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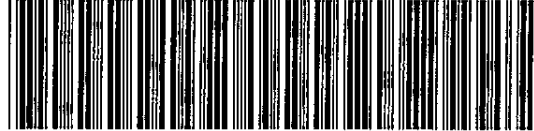
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• CORPORATION SERVICE COMPANY •

ACCOUNT NO. : 072100000032

REFERENCE : 714175 7266798

AUTHORIZATION : *Cindy Harris*

COST LIMIT : \$ ~~125,000~~

ORDER DATE : November ~~22~~, 2005

ORDER TIME : 11:21 AM

ORDER NO. : 714175-005

CUSTOMER NO: 7266798

FILED
05 NOV 22 PM 4:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

112.50

ARTICLES OF MERGER

CHANNELSIDE BUILDING, LTD.

INTO

VENTANA TAMPA, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX GOOD STANDING CERTIFICATE

CONTACT PERSON: Cindy Harris EXT 2937

EXAMINER'S INITIALS: _____

STATE OF FLORIDA
ARTICLES OF MERGER OF
CHANNELSIDE BUILDING, LTD.
a Florida limited partnership

INTO

VENTANA TAMPA, LLC
a Florida limited liability company

FILED
05 NOV 22 PM 4:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Florida Statutes Sections 608.438 and 620.201, the undersigned limited partnership and limited liability company adopt the following Articles of Merger:

FIRST: The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the General Partner and all of the Limited Partners of Channelside Building, Ltd., a Florida limited partnership (the "Merged Partnership") as of October 18, 2005 in accordance with Florida Statutes Section 608.4381. The Plan of Merger was adopted by the Manager and all of the Members of Ventana Tampa, LLC, a Florida limited liability company (the "Surviving Company"), as of October 18, 2005 in accordance with Florida Statutes Section 620.202.

SECOND: The Effective Date and Time of these Articles of Merger shall be the date and time that these Articles of Merger are filed with the Florida Department of State in accordance with Florida Statutes Chapters 608 and 620.

THIRD: At the Effective Date and Time the following actions will occur in accordance with the Plan of Merger:


- a. The Merged Partnership shall be merged with and into the Surviving Company (hereinafter, the "Merger").
- b. The Articles of Organization of the Surviving Company as in effect immediately prior to the Merger shall thereafter continue in full force and effect as the Articles of Organization of the Surviving Company until altered or amended as provided therein or by law.
- c. The currently issued and outstanding membership interests of the Surviving Company owned by its Members immediately prior to the Merger shall remain as the issued and outstanding membership interests of the Surviving Company after the Merger.
- d. Each partnership interest of the Merged Partnership issued and outstanding immediately prior to the Merger shall be canceled and extinguished.

WHEREFORE, the undersigned limited partnership and limited liability company have caused their duly authorized representatives to execute these Articles of Merger as of this 18th day of October, 2005.

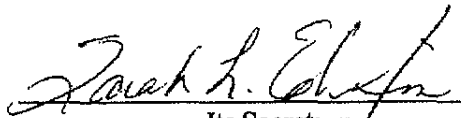
MERGED PARTNERSHIP:

CHANNELSIDE BUILDING, LTD.

By: CHANNELSIDE BUILDING, INC.,
its General Partner

By: 
William E. Ware, Its President


ATTEST:


_____, Its Secretary

SURVIVING COMPANY:

VENTANA TAMPA, LLC

By: CHANNELSIDE BUILDING, INC.,
its Manager

By: 
William E. Ware, Its President

ATTEST:

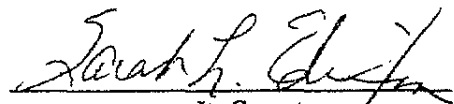

_____, Its Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, made and entered into as of the 18th day of October, 2005, by and between Channelside Building, Ltd., a Florida limited partnership (the "**Merged Partnership**"), and Ventana Tampa, LLC, a Florida limited liability company (the "**Surviving Company**").

WITNESSETH:

WHEREAS, the Merged Partnership is a Florida limited partnership, the partnership interests of which are owned as follows: Channelside Building, Inc. (the "**General Partner**") – 1%; Midnight Management & Investments, L.L.C. – 40%, , Sarah Lynn Edington – 29½% and William E. Ware – 29½% (the General Partner, Midnight Management & Investments, L.L.C., Sarah Lynn Edington and William E. Ware are collectively referred to as the "**Partners**");

WHEREAS, the Surviving Company is a Florida limited liability company, the membership interests of which are owned as follows: Channelside Building, Inc. (the "**Manager**") – 1%, Midnight Management & Investments, L.L.C. – 40%, Sarah Lynn Edington – 29½% and William E. Ware – 29½% (the Manager, Midnight Management & Investments, L.L.C., Sarah Lynn Edington and William E. Ware are collectively referred to as the "**Members**");

