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DEAN MEAD ORLANDO

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MERGER OR SHARE EXCHANGE

Regency Suites I, LLC

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Florida Dept of State 0002



January 12, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

REGENCY SUITES I, LLC
7751 KINGSPONTE PARKWAY, STE. 124
ORLANDO, FL 32819

SUBJECT: REGENCY SUITES I, LLC
REF: L04000090101

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ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Section 608.4382, Florida Statutes.

FIRST: The exact name, street address of the 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>
Regency Suites II, LLC 7751 Kingspointe Parkway, Suite 124 Orlando, Florida 32819 Florida Document Number: L04000090100	Florida	limited liability company

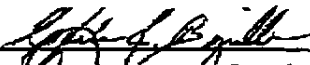


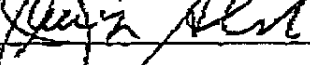
SECOND: The exact name, street address of the principal office, jurisdiction and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Regency Suites I, LLC 7751 Kingspointe Parkway, Suite 124 Orlando, Florida 32819 Florida Document Number: L04000090101	Florida	limited liability company

THIRD: The attached Plan of Merger meets the requirements of Section 608.438, Florida Statutes, and was approved by the merging party in accordance with Chapter 608, Florida Statutes, and was approved by the surviving party in accordance with Chapter 608, Florida Statutes.

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

FIFTH: Signatures for each party:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Regency Suites II, LLC	By: 	Carlos J. Bonilla, Manager
	By: 	Joel K. Slater, Manager
Regency Suites I, LLC	By: 	Carlos J. Bonilla, Manager
	By: 	Joel K. Slater, Manager

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AGREEMENT AND PLAN OF MERGER
OF REGENCY SUITES II, LLC
WITH AND INTO REGENCY SUITES I, LLC

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is entered into this 28th day of November, 2005, by and between REGENCY SUITES II, LLC, a Florida limited liability company ("Regency II"), and REGENCY SUITES I, LLC, a Florida limited liability company ("Regency I").

RECITALS

WHEREAS, all of the Members of Regency II have resolved that Regency II shall be merged, pursuant to Section 608.438 of the Florida Statutes, with and into Regency I, which limited liability company will be the "Surviving Entity."

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree in accordance with the Florida Limited Liability Company Act with the following terms and conditions:

1. **Recitals.** The recitals as set forth above are true and correct and are hereby incorporated herein by reference.

2. **Merger.** The Members of Regency II hereby agree that Regency II, at the Effective Date (as hereinafter defined), shall be merged with and into Regency I (the "Merger").

3. **Effects of Merger.**

3.1 **Certain Effects of Merger.** On the Effective Date, the separate existence of Regency II shall cease and Regency II shall be merged with and into Regency I which, as the Surviving Entity, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and be subject to all restrictions, disabilities and duties of Regency II and all and singular, the rights, privileges, powers and franchises of Regency II, and all property, real, personal and mixed, and all debts due to Regency II on whatever account, and all other things in action or belonging to Regency II, shall be vested in Regency I, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of Regency I as they were of Regency II, and the title to any real estate vested by deed or otherwise under the laws of the State of Florida or any other jurisdiction in Regency II shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Regency II shall be preserved unimpaired, and all debts, liabilities and duties of Regency II shall thenceforth attach to Regency I and may be enforced against Regency I to the same extent as if said debts, liabilities and duties had been incurred or contracted by Regency I. At any time, or from time to time, after the Effective Date, any Manager or the last Members of the Surviving Entity may, in the name of Regency II, execute

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and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving Entity may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Entity title to and possession of all of Regency II's property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Name of Surviving Entity; Articles of Organization; Operating Agreement.

4.1 Name of Surviving Entity. The name of the Surviving Entity from and after the Effective Date shall be Regency Suites I, LLC.

4.2 Articles of Organization. The Articles of Organization of Regency I, as in effect on the date hereof, shall from and after the Effective Date be and continue to be the Articles of Organization of the Surviving Entity until changed or amended as provided by law.

4.3 Operating Agreement. The existing operating agreements for Regency I and Regency II, each dated December 17, 2004 (collectively the "Operating Agreement") shall be the Operating Agreement of the Surviving Entity, with the Percentage Interests for the Members as set forth in Section 5 below, until changed or amended, in accordance with the terms thereof.

5. Members' Interests; Capital Accounts.

5.1 The membership interests ("Percentage Interests" as defined in the Operating Agreement) in the Surviving Entity will be as follows:

Five Corners Investors I, LLC	25%
Five Corners Investors II, LLC	25%
CFD-Regency I, LLC	25%
CFD-Regency II, LLC	25%

5.2 The capital accounts of the members of the Surviving Entity will be as determined under the Operating Agreement.

6. Management of Surviving Entity. Management of the Surviving Entity is vested in its Managers. The names and business addresses of such Managers are:

Carlos J. Bonilla	7751 Kingspointe Parkway, Suite 124 Orlando, Florida 32819
Joel K. Slater	7751 Kingspointe Parkway, Suite 124 Orlando, Florida 32819

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7. Miscellaneous.

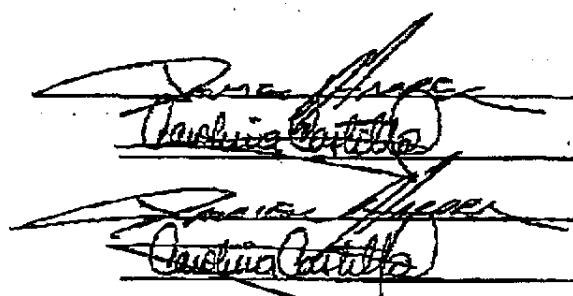
7.1 Termination. This Plan of Merger may be terminated and the proposed Merger may be abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger by the Members of Regency II or the Members of Regency I, if the Members of Regency II or the Members of Regency I duly adopt a resolution abandoning this Plan of Merger.

7.2 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Plan of Merger, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

7.3 Effective Date. The Effective Date of the Merger shall be as of the date of filing of the Articles of Merger with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.

Witnesses:



- REGENCY II:

REGENCY SUITES II, LLC

By: 
Carlos J. Bonilla, Manager

By: 
Joel K. Slater, Manager

REGENCY I:

REGENCY SUITES I, LLC

By: 
Carlos J. Bonilla, Manager

By: 
Joel K. Slater, Manager

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