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Division of Corporations

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE
LEWIS PROPERTIES OF JACKSONVILLE, LLC

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**ARTICLES AND PLAN OF MERGER
BY AND BETWEEN
LEWIS PROPERTIES OF JACKSONVILLE, INC. AND
LEWIS PROPERTIES OF JACKSONVILLE, LLC,
WITH
LEWIS PROPERTIES OF JACKSONVILLE, LLC
AS THE SURVIVING ENTITY**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THESE ARTICLES AND PLAN OF MERGER (hereinafter this "Agreement") are made and entered into this 27th day of August, 2004, by and between LEWIS PROPERTIES OF JACKSONVILLE, INC., a Florida corporation, and LEWIS PROPERTIES OF JACKSONVILLE, LLC, a Florida limited liability company, with their principal offices located at 2916 University Boulevard West, Suite 200, Jacksonville, Florida 32217. In this Agreement, Lewis Properties of Jacksonville, Inc. and Lewis Properties of Jacksonville, LLC are sometimes collectively referred to as the "Constituent Entities" and individually as a "Constituent Entity." Lewis Properties of Jacksonville, LLC may also be referred to as the "Surviving Entity," and Lewis Properties of Jacksonville, Inc. may be referred to as the "Disappearing Entity."

WITNESSETH:

WHEREAS, the Board of Directors of Lewis Properties of Jacksonville, Inc. and the manager of Lewis Properties of Jacksonville, LLC deem it advisable and generally for the welfare of the Constituent Entities that the Disappearing Entity be merged with and into the Surviving Entity, as authorized by Florida Statutes, all pursuant to the terms and conditions set forth in this Agreement (the "Merger").

NOW, THEREFORE, the Constituent Entities, between themselves, and in consideration of the mutual covenants, agreements and provisions contained below, have agreed to merge the Disappearing Entity into the Surviving Entity, pursuant to the laws of the State of Florida and do hereby agree upon and prescribe the terms and conditions of the Merger in the following Articles and Plan of Merger:

ARTICLE I
Constituent Entities

The Constituent Entities are:

(a) LEWIS PROPERTIES OF JACKSONVILLE, INC., a corporation duly organized and validly existing under the laws of the State of Florida, by its Articles of Incorporation which were filed with the Department of State of the State of Florida on March 22, 1989 under the name "Lewis and Luther, Inc.," which has an authorized capitalization consisting of 5,000 shares of Class A common stock, with a par value of \$1.00 per share, of which 500 shares of Class A common stock are presently issued and outstanding, and 5,000 shares of Class B common stock, with a par value of \$1.00 per share, of which 578 shares of Class B common stock are presently issued and outstanding, which shall be the Disappearing Entity.

(b) LEWIS PROPERTIES OF JACKSONVILLE, LLC, a Florida limited liability company, validly existing under the laws of the State of Florida, by its Articles of Organization,

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which were filed with the Department of State of the State of Florida, on August 27, 2004, which is a manager-managed company having one manager.

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ARTICLE II
Merger

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

On the effective date of the Merger, the Disappearing Entity shall be merged with and into the Surviving Entity. Upon the approval of this Agreement by the Secretary of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida, this Agreement shall be filed with the Secretary of State of the State of Florida. The Merger shall be effective and the separate existence of the Disappearing Entity shall cease (except as continued by statute) as of September 10, 2004 (the "Effective Date"). Lewis Properties of Jacksonville, LLC shall be the Surviving Entity in the Merger.

ARTICLE III
Articles of Organization

The Articles of Organization of the Surviving Entity as in effect immediately prior to the effective date of the Merger shall remain in full force and effect as the Articles of Organization of the Surviving Entity after the Merger.

ARTICLE IV
Conversion of Outstanding Stock Into Interests

The mode of carrying the Merger into effect and the manner and basis of converting the shares of the Disappearing Entity into membership interests of the Surviving Entity are as follows:

(a) Immediately upon the effective date of this Merger, each issued and outstanding share of common stock of the Disappearing Entity, par value \$1.00 per share, shall on the effective date of the Merger, without further action on the part of the holder thereof, automatically become, and be converted into a percentage interest of .0918367% in the Surviving Entity, and each outstanding certificate representing shares of common stock of the Disappearing Entity shall thereupon be deemed for all purposes to evidence the ownership of fully paid, nonassessable membership interests of the Surviving Entity into which such shares of common stock of the Disappearing Entity have been converted.

(b) As soon as practicable after the effective date of the Merger, each holder of a certificate or certificates representing outstanding shares of common stock of the Disappearing Entity shall be entitled, upon surrender of such certificate or certificates, to receive in exchange therefore a certificate or certificates representing the membership interests of the Surviving Entity into which such shares of the capital stock of the Disappearing Entity have been converted pursuant to this Article, with the Operating Agreement amended accordingly.

(c) Until surrendered, each outstanding certificate, which, prior to the effective date of the Merger, represented shares of the Disappearing Entity shall be deemed for all purposes other than the payment of dividends or other distributions to evidence ownership of the membership interests of the Surviving Entity into which it was converted, and no distribution payable to

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members of the Surviving Entity as of the date subsequent to the effective date of the Merger shall be paid to the holders of outstanding certificates theretofore representing shares of the Disappearing Entity; provided, however, that upon the surrender and exchange of such outstanding certificates, there shall be paid to the record holders of membership interests issued in exchange therefor the amount, without interest thereon, of distributions which would have been payable with respect to the membership interests represented thereby.

