

L05000071984

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U.S. DEPARTMENT OF JUSTICE

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

NOV 7 2005
TALLAHASSEE, FLORIDA
8:23

CONTACT: KATIE WONSCH

DATE: 11/07/2005

REF. #: 000162.44153

CORP. NAME: TURKEY CREEK PRESERVE, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 514853 FOR \$ 135.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input checked="" type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

**ARTICLES OF MERGER
OF
PALLARDY TURKEY CREEK PRESERVE, LLC,
CARLTON TURKEY CREEK PRESERVE, LLC
AND
DAVIS TURKEY CREEK PRESERVE, LLC
INTO
TURKEY CREEK PRESERVE, LLC**

L03000022213
L03000022540
L03000022214
L05000071984

Pursuant to the provisions of Section 608.4382, Florida Statutes, PALLARDY TURKEY CREEK PRESERVE, LLC ("Pallardy"), a Florida limited liability company, CARLTON TURKEY CREEK PRESERVE, LLC ("Carlton"), a Florida limited liability company, DAVIS TURKEY CREEK PRESERVE, LLC ("Davis"), a Florida limited liability company, and TURKEY CREEK PRESERVE, LLC ("Turkey Creek"), a Florida limited liability company, adopt the following Articles of Merger for the purpose of merging Pallardy, Carlton and Davis into Turkey Creek (the "Merger").

**Article I
Plan of Merger**

The plan of merger for the Merger (the "Plan of Merger") within the meaning of Section 608.438(3), Florida Statutes, is as set forth in Exhibit A to these Articles of Merger, which is incorporated herein and made part of these Articles of Merger for all purposes.

**Article II
Statement of Approval**

The Plan of Merger was approved by Pallardy, Carlton, Davis and Turkey Creek in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

**Article III
Compliance with Laws and Agreements**

The Merger is permitted under the laws of the state of Florida and is not prohibited by the articles of organization or the operating agreement of any limited liability company that is a party to the Merger.

**Article IV
Effective Date**

The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, these Articles of Merger have been executed in accordance with the requirements of Section 608.4382 of the Florida Statutes by the parties as of the 30 day of September, 2005.

Pallardy Turkey Creek Preserve, LLC
a Florida limited liability company

BY: 

Lee F. Pallardy III
Member

Carlton Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____

C. Dennis Carlton, Sr.
Member

Davis Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____

Charles M. Davis, Jr.
Member

Turkey Creek Preserve, LLC
a Florida limited liability company

BY: 

Lee F. Pallardy, Manager

BY: _____

C. Dennis Carlton, Sr. Manager

BY: _____

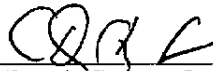
Charles M. Davis, Jr. Manager

IN WITNESS WHEREOF, these Articles of Merger have been executed in accordance with the requirements of Section 608.4382 of the Florida Statutes by the parties as of the 3^d day of September, 2005.

Pallardy Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Lee F. Pallardy III
Member

Carlton Turkey Creek Preserve, LLC
a Florida limited liability company


BY:  _____
C. Dennis Carlton, Sr.
Member

Davis Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Charles M. Davis, Jr.
Member

Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Lee F. Pallardy, Manager

BY:  _____
C. Dennis Carlton, Sr. Manager

BY: _____
Charles M. Davis, Jr. Manager

IN WITNESS WHEREOF, these Articles of Merger have been executed in accordance with the requirements of Section 608.4382 of the Florida Statutes by the parties as of the 30 day of September, 2005.

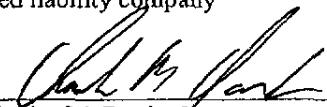
Pallardy Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Lee F. Pallardy III
Member

Carlton Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
C. Dennis Carlton, Sr.
Member

Davis Turkey Creek Preserve, LLC
a Florida limited liability company

BY:  _____
Charles M. Davis, Jr.
Member

Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Lee F. Pallardy, Manager

BY: _____
C. Dennis Carlton, Sr. Manager

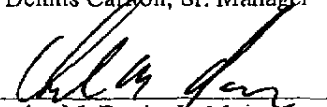
BY:  _____
Charles M. Davis, Jr. Manager

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of September 30, 2005, by and among PALLARDY TURKEY CREEK PRESERVE, LLC ("Pallardy"), a Florida limited liability company, CARLTON TURKEY CREEK PRESERVE, LLC ("Carlton"), a Florida limited liability company, DAVIS TURKEY CREEK PRESERVE, LLC ("Davis"), a Florida limited liability company, and TURKEY CREEK PRESERVE, LLC ("Turkey Creek"), a Florida limited liability company, pursuant to Section 608.438 of the Florida Statutes.

Background

Pallardy, Carlton and Davis were formed as limited liability companies under the laws of the State of Florida on June 18, 2003, and are in good standing. Turkey Creek was formed as a limited liability company on July 21, 2005, and is in good standing. Pallardy, Carlton and Davis are the only members of Turkey Creek. Pursuant to this Agreement, Pallardy, Carlton and Davis (individually a "Merged Company" and collectively the "Merged Companies") will merge with and into Turkey Creek and the separate existence of the Merged Companies will cease (the "Merger"). Turkey Creek will survive and own all of the rights and property and be subject to all of the liabilities of the Merged Companies.

The purpose of the Merger is to consolidate the holding of certain real property, currently held in equal undivided tenant-in-common interests by the Merged Companies, into a single entity, Turkey Creek. Immediately after the Merger, each member of each of the Merged Companies will own a membership interest in Turkey Creek with the same relative economic rights with respect to the real property as it possessed by virtue of its interest in the respective Merged Company. Each member's respective indirect economic interest in the real property will therefore not change as a result of this Merger.

