

MAY 11 2004

P.81

L03000049384

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H04000103560 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 205-0380

From:

Account Name : SHUFFIELDLOWMAN
Account Number : 120030000118
Phone : (407) 581-9800
Fax Number : (407) 501-9801

MERGER OR SHARE EXCHANGE

ROHDE FAMILY, LLC

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$105.00

*** 50.00**

Electronic Filing Menu

Corporate Filing

Public Access Help

FILED
2004 MAY 12 AM 10:56
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RECEIVED
04 MAY 12 PM 1:27
DIVISION OF CORPORATION

**ARTICLES OF MERGER OF
ROHDE FAMILY PROPERTY, LLC
WITH AND INTO
ROHDE FAMILY, LLC**

FILED
2004 MAY 12 AM 10:56
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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>
1.	Rohde Family Property, LLC 3600 Lake Tohopekaliga St. Cloud, Florida 34772 Florida Document/Registration Number: L03000051424 FEI Number: N/A	Florida	limited liability company

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>
	Rohde Family, LLC 3600 Lake Tohopekaliga St. Cloud, Florida 34772 Florida Document/Registration Number: L03000049384 FEI Number: 20-0445498	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 each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in connection 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 parties 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.

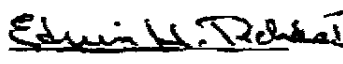




SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that, as a result of the merger, is now a general partner of the surviving entity pursuant to Section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the 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 on the date the Articles of Merger are filed with the Florida Department of State

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.

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name and Title of Individual</u>
<u>Rohde Family Property, LLC</u>		Edwin H. Rohde, III <u>Manager</u>
<u>Rohde Family, LLC</u>		Edwin H. Rohde, III <u>Manager</u>
		Nathan Leroy Rohde <u>Manager</u>
		John Diedrich Rohde <u>Manager</u>
		Lisa Ann Rohde Harris <u>Manager</u>

FILED
2004 MAY 12 AM 10:55
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
(((H04000103560 3)))

PLAN OF MERGER

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:

Name

Jurisdiction

Rohde Family Property, LLC

Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

Name

Jurisdiction

Rohde Family, LLC

Florida

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

The merging parties shall be merged with and into the surviving party, and the separate existence of each merging party shall cease as of the effective date of this Plan of Merger. The surviving party shall retain the name of "ROHDE FAMILY, LLC" after the merger. As of the effective date of this Plan of Merger, the surviving party shall possess all of the right, privileges, powers and franchises of each merging party, of a public as well as private nature, and all property, real, personal or otherwise, of each merging party, and all debts due on whatever account to it, including all choses of action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the surviving party without further act or deed; and except as provided herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the surviving party shall continue unaffected and unimpaired by the merger.

The Articles of Organization and the Operating Agreement of the surviving party, as in effect immediately prior to the merger hereunder, shall, after the merger, continue to be the Articles of Organization and the Operating Agreement of the surviving party until duly amended in accordance with law, and no change to such Articles of Organization or Operating Agreement shall be affected by the merger hereunder. The person(s) who is/are the manager(s), director(s) and officer(s) of the surviving party immediately prior to the merger hereunder shall, after the merger, continue to serve as the manager(s), director(s) and officer(s) of the surviving party without change, subject to the provisions of the Articles of Organization and Operating Agreement of the surviving party and the laws of the State of Florida.

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:

After the effective date of this Plan of Merger, the holders of all of the issued and outstanding certificates representing units of interest in each merging party shall surrender the same to the surviving party, and such certificates shall be canceled as of the effective date of this Plan of Merger. The issued and outstanding certificates representing ownership of units of interest in the surviving party shall remain the only issued and outstanding certificates representing units of interest in the surviving party, and shall not be affected by the merger under this Plan of Merger.

- 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:

Not Applicable

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

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-individual,
Florida Document/Registration Number

Not Applicable

SIXTH: If a limited liability company is the surviving entity, the name(s) and address(es) of the manager(s)/managing member(s) are as follows:

Edwin H. Rohde, III, Manager
3600 Lake Tohopekaliga
St. Cloud, Florida 34772

Nathan Leroy Rohde, Manager
4400 Rohde Road
Okeechobee, Florida 34972

John Diedrich Rohde, Manager
115 Three Cross Drive
Kenansville, Florida 34739

Lisa Ann Rohde Harris, Manager
3554 Friars Cove Road
St. Cloud, Florida 34772

FILED
2004 MAY 12 AM 9:56
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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.

FILED
2004 MAY 12 AM 10:56
CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA