

# L03000042376

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

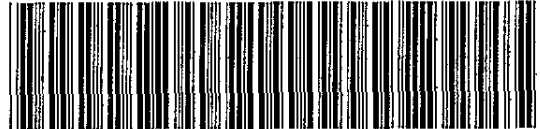
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Entity	
Document	
Taxpayer	DCC
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Entity	DCC
Signature	DCC
Verification	DCC



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SECRETARY OF  
TALLAHASSEE

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Name & Address of mgr or mgr

PHILIP TATICH  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELLORS AT LAW  
POST OFFICE DRAWER 7540  
MAITLAND, FLORIDA 32704-7540

TELEPHONE (407) 629-4433  
FACSIMILE (407) 629-4455

May 5, 2004

341 N. MAITLAND AVENUE  
SUITE 340  
MAITLAND, FLORIDA 32751

Department of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

Re: *SUNNY PLACES, LLC*

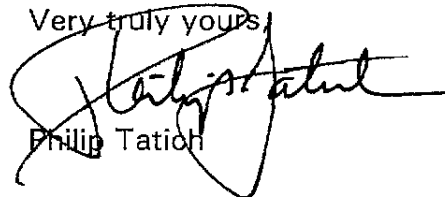
Gentlemen:

Enclosed are two (2) executed counterparts of the *Articles of Merger* (together with the *Plan and Agreement of Merger* which is appended thereto as **Exhibit "A"**), together with a check in the amount of \$90.00 to cover the following fees:

Filing Fee	\$ 60.00
Certified Copy	<u>30.00</u>
Total	\$ <u>90.00</u>

The certified copy of the *Articles of Merger* be returned to the undersigned.

Very truly yours,

  
Philip Tatich

PT:at  
Enclosures

cc: Client

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

May 18, 2004

PHILIP TATICH  
P.O. DRAWER 7540  
MAITLAND, FL 32794-7540

SUBJECT: SUNNY PLACES, LLC  
Ref. Number: L03000042376

We have received your document for SUNNY PLACES, 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).

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) 245-6913.

Diane Cushing  
Document Specialist

Letter Number: 404A00034837

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## ARTICLES OF MERGER

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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 the merging party is as follows:

**SUNNY PLACES, INC.**, a Florida corporation  
341 North Maitland Avenue, Suite 340  
Maitland, Florida 32751  
Florida Document Number: P99000067674

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

**SUNNY PLACES, LLC.**, a Florida limited  
liability company  
341 North Maitland Avenue, Suite 340  
Maitland, Florida 32751  
Florida Document Number: L03000042376

**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, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapters 607 and 608, Florida Statutes.

**FOURTH:** 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.

**FIFTH:** 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,

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if any, to which they are entitled under sections 607.1302 and 608.4384, Florida Statutes.

**SIXTH:** 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 sections 607.1108(5) and 608.4381(2), Florida Statutes.

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

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

**SUNNY PLACES, INC.**  
corporation

By: Crestani Cesare  
Cesare Crestani, President

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TALLAHASSEE

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**SUNNY PLACES, LLC**, a Florida limited liability company

By: **WESCOTT GROUP, INC.** a Florida corporation, as Manager

By: Joseph Kantor  
Joseph Kantor, President

## **PLAN AND AGREEMENT OF MERGER OF CORPORATION INTO LIMITED LIABILITY COMPANY**

**THIS AGREEMENT AND PLAN OF MERGER** is hereby adopted this 4th day of May, 2004, by **SUNNY PLACES, INC.**, a Florida corporation ("Disappearing Entity"), and **SUNNY PLACES, LLC**, a Florida limited liability company ("Acquiring LLC"), said entities being sometimes hereinafter collectively referred to as the "Constituent Parties."

**WHEREAS**, the Constituent Parties deem it advisable that the Disappearing Entity be merged into Acquiring LLC under the laws of the State of Florida in the manner provided therefor by law.

**NOW, THEREFORE**, in consideration of the promises and the mutual agreements herein contained, the Constituent Parties have agreed, and do hereby plan to merge upon the terms and conditions below stated.

1. **MERGER** - The Disappearing Entity will merge with and into the Acquiring LLC in accordance with the laws of the State of Florida and this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into Acquiring LLC. The existence of Acquiring LLC shall remain unimpaired as the surviving limited liability company following the merger, and the surviving limited liability company is referred to herein as "Surviving LLC."

2. **NAME OF SURVIVING LLC** - The name of the Surviving LLC shall be **SUNNY PLACES, LLC**, and its Manager is **WESCOTT GROUP, INC.**, whose business address is 6000 MetroWest Boulevard, Suite 105, Orlando, Florida 32835.

