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Division of Corporations

BUSH ROSS P.A.

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

BRANDON ONE PROPERTY MANAGEMENT, LLC

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2005 APR 13 A 9 17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

April 12, 2005

BUSH ROSS GARDNER WARREN & RUDY P.A.

SUBJECT: BRANDON ONE PROPERTY MANAGEMENT, LLC
REF: L04000020934

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The document is illegible and not acceptable for imaging.

The articles of merger must meet the requirements of section(s) 607.109, 608.4382, and/or 620.203, Florida Statutes.

The articles of merger were not included.

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Agnes Lunt
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ARTICLES OF MERGER
 between
1ST REAL ESTATE MANAGEMENT, LLC
 with and into
BRANDON ONE PROPERTY MANAGEMENT, LLC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to applicable provisions of the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, the undersigned limited liability companies adopt the following Articles of Merger:

1. An Agreement and Plan of Merger reflecting an intended merger of 1ST REAL ESTATE MANAGEMENT, LLC, a Delaware limited liability company ("REM" or the "Nonsurviving Company"), with and into BRANDON ONE PROPERTY MANAGEMENT, LLC, a Florida limited liability company, (the "Surviving Company" and together with the Nonsurviving Company, the "Constituent Companies"), was entered into by the Constituent Companies as of April 8, 2005 (the "Plan of Merger"). The Plan of Merger was unanimously adopted and approved by all members of each of the Constituent Companies.

2. The number of outstanding units of equity ownership interest of the Nonsurviving Company is 100.

3. The number of outstanding units of equity ownership interest of the Surviving Company is 100.

4. The number of outstanding units of the Nonsurviving Company's equity ownership interest voting for the Plan of Merger was 100, and no such units were voted against the Plan of Merger. The number of outstanding units of the Surviving Company's equity ownership interest voting for the Plan of Merger was 100, and no such units were voted against the Plan of Merger. The number of outstanding units of the equity ownership interests of each of the Constituent Companies voting for the Plan of Merger was sufficient for its approval by each of the Constituent Companies.

5. The date of approval of the Plan of Merger by the members of the Nonsurviving Company was April 6, 2005.

6. The date of approval of the Plan of merger by the members of the Surviving Company was April 6, 2005.

7. These Articles of Merger, and the merger transaction identified herein, shall become effective, in accordance with the provisions of Section 608.4382, Florida Statutes, and subject to such Articles being filed with the Office of the Florida Secretary of State, on April 8, 2005.

DATED as of April 6, 2005

1st Real Estate Management, LLC, a Delaware
limited liability company

By: Cynthia D. Barsa
Cynthia D. Barsa, Managing Member

Brandon One Property Management, LLC, a
Florida limited liability company

By: Cynthia D. Barsa
Cynthia D. Barsa, Managing Member

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PLAN OF MERGER

This Plan of Merger sets forth the terms and conditions of the merger of REM REAL ESTATE MANAGEMENT, LLC, a Delaware limited liability company ("REM" or the "Nonsurviving Company"), with and into BRANDON ONE PROPERTY MANAGEMENT, LLC, a Florida limited liability company ("Brandon" or the "Surviving Company"):

1. **Merger; Effective Date; and Effect upon Surviving Company.** REM shall be merged with and into Brandon, effective as of April 11, 2005 and subject to the filing on that date by the parties to such merger of Articles of Merger with the office of the Florida Secretary of State (the "Effective Date"), and Brandon shall thereafter continue in existence as the Surviving Company to such merger, with all rights, franchises, properties and other interests of each of REM and Brandon, and all obligations and liabilities thereof, being deemed transferred to, vested in and becoming the interests, obligations and liabilities of, the Surviving Company by virtue of the merger, without the execution, delivery or recording of any deed, bill of sale or other instrument of transfer, assignment or conveyance being required.

2. **Conversion of Shares.** The manner and basis of converting the units of equity ownership interest of each Company into equity interests, obligations or other securities of the Surviving Company or into money or other property in whole or in part shall be as follows:

a. Upon the Effective Date of the merger, each of the issued and outstanding units of equity ownership interest of REM shall become and be converted into one unit of the issued and outstanding equity ownership interest of the Surviving Company, whether surrendered for conversion and exchange or not, and shall thereafter, for all entity and legal purposes, represent a single unit of the equity ownership interest of the Surviving Company. Each outstanding certificate representing one or more units of the equity ownership interest of REM shall thereafter represent that same number of units of the equity ownership interest of the Surviving Company and the holder thereof shall be entitled to precisely the same rights of ownership he, she or it would enjoy if holding one or more unit certificates issued by the Surviving Company. Upon the surrender of any certificate issued by REM to the Surviving Company at its offices, the registered holder shall receive in exchange therefor one or more certificates of the Surviving Company of such denominations and registered in such names as such holder may reasonably request.

b. Upon the Effective Date of the merger, each of the outstanding units of equity ownership interest theretofore issued by Brandon shall retain its fully paid and non-assessable status without the necessity by any holder of any number of such units to surrender or exchange his, her or its certificate(s) evidencing such ownership, and each such holder shall be entitled to precisely the same rights of ownership he, she or it would enjoy if holding one or more units of equity ownership interest issued by the Surviving Company.

3. **Approval of Members.** This Plan of Merger shall be subject to the approval of members of each of the Surviving Company and the Nonsurviving Company holding a majority of the units of equity ownership interest issued by each such entity; and if so approved the merger provided for in this Plan shall become effective as stated in Section 1. above.