ARTICLE V
Terms and Conditions

Additional terms and conditions of the Merger are as follows:

(a) The Operating Agreement of the Surviving Entity in effect on the Effective Date of the Merger shall continue to be the Operating Agreement of the Surviving Entity.

(b) The name and mailing address of the Manager of the Surviving Entity, who shall remain as the Manager of the Surviving Entity after the Merger, are:

Patricia A. Lewis
P.O. Box 23845
Jacksonville, Florida 32241

(c) The principal office of the Surviving Entity shall be 2916 University Boulevard West, Suite 200, Jacksonville, Florida 32217. The mailing address of the principal office of the Surviving Entity shall be P.O. Box 23845, Jacksonville, Florida 32241. The name and address of the Registered Agent shall be:

Mary A. Robison
One Independent Drive, Suite 2600
Jacksonville, Florida 32202

(d) If at any time the Surviving Entity shall consider or be advised that any further assignments or assurances in law are necessary or desirable to vest in the Surviving Entity, according to the terms hereof, the title to any property or rights of the Disappearing Entity, the proper officers and directors of the Disappearing Entity, or the Manager of the Surviving Entity, shall execute and make all such property assignments and assurances and do all things necessary or appropriate to vest title in such property or rights in the Surviving Entity, or otherwise to carry out the intent or accomplish the purposes of this Agreement.

ARTICLE VI
Effect of Merger

Upon this Merger becoming effective, the separate existence of the Disappearing Entity, except insofar as it may be continued by statute, shall cease. Upon this Merger becoming effective, the Surviving Entity shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, powers and franchises for a public as well as a private nature, and be subject to all restrictions, disabilities, and duties of the Disappearing Entity, and all the rights, privileges, immunities, powers and franchises of the Disappearing

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Entity and all property, real, personal and mixed, and all debts due to the said Disappearing Entity on whatever account, for stock subscriptions as well as for all other things in action or belonging to the Disappearing Entity, shall be vested in the Surviving Entity; all assets (tangible, intangible, personal, real or otherwise), property, rights, privileges, immunities, powers and franchises, and every other interest shall be the property of the Surviving Entity, and the title to any real estate vested by deed or otherwise in the Disappearing Entity shall not revert to be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of said Disappearing Entity shall be preserved, unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities, obligations and duties of the Constituent Entities, attach to and be assumed by the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Entity.

ARTICLE VII**Date of Authorization of Merger**

The Board of Directors of the Disappearing Entity met, and by resolution adopted by a unanimous vote of the members of such board approved the Plan of Merger set forth in these Articles.

The Plan of Merger thereafter was submitted to a vote at a meeting of the shareholders of the Disappearing Entity, and at such meeting the following votes were recorded:

Entity	Number of Shares Outstanding	Number Voting for Plan	Number Voting Against Plan
Lewis Properties of Jacksonville, Inc.	1,078	1,078	-0-

The Manager of the Surviving Entity, in writing, has approved the Plan of Merger set forth in these Articles.

The Plan of Merger was submitted to a vote of the members of the Surviving Entity, and at the following votes were recorded:

Entity	Membership Interests	Percentage Voting for Plan	Percentage Voting Against Plan
Lewis Properties of Jacksonville, LLC	100%	100%	-0%-

ARTICLE VII**Compliance With Legal Requirements**

All provisions of the laws of the State of Florida applicable to the Merger have been or will have been complied with upon the filing and recording of this Agreement with the Secretary of State of the State of Florida.

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IN WITNESS WHEREOF, the Constituent Entities have caused these Articles and Plan of Merger to be executed on their behalf by their authorized officers or managers, as applicable, and adopted this 27th day of August, 2004, effective the 10th day of September, 2004.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATE SEAL

LEWIS PROPERTIES OF
JACKSONVILLE, INC.

ATTEST:

By: Patricia A. Lewis
Patricia A. Lewis, PresidentPatricia A. Lewis
Secretary or Assistant SecretaryLEWIS PROPERTIES OF
JACKSONVILLE, LLCBy: Patricia A. Lewis
Patricia A. Lewis, ManagerState of FLORIDACounty of DUVAL

I, John S. Ball, a Notary Public, do hereby certify that on August 27, 2004 personally appeared before me Patricia A. Lewis, who being by me first duly sworn, declared that she is the President of Lewis Properties of Jacksonville, Inc., that she signed the foregoing documents as President of the corporation, and that the statements therein contained are true.

(Notary Seal or Stamp)



John S. Ball
Commission # DD288160
Expires December 20, 2006
Bonded Tax Preparer Insurance etc. (200-365-771)

John S. Ball
Notary PublicMy commission expires _____
My County of Commission _____

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State of FLORIDA

County of DAVAL

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I, John S. Ball, a Notary Public, do hereby certify that on August 27, 2004 personally appeared before me Patricia A. Lewis who being by me first duly sworn, declared that she is the Manager of Lewis Properties of Jacksonville, LLC, that she signed the foregoing documents as manager of the company, and that the statements therein contained are true.

(Notary Seal or Stamp)



John S. Ball
Commission # DD298180
Expires December 20, 2007
Bonded, Troy-Palm Insurance, Inc. 888-346-7010

John S. Ball
Notary Public

My commission expires _____
My County of Commission _____

65733

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