

L020000000591



ACCOUNT NO. : 072100000032

REFERENCE : 633466 82719A

AUTHORIZATION :

COST LIMIT : \$ 60.00

Patricia Pizot

ORDER DATE : January 8, 2002

ORDER TIME : 11:58 AM

ORDER NO. : 633466-015

CUSTOMER NO: 82719A

800004759718--4

CUSTOMER: Nancy Reeves, Legal Asst
Dooley & Drake, P.a.
1432 First Street

Sarasota, FL 34236

ARTICLES OF MERGER

SABAS OF SARASOTA, INC.

INTO

SABAS' OF SARASOTA, L.L.C.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

EXAMINER'S INITIALS: _____

02 JAN -8 AM 9:26
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SECRETARY OF STATE
DIVISION OF CORPORATIONS

RECEIVED
02 JAN -8 PM 1:45
DIVISION OF CORPORATION

[Handwritten signature]

[Handwritten initials]

ARTICLES OF MERGER
Merger Sheet

MERGING:

SABAS OF SARASOTA, INC. a Florida entity P97000003760

into

SABAS' OF SARASOTA, L.L.C., a Florida entity L02000000591

File date: January 8, 2002

Corporate Specialist: Lee Rivers

Account number: 072100000032

Amount charged: 60.00



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 8, 2002

CSC
NORMA HULL

SUBJECT: SABAS' OF SARASOTA, L.L.C.
Ref. Number: L02000000591

RESUBMIT

Please give original
submission date as file date.

We have received your document for SABAS' OF SARASOTA, L.L.C. and the authorization to debit your account in the amount of \$60.00. However, the document has not been filed and is being returned for the following:

The effective day must be specific and cannot be prior to the date of filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6025.

Trevor Brumbley
Document Specialist

Letter Number: 402A00001004

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02 JAN 10 AM 12:23

ARTICLES OF MERGER

Of

SABAS OF SARASOTA, INC., a Florida Corporation

Into

SABAS' OF SARASOTA, L.L.C., a Florida Limited Liability Company

The following Articles of Merger are being submitted in accordance with Section(s) 607.1109, 608.4382, and/or 620.203, 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>
Sabas of Sarasota, Inc. 2055 Wood Street, Ste 104 Sarasota, FL 34237 FEI Number: 65-0723723 Florida Document Number: P97000003760	Florida	Corporation

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Sabas' of Sarasota, L.L.C. 2055 Wood Street, Ste 104 Sarasota, FL 34237 FEI Number: 65-0723723 Florida Document Number: _____	Florida	Limited Liability Company

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Sabas' of Sarasota, L.L.C. 2055 Wood Street, Ste 104 Sarasota, FL 34237 FEI Number: 65-0723723 Florida Document Number: _____	Florida	Limited Liability Company

THIRD: The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by the Limited Liability Company, which are all the parties to the merger, in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership, and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member, or person that as a result of the merger is now a general partner of the surviving entity pursuant to Section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

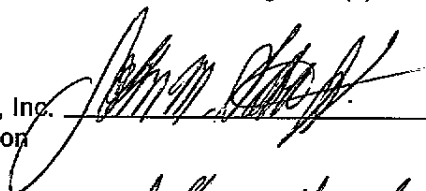
NINTH: The merger shall become effective as of January 8, 2002.

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

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

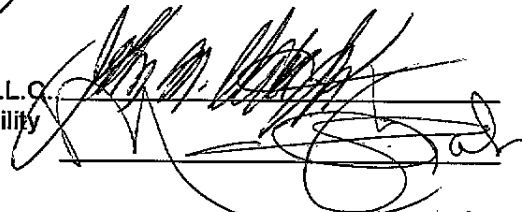
Name of Entity _____ Signature(s) _____ Typed or Printed Name of Individual _____