Operative Terms

1. **Parties to the Merger.** The name of each limited liability company that is a party to the Merger and the jurisdiction of formation are as follows:

Name	Jurisdiction of Formation	Entity Type	Florida Document/Registration No.
Pallardy Turkey Creek Preserve, LLC	Florida	Limited Liability Company	L03000022213
Carlton Turkey Creek Preserve, LLC	Florida	Limited Liability Company	L03000022540
Davis Turkey Creek Preserve, LLC	Florida	Limited Liability Company	L03000022214
Turkey Creek Preserve, LLC	Florida	Limited Liability Company	L05000071984

2. Merger. Upon the terms set forth in this Agreement, and in accordance with the Florida Limited Liability Act ("FLLA"), at the Effective Time (as defined in Section 4 below), Pallardy, Carlton and Davis shall be merged with and into Turkey Creek. Following the Effective Time, the separate existence of each of Pallardy, Carlton and Davis shall cease and Turkey Creek shall continue as the surviving entity in the merger (the "Surviving Entity") and will succeed to and assume all rights and obligations of each of Pallardy, Carlton and Davis in accordance with the FLLA. Except as provided herein, the separate existence of Turkey Creek with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger will have the effects specified in Section 608.4383 of the FLLA.

3. Name and Address of Managers. The name and business address of the managers of the Surviving Entity are as follows:

Name of Managers	Business Address
Lee F. Pallardy III	609 East Jackson Street, Suite 200 Tampa, Florida 33602
C. Dennis Carlton	7414 Commerce Street Riverview, Florida 33569
Charles M. Davis, Jr.	4890 West Kennedy Blvd., Suite 500 Tampa, Florida 33609

4. Effective Time. Turkey Creek will cause Articles of Merger (the "Articles of Merger") to be executed as provided in Section 608.4382 of the FLLA and delivered to the Department of State of the State of Florida. The Merger shall be effective upon the filing of the Articles of Merger with the Secretary of State of Florida (the "Effective Time").

5. Effect of the Merger. At the Effective Time, as a result of the Merger and without any action on the part of any of Pallardy, Carlton, Davis or Turkey Creek or their respective members:

- (a) For each Merged Company, the membership interests of the Merged Company shall be converted into membership interests of the Surviving Entity representing one-third of the issued and outstanding membership interests of the Surviving Entity, with each member of the Merged Company receiving its proportionate share in such one-third interest that is equal to its proportionate share of the issued and outstanding membership interests of the Merged Company immediately prior to the Effective Time; and
- (b) Each outstanding membership interest of Turkey Creek that is owned by Pallardy, Carlton and Davis immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to be issued, without payment of any consideration therefore and shall cease to exist.

6. No Further Ownership Rights in Merged Companies. All membership interests in the Surviving Entity issued in accordance with the terms of Section 5 shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the membership interests of the Merged Company to

which such converted membership interests related. Following the Effective Time, there shall be no further registration of transfers on the membership interest transfer books of the Surviving Entity of the membership interests of the Merged Companies that were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates of membership interests of any of the Merged Companies are presented to the Surviving Entity, they shall be canceled and exchanged as provided in Section 5, except as otherwise provided by law.

7. Filing of Certified Articles of Merger. Turkey Creek shall cause a copy of the Articles of Merger which has been certified by the Florida Department of State to be filed in the recording office of each county in which real property is held by any of the Merged Companies immediately prior to the Effective Time.

8. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

9. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

10. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

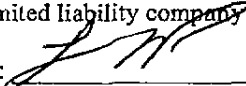
11. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

12. Further Assurances. The parties shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been approved by each limited liability company that is a party to the merger in accordance with the requirements of Section 608.4381 of the Florida Statutes as of September 30, 2005.

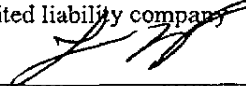
Turkey Creek Preserve, LLC
a Florida limited liability company

BY: 
Lee F. Pallardy III, as Manager

BY: _____
C. Dennis Carlton, Sr. as Manager

BY: _____
Charles M. Davis, Jr. as Manager

Pallardy Turkey Creek Preserve, LLC
a Florida limited liability company

BY: 
Lee F. Pallardy III, Member

Carlton Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
C. Dennis Carlton, Sr., Member

Davis Turkey Creek, LLC
a Florida limited liability company

BY: _____
Charles M. Davis, Jr., Member

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been approved by each limited liability company that is a party to the merger in accordance with the requirements of Section 608.4381 of the Florida Statutes as of September 30, 2005.

Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Lee F. Pallardy III, as Manager

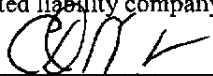
BY:  _____
C. Dennis Carlton, Sr. as Manager

BY: _____
Charles M. Davis, Jr. as Manager

Pallardy Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Lee F. Pallardy III, Member

Carlton Turkey Creek Preserve, LLC
a Florida limited liability company

BY:  _____
C. Dennis Carlton, Sr., Member

Davis Turkey Creek, LLC
a Florida limited liability company

BY: _____
Charles M. Davis, Jr., Member

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been approved by each limited liability company that is a party to the merger in accordance with the requirements of Section 608.4381 of the Florida Statutes as of September 30, 2005.

Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Lee F. Pallardy III, as Manager

BY: _____
C. Dennis Carlton, Sr. as Manager

BY: _____
Charles M. Davis, Jr. as Manager

Pallardy Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
Lee F. Pallardy III, Member

Carlton Turkey Creek Preserve, LLC
a Florida limited liability company

BY: _____
C. Dennis Carlton, Sr., Member

Davis Turkey Creek, LLC
a Florida limited liability company

BY: _____
Charles M. Davis, Jr., Member