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Division of Corporations

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LOS-000090896

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MERGER OR SHARE EXCHANGE

3 JS, LLC

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ARTICLES OF MERGER  
of  
3 J'S LAND DEVELOPMENT, LTD.  
(a Florida limited partnership)  
with and into  
3 J'S, LLC  
(a Florida limited liability company)

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Pursuant Section 608.438, Florida Statutes, 3 J'S Land Development, Ltd., a Florida limited partnership (the "Partnership"), and 3 J'S, LLC, a Florida limited liability company ("the "LLC"), submit these Articles of Merger:

1. A copy of the Agreement and Plan of Merger (the "Plan") with respect to the merger of the Partnership with and into the LLC is attached to these Articles of Merger as Exhibit "A" and is specifically incorporated herein by this reference.
2. The effective date of the merger shall be November 2, 2005.
3. The Plan was approved by the Partnership in accordance with the applicable provisions of Chapter 620, Florida Statutes.
4. The Plan was approved by the LLC in accordance with the applicable provisions of Chapter 608, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names this 2nd day of November 2005.

3 J'S LAND DEVELOPMENT, LTD.

3 J'S, LLC

James H. Miller  
James H. Miller, General Partner

Jeanette H. Miller  
Jeanette H. Miller, Managing  
Member

Jeanette H. Miller  
Jeanette H. Miller, General Partner

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**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**  
**of**  
**3 J'S LAND DEVELOPMENT, LTD.**  
**(a Florida limited partnership)**  
**with and into**  
**3 J'S, LLC**  
**(a Florida limited liability company)**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into this 2<sup>nd</sup> day of November, 2005, by and between **3 J'S LAND DEVELOPMENT, LTD.**, a Florida limited partnership ("PARTNERSHIP") and **3 J'S, LLC**, a Florida limited liability company ("LLC") (PARTNERSHIP and LLC hereinafter collectively referred to as the "Entities").

**WITNESSETH:**

**WHEREAS**, PARTNERSHIP is a limited partnership organized and existing under the laws of the State of Florida, with its principal office at 7316 Masterson Lane, Tallahassee, Florida 32311;

**WHEREAS**, LLC is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 7316 Masterson Lane, Tallahassee, Florida 32311;

**WHEREAS**, James H. Miller and Jeanette H. Miller are the general partners, James H. Miller, Jr. is a limited partner of PARTNERSHIP and James H. Miller and Jeanette H. Miller, as tenants by the entirety and James H. Miller, Jr. are members of LLC;

**WHEREAS**, the laws of the State of Florida permit a merger of a limited partnership with and into a limited liability company; and

**WHEREAS**, the respective general partners and members of each of the Entities have deemed it advisable to merge PARTNERSHIP with and into LLC (the "Merger"), and have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the States of Florida.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Entities have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

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### ARTICLE I

On the Effective Date, as defined in Article IX below, the Merger shall become effective, at which time the separate existence of PARTNERSHIP shall cease and PARTNERSHIP shall be merged, pursuant to Section 608.438, Florida Statutes (2005), with and into the LLC, which shall continue its existence as a Florida limited liability company and be the limited liability company surviving the Merger (the "Surviving Limited Liability Company").

### ARTICLE II

The Surviving Limited Liability Company shall be governed by the laws of the State of Florida. On the Effective Date, the Operating Agreement of the LLC and the Articles of Organization of the LLC as filed with the Secretary of State of the State of Florida shall be the Operating Agreement and the Articles of Organization of the Surviving Limited Liability Company until further amended in the manner provided by law.

### ARTICLE III

On the Effective Date, the Managing Member of the Surviving Limited Liability Company will be Jeanette H. Miller, 7316 Masterson Lane, Tallahassee, Florida 32311.

### ARTICLE IV

The manner of carrying into effect the Merger shall be as follows:

1. On the Effective Date, the general and limited partnership interests in PARTNERSHIP shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto.
2. The limited liability company interests in the LLC shall remain issued and outstanding after the Effective Date. After the Effective Date, the ownership of the limited liability company interests in the LLC shall be as follows:

#### Class A Units:

James H. Miller and Jeanette	
H. Miller, as tenants by the entireties:	2 units
James H. Miller, Jr.:	1 unit

#### Class B Units:

James H. Miller and Jeanette	
H. Miller, as tenants by the entireties:	64 2/3 units
James H. Miller, Jr.:	32 1/3 units

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TALLAHASSEE, FLORIDA

**ARTICLE V**

At such time as the Merger becomes effective, title to all of the assets of PARTNERSHIP shall be vested in LLC without reversion or impairment and LLC shall thenceforth be responsible for all of the liabilities and obligations of PARTNERSHIP. Any proceeding pending against PARTNERSHIP may be continued as if the merger did not occur or the Surviving Limited Liability Company may be substituted in its place.

**ARTICLE VI**

Prior to and from and after the Effective Date, the Entities shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Limited Liability Company shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said Surviving Limited Liability Company, according to the terms hereof, the title to any property or rights of PARTNERSHIP, the last acting general partners of PARTNERSHIP, or the Managing Member of the Surviving Limited Liability Company, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Limited Liability Company, and otherwise to carry out the purposes of this Agreement.

**ARTICLE VII**

On the Effective Date (defined below), all of the assets, liabilities, reserves and accounts of the Entities shall be recorded on the books of the Surviving Limited Liability Company at the amounts at which they, respectively, shall then be carried on the books of said Entities, subject to such adjustments or eliminations of inter-company items as may be appropriate giving effect to the Merger.

**ARTICLE VIII**

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Entities by appropriate resolution of any of the limited partners and general partners of the PARTNERSHIP or by the members of the LLC at any time prior to the Effective Date (defined below) of the Merger.

**ARTICLE IX**

This Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the State of Florida. The Merger shall become effective as of November 2, 2005 (the "Effective Date").

**ARTICLE X**

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

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IN WITNESS WHEREOF, the PARTNERSHIP has caused this Agreement to be signed in its name by its duly authorized general partners as of the date first above written and the LLC has caused this Agreement to be signed in its name by its duly authorized managing member as of the date first above written.

3 J'S LAND DEVELOPMENT, LTD.

James H. Miller  
James H. Miller, general partner

Joanette H. Miller  
Joanette H. Miller, general partner

3 J'S, LLC

Joanette H. Miller  
Joanette H. Miller, managing member

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