WHEREAS, the Partners of the Merged Partnership deem it advisable and in the best interests of the Merged Partnership to merge with and into the Surviving Company pursuant to Florida Statutes Sections 608.438 and 620.201 and with the intent to structure such merger in a manner so that no gain or loss will be recognized by the Surviving Company for federal income tax purposes, and the Manager and Members of the Surviving Company deem it advisable and in the best interests of the Surviving Company to effect such merger, pursuant to which the Surviving Company shall be the surviving entity and its existence as a continuing limited liability company under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein (hereinafter called the "**Merger**"); and

WHEREAS, this Agreement and Plan of Merger was approved, certified and adopted by the General Partner and other Partners of the Merged Partnership and by the Manager and other Members of the Surviving Company in the manner prescribed by Florida Statutes Sections 620.202 and 608.4381, respectively.

NOW THEREFORE, in consideration of the mutual covenants, agreements and provisions contained herein, the parties hereto agree, in accordance with the provisions of Florida Statutes Sections 620.201 and 608.438, that the Merged Partnership shall be and hereby is merged with and into the Surviving Company, and that the terms and conditions of the Merger, the mode of carrying

the same into effect, and the manner and basis of converting or otherwise dealing with the shares of stock of the Merged Partnership shall be as hereinafter set forth.

ARTICLE I COMPANY EXISTENCE

A. Upon the Merger becoming effective: (i) the separate existence of the Merged Partnership shall cease, (ii) the Surviving Company shall continue and be governed by the laws of the State of Florida, (iii) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to the Merged Partnership shall be taken and be deemed to be transferred to and vested in the Surviving Company and shall be thereafter as effectively the property of the Surviving Company as they were the property of the Merged Partnership, and (iv) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in the Merged Partnership shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in the Surviving Company. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of the Merged Partnership shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of the Merged Partnership shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as they had been incurred or contracted by it.

B. The identity, existence, purposes, powers, franchises, rights and immunities, whether public or private, of the Surviving Company shall continue unaffected and unimpaired by the Merger, except as modified in this Agreement.

ARTICLE II ARTICLES OF ORGANIZATION OF SURVIVING COMPANY

The Articles of Organization of the Surviving Company in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Organization of the Surviving Company until the same shall be altered, amended or repealed.

ARTICLE III OPERATING AGREEMENT OF SURVIVING COMPANY

The Operating Agreement of the Surviving Company in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Operating Agreement of the Surviving Company until the same shall be altered, amended or repealed.

ARTICLE IV
MANAGER AND MEMBERS
OF THE SURVIVING COMPANY

The Manager and Members of the Surviving Company in place immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the Manager and Members of the Surviving Company until the Manager's successor is elected and qualified or the Member transfers his, her or its interest in the Surviving Company. The Manager of the Surviving Company and such Manager's address are as follows:

Channelside Building, Inc.
4100 W. Kennedy Blvd.
Suite 130
Tampa, Florida 33609

ARTICLE V
MANNER OF CONVERTING INTERESTS

The currently issued and outstanding membership interests of the Surviving Company immediately prior to the Merger shall remain as the issued and outstanding membership interests of the Surviving Company after the Merger. Each partnership interest of the Merged Partnership issued and outstanding at the time of the effective date of the Merger shall be canceled and extinguished.

ARTICLE VI
APPROVAL OF MERGER

This Agreement and Plan of Merger has been approved by the General Partner and other Partners of the Merged Partnership and the Manager and Members of the Surviving Company, as provided by Florida Statutes Sections 620.202 and 608.4381, respectively, as of October 18, 2005.

ARTICLE VII
EFFECTIVE DATE AND TIME OF MERGER

This Merger shall become effective as of the date and time that the Articles of Merger are filed with the Florida Department of State in accordance with Florida Statutes Chapter 620 and Chapter 608.

WHEREFORE, the Merged Partnership and the Surviving Company have caused their duly authorized representatives to execute this Agreement and Plan of Merger and to adopt, approve, certify and acknowledge the same.

MERGED PARTNERSHIP:

CHANNELSIDE BUILDING, LTD.

By: CHANNELSIDE BUILDING, INC.,
its General Partner

By: William E. Ware
William E. Ware, Its President

ATTEST:

Jack L. Edgman
Its Secretary

SURVIVING COMPANY:

VENTANA TAMPA, LLC

By: CHANNELSIDE BUILDING, INC.,
its Manager

By: William E. Ware
William E. Ware, Its President

ATTEST:

Jack L. Edgman
Its Secretary