4. **Effect of Merger on Nonsurviving Company.** Upon the merger taking effect, the separate corporate existence of REM, as the Nonsurviving Company, shall cease to exist.

5. **Articles of Organization and Operating Agreement of the Surviving Company.** On the Effective Date of the merger, the Articles of Organization and Operating Agreement of the Surviving

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Company shall be the Articles of Organization and Operating Agreement of Brandon as they exist immediately before such Effective Date.

6. Surviving Company's Governance. On and after the Effective Date of the merger, the management of the Surviving Company shall, pending further action by the Surviving Company's members, be identical to the management of Brandon as then exists, and Cynthia D. Barsa, currently the Manager of Brandon, shall be the manager of the Surviving Company, and her business address, 4178 North Armenia Avenue, shall be the business office of the Manager of the Surviving Corporation.

7. Further Assurances. If, at any time after the Effective Date of the merger, the Surviving Company, or any successor or assignee thereof, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect, confirm or record in the Surviving Company, or such successor or assignee, title to or possession of any property, right or interest of REM or Brandon acquired as a result of the merger, or (ii) otherwise to carry out the purposes of this Plan of Merger or other agreement of the parties hereto, the Surviving Company shall cause there to be executed and delivered, in the name of REM or Brandon, as applicable, all such deeds, assignments and assurances in law and undertake all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property, rights or interests in the Surviving Company and otherwise to carry out the purposes of this Plan of Merger, and each of the members of the Surviving Company is authorized, in the name and on behalf of REM or Brandon, or otherwise, to take any and all such action.

8. Abandonment of Merger. At any time before the Effective Date of the merger, this Plan of Merger may be terminated and the merger may be abandoned by action of the members of either REM or Brandon, notwithstanding approval of this Plan of Merger by the holders of a requisite majority in interest of the units of equity ownership interest of the Surviving and Nonsurviving Companies.

9. Counterparts. This Plan of Merger may be executed in any number of counterparts, by means of multiple signature pages each containing less than all required signatures, and by means of facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, REM and Brandon have each caused this Plan of Merger to be executed by its respective members thereunto authorized.

Dated: April 7, 2005

1ST REAL ESTATE MANAGEMENT, LLC,
a Delaware limited liability company

By: Cynthia D. Barsa
Cynthia D. Barsa, Managing Member

BRANDON ONE PROPERTY
MANAGEMENT, LLC,
a Florida limited liability company

By: Cynthia D. Barsa
Cynthia D. Barsa, Managing
Member

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**UNANIMOUS WRITTEN CONSENT OF ALL HOLDERS
OF THE ISSUED AND OUTSTANDING UNITS OF
EQUITY OWNERSHIP INTEREST OF 1ST REAL ESTATE MANAGEMENT, LLC**

The undersigned, constituting, when taking into account each of the executed counterparts of this written action, the holders of all units of equity ownership interest of 1ST REAL ESTATE MANAGEMENT, LLC, a Delaware limited liability company (the "Company"), acting in accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act, the applicable provisions of the Florida Limited Liability Company Act, and not being otherwise constrained by the Company's Articles of Organization or Operating Agreement, hereby effect the following written consents:

1. The Plan of Merger between the Company and Brandon One Property Management, LLC ("Brandon"), in the form attaching hereto as Exhibit A, pursuant to which the Company will be merged with and into Brandon, is hereby approved by each of the undersigned, and Cynthia D. Barsa, Managing Member of the Company, is authorized to take all actions deemed by her appropriate to effect a consummation of such merger.

2. All notifications required by statute or regulation to be furnished to members are hereby waived by the undersigned.

3. This Written Consent may be executed in any number of counterparts, by means of multiple signature pages each containing fewer than all required signatures, and by means of facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Effective as of April 6, 2005

Unit Holder
Printed Name

of Units
Owned

Signature

Cynthia D. Barsa

50



John E. Barsa

50



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**UNANIMOUS WRITTEN CONSENT OF ALL HOLDERS
OF THE ISSUED AND OUTSTANDING UNITS OF
EQUITY OWNERSHIP INTEREST OF BRANDON ONE PROPERTY MANAGEMENT, LLC**

The undersigned, constituting, when taking into account each of the executed counterparts copies of this written action, the holders of all units of equity ownership interest of BRANDON ONE PROPERTY MANAGEMENT, LLC, a Florida limited liability company (the "Company"), acting in accordance with the provisions of Section 608.4381, Florida Statutes, and not being otherwise constrained by the Company's Articles of Organization or Operating Agreement, hereby effect the following, written consents:

1. The Plan of Merger between the Company and Brandon One Property Management, LLC ("Brandon"), in the form attaching hereto as Exhibit A, pursuant to which the Company will be merged with and into Brandon, is hereby approved by each of the undersigned, and Cynthia D. Barsa, Managing Member of the Company, is authorized to take all actions deemed by him appropriate to effect a consummation of such merger.

2. All notifications required by statute or regulation to be furnished to members are hereby waived by the undersigned.

3. This Written Consent may be executed in any number of counterparts, by means of multiple signature pages each containing fewer than all required signatures, and by means of facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Effective as of April 6, 2005

Unit Holder
Printed Name

of Units
Owned

Signature

Cynthia D. Barsa

50

 Cynthia D. Barsa

John E. Barsa

50

 John E. Barsa

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