3. **PRINCIPAL OFFICE OF SURVIVING LLC** - The principal office of Surviving LLC shall be the current principal office of Acquiring LLC, located at 341 North Maitland Avenue, Suite 340, Maitland, Florida 32751.

4. **PURPOSE OF SURVIVING LLC** - The purpose of the Surviving LLC is to engage in any lawful act or activity for which limited liability companies may be formed under the Florida Limited Liability Company Act.

5. **REGISTERED AGENT OF SURVIVING LLC** - The person upon whom process against Surviving LLC, or either of the Constituent Parties, may be served shall be **PHILIP TATICH**, 341 North Maitland Avenue, Suite 340, Maitland, Florida 32751.

6. **EQUITY INTERESTS** - The Constituent Parties represent and warrant to

each other (solely as to matters relating to the party making the representation) as follows:

a. The present number of units of membership interests that Acquiring LLC is authorized to have outstanding is one thousand (1,000), all of which are identical interests and each of which represents the ownership of that percentage of the total interests outstanding at any time as is the equivalent of the fraction in which one (1) is the numerator and the total number of outstanding interests is the denominator. There are currently issued and outstanding one thousand (1,000) units of membership interests in Acquiring LLC.

b. The present number of shares which the Disappearing Entity is authorized to issue is ten thousand (10,000) shares of common stock, of which one thousand (1,000) shares are currently issued and outstanding.

7. **CONVERSION OF INTERESTS IN DISAPPEARING ENTITY** - The mode of effecting the merger of Disappearing Entity into Acquiring LLC, and the manner and basis for converting the outstanding shares of Disappearing Entity into membership interests in the Surviving LLC, shall be as follows:

Each shareholder of Disappearing Entity shall surrender his certificate or certificates to the Surviving LLC during the period beginning on the Effective Date (as defined below) and ending on the date which is ten (10) days thereafter. Upon surrender to the Surviving LLC of the respective certificates for outstanding shares of Disappearing Entity, there shall be issued to the respective holders thereof, in substitution therefor, certificates for fully paid and nonassessable membership interests of the Surviving LLC, in the ratio of one (1) unit of membership interests of the Surviving LLC received for each share of the Disappearing Entity, being a total issue of one thousand (1,000) units membership interests of the Surviving LLC for the entire one thousand (1,000) shares now issued and outstanding of the Disappearing Entity.

8. **EFFECTIVE DATE** - The merger shall become effective at 5:00 P.M. on the day on which the last of the following have been completed (the "Effective Date"):

a. This Agreement has been approved by each of the Constituent Parties in accordance with the laws of the State of Florida and the action has been appropriately certified on behalf of each of the Constituent Parties;

b. *Articles of Merger* have been signed and filed according to law and a Certificate of Merger has been issued by the Florida Department of State;

c. All conditions precedent to each party's duties of performance under this Agreement exist or have occurred, unless waived in writing; and

d. No event giving either party the right to terminate this Agreement has occurred.

9. **ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT** - On the Effective Date, the *Articles of Organization* and the *Operating Agreement* of Acquiring LLC shall continue to be the Articles of Organization and Operating Agreements of Surviving LLC.

10. **MERGER OF INTERESTS AND ASSUMPTION OF LIABILITIES** - At the Effective Date, the Constituent Parties shall be deemed merged as provided by statute. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving LLC without further act or deed; but Surviving LLC shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Parties, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Surviving LLC and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Surviving LLC. When requested by Surviving LLC, Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving LLC to be necessary in order to vest Surviving LLC with title to and possession of all rights and property of Disappearing Entity.

11. **REPRESENTATIONS AND WARRANTIES** - The Constituent Parties represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

a. Disappearing Entity and Acquiring LLC are organized and in good standing under the laws of the State of Florida.

b. The execution of this Agreement by Disappearing Entity and Acquiring LLC and the consummation of the transactions contemplated by this Agreement have been approved by their managers, subject to approval by their owners. On approval by their owners in accordance with law, no further action is necessary under the Florida Limited Liability Company Act or the Florida General Corporation Act to make this Agreement valid and binding upon the parties.

c. The signing of this Agreement and the consummation of the transactions contemplated by this Agreement do not violate any provisions of the charter documents, notes, or other agreements or documents to which the undersigned are parties.

**IN WITNESS WHEREOF**, the Constituent Parties have caused these presents to be executed by their appropriate officer and manager, each being duly authorized to act in such capacity.

**SUNNY PLACES, INC.** a Florida  
corporation

By: *Crestani Cesare*  
Cesare Crestani, President

**SUNNY PLACES, LLC**, a Florida limited  
liability company

By: **WESCOTT GROUP, INC.** a Florida  
corporation, as Manager

By: *[Signature]*  
Joseph Kantor, President

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