical Breeze, Articles of Merger meeting the requirements of Florida law shall be filed immediately in the appropriate office in Florida.

10. Termination. Notwithstanding anything contained herein or elsewhere to the contrary, this Plan and Agreement of Merger may be terminated and abandoned by the Board of Directors of Siesta Breeze or the Members of Tropical Breeze at any time prior to filing of the Articles of Merger.

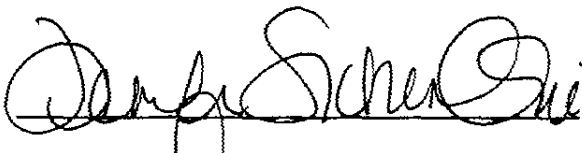
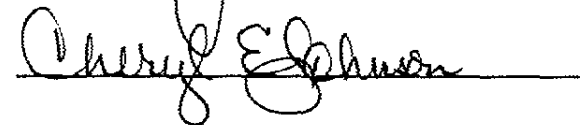
IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the date set forth above.

WITNESSES

SIESTA BREEZE BEACHSIDE INN, INC.,
a Florida corporation

By: 
Richard Dear, its President

**TROPICAL BREEZE RESORT OF
SIESTA KEY, LLC,** a Florida limited
liability company

By: 
Richard Dear, its President

Manging

MEMBERS

Richard Dear
P. O. Box 2382
Sarasota, FL 34230

Susan Bowles
P. O. Box 2382
Sarasota, FL 34230

David Bowles
P. O. Box 2382
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Arlene Esslinger
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