Sabas of Sarasota, Inc.
a Florida Corporation



John M. Saba Jr., President

Sabas' of Sarasota, L.L.C.
a Florida Limited Liability Company



John M. Saba, Jr., Member

Marilyn Saba, Member

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PLAN OF MERGER

of

SABAS OF SARASOTA, INC., a Florida Corporation

into

SABAS' OF SARASOTA, L.L.C., a Florida Limited Liability Company

The following plan of merger, which was adopted and approved by each party to the merger in accordance with Section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with Section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each *merging* party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity</u>
Sabas of Sarasota, Inc. 2055 Wood Street, Ste 104 Sarasota, FL 34237 FEI Number: 65-0723723 Document Number: P97000003760	Florida	Florida Corporation

Sabas' of Sarasota, L.L.C. 2055 Wood Street, Ste 104 Sarasota, FL 34237 FEI Number: 65-0723723 Document Number: <u>202000000591</u>	Florida	Limited Liability Company
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SECOND: The exact name and jurisdiction of the *surviving* party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	
Sabas' of Sarasota, L.L.C. 2055 Wood Street, Ste 104 Sarasota, FL 34237 Document Number:	Florida	Limited Liability Company
		FEI Number: 65-0723723

THIRD: The terms and conditions of the merger are as follows:

1. The Articles of Merger shall be filed and recorded in accordance with the laws of the State of Florida, and shall become effective as of January 8, 2002.

2. Sabas of Sarasota, Inc., as a Florida corporation, owns and leases commercial property. The assets of the Florida Corporation consists' primarily of said commercial property and the associated leases and other assets therewith. On the effective date, the separate existence of SABAS OF SARASOTA, INC. shall cease, and SABAS OF SARASOTA, INC. shall be merged into the LLC which, as the Surviving Entity, shall possess all of the rights, privileges, powers, and franchises of SABAS OF

SARASOTA, INC., and all property, real, personal and mixed, used by SABAS OF SARASOTA, INC. and all debts due to SABAS OF SARASOTA, INC. on whatever account; and all other things in action or belonging to SABAS OF SARASOTA, INC., including but not limited to the real property situated in Sarasota County, Florida, shall be vested in the LLC as the Surviving Entity; and all property rights, privileges, powers and franchises, and all and every other interest shall be thereafter effectually the property of the Surviving Entity as they were of SABAS OF SARASOTA, INC., and the title to the real estate described above vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in SABAS OF SARASOTA, INC., shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of SABAS OF SARASOTA, INC. shall be preserved unimpaired, and all debts, liabilities, and duties of SABAS OF SARASOTA, INC. shall thenceforth attach to the Surviving Entity 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, SABAS OF SARASOTA, INC. or the members or managers of the Surviving Entity may, in the name of SABAS OF SARASOTA, 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 Entity regarding title to and possession of all SABAS OF SARASOTA, INC.'S., property, rights, privileges, powers, franchises, immunities, and interests, and otherwise to carry out the purposes of this Agreement.

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

All of the outstanding interest in SABAS OF SARASOTA, INC. shall be converted, in the aggregate, to ownership by the LLC.

B. The manner and basis of converting *rights to acquire* interests, shares, obligations or other securities of each merged party into *rights to acquire* interests, shares, obligations, or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

No rights to acquire interests in the merged party are outstanding.

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(s) of the general partner(s) are as follows:

Not Applicable.

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(s) of the manager(s) are as follows:

Not applicable; LLC is member managed.

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

Not applicable.

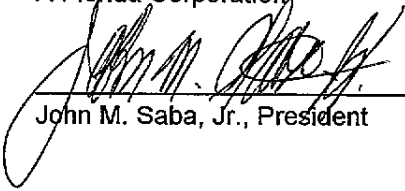
EIGHTH: Other provisions, if any, relating to the merger:

None.

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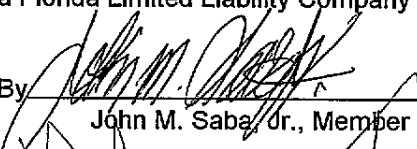
IN WITNESS WHEREOF, the undersigned have executed this Agreement, to be effective upon filing.

SABAS OF SARASOTA, INC.,
A Florida Corporation,



John M. Saba, Jr., President

SABAS' OF SARASOTA, L.L.C.
a Florida Limited Liability Company

By 

John M. Saba, Jr., Member

By 

Marilyn Saba, Member

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