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Division of Corporations

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Florida Department of State
Division of Corporations
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2006 JUL 13 AM 05

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MERGER OR SHARE EXCHANGE

Sharadan Jule Palms, LLC

Certificate of Status	0
Certified Copy	1
Page Count	02 13
Estimated Charge	\$271.25

\$155.00

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Florida Dept of State



July 13, 2006

FLORIDA DEPARTMENT OF STATE
Division of CorporationsSHARADAN JULE PALMS, LLC
2 SOUTH BISCAYNE BOULEVARD, SUITE 3400
MIAMI, FL 33131SUBJECT: SHARADAN JULE PALMS, LLC
REF: L05000099332FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The articles of merger must meet the requirements of section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

The plan of merger must be attached/included.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Document SpecialistFAX Aud. #: H06000178787
Letter Number: 206A00045075

P.O. BOX 6327 - Tallahassee, Florida 32314

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FAX AUDIT NO.: H06000178787

CERTIFICATE OF MERGER
Merging

SJP-SW LLC,
a Florida limited liability company

SJP-PE LLC,
a Florida limited liability company

SJP-MS LLC,
a Florida limited liability company

and

SJP-DW LLC,
a Florida limited liability company

with and into

SHARADAN JULE PALMS, LLC
a Florida limited liability company

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In accordance with the provisions of Section 608.438 and other applicable provisions of the Florida Limited Liability Company Act (the "Act"), SJP-SW LLC, a Florida limited liability company ("SJP-SW"), SJP-PE LLC, a Florida limited liability company ("SJP-PE"), SJP-MS LLC, a Florida limited liability company ("SJP-MS"), SJP-DW LLC, a Florida limited liability company ("SJP-DW") and SHARADAN JULE PALMS, LLC, a Florida limited liability company ("SHARADAN JULE"), do hereby adopt the following for the purpose of merging SJP-SW, SJP-PE and SJP-MS, SJP-DW with and into SHARADAN JULE PALMS, LLC.

1. The name and jurisdiction of formation or organization of each of the entities to merge is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>
SJP-SW LLC	Florida	L06000041737
SJP-PE LLC	Florida	L06000043282
SJP-MS LLC	Florida	L06000048570
SJP-DW LLC	Florida	L06000049130
SHARADAN JULE PALMS, LLC	Florida	L05000099332

2. An agreement of merger (the "Merger Agreement") has been approved, and executed by each of SJP-SW, SJP-PE, SJP-MS, SJP-DW and SHARADAN JULE.

3. The name of the surviving entity shall be SHARADAN JULE PALMS, LLC.

4. The merger shall be effective on July 12, 2006.

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5. The Merger Agreement is on file at the following place of business of SHARADAN JULE PALMS, LLC, 2 South Biscayne Boulevard, Suite 3400, Miami, FL 33131.

6. A copy of the Merger Agreement will be furnished by SHARADAN JULE PALMS, LLC, the surviving limited liability company, on request and without cost, to any member of SJP-SW, SJP-PE or SJP-MS, SJP-DW or to any member of SHARADAN JULE PALMS, LLC.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 12th day of July, 2006, and is being filed in accordance with Sections 608.438, *et seq.* of the Act by the manager of SHARADAN JULE, and the members of SJP-SW, SJP-PE, SJP-MS and SJP-DW.

SHARADAN JULE PALMS, LLC,
a Florida limited liability company

By: Michelle Sanderson

Name: Michelle Sanderson
Title: Manager

SJP-SW LLC
a Florida limited liability company

By: Michelle Sanderson

Michelle Sanderson, Manager

SJP-PE LLC
a Florida limited liability company

By: Michelle Sanderson

Michelle Sanderson, Manager

SJP-MS LLC
a Florida limited liability company

By: Michelle Sanderson

Michelle Sanderson, Manager

SJP-DW LLC
a Florida limited liability company

By: Michelle Sanderson

Michelle Sanderson, Manager

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FLORIDA

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AGREEMENT OF MERGER OF

SJP-SW LLC;

SJP-PE LLC;

SJP-DW LLC;

SJP-MS LLC

with and into

SHARADAN JULE PALMS, LLC

Dated July 12, 2006

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AGREEMENT OF MERGER

AGREEMENT OF MERGER (this "Agreement") dated as of JULY 12, 2006 (the "**Effective Date**"), by and among:

- (i) SJP-SW LLC, a Florida limited liability company ("**SJP-SW**");
- (ii) SJP-PE LLC, a Florida limited liability company ("**SJP-PE**");
- (iii) SJP-MS LLC, a Florida limited liability company ("**SJP-MS**");
- (iv) SJP-DW LLC, a Florida limited liability company ("**SJP-DW**"); and
- (v) **SHARADAN JULE PALMS, LLC**, a Florida limited liability company ("**Company**").

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TALLAHASSEE, FLORIDA

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SJP-SW, SJP-PE, SJP-MS, SJP-DW and the Company are individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITATIONS

WHEREAS, each of SJP-SW, SJP-PE, SJP-MS and SJP-DW are the owners of certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof and located in Polk County, Florida;

WHEREAS, SJP-SW, SJP-PE, SJP-MS, SJP-DW and the Company desire to consummate a business combination in a transaction whereby, upon the terms and subject to the conditions set forth in this Agreement, each of SJP-SW, SJP-PE, SJP-MS and SJP-DW will merge with and into the Company (the "**Merger**"), the membership interests in each of SJP-SW, SJP-PE, SJP-MS and SJP-DW ("**Membership Interests**") will be converted into the right to receive the Merger Consideration (as defined below), and the Company will be the surviving entity in the Merger;

WHEREAS, Sara G. Wheeler as Trustee of the Sara G. Wheeler Living Trust, as the sole member of SJP-SW has determined and resolved that the Merger and all of the transactions contemplated by this Agreement are in its best interest and the interests of SJP-SW, and that the Merger is fair and advisable, and has approved this Agreement in accordance with the Florida Limited Liability Company Act, as amended (the "**Act**");

WHEREAS, Palmer Evans, as the sole member of SJP-PE, has determined and resolved that the Merger and all of the transactions contemplated by this Agreement are in his best interest and the best interests of SJP-PE, and that the Merger is fair and advisable, and has approved this Agreement in accordance with the Act;

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WHEREAS, Michelle Sanderson, as the sole member of SJP-MS, has determined and resolved that the Merger and all of the transactions contemplated by this Agreement are in her best interests and the best interests of SJP-MS, and that the Merger is fair and advisable, and has approved this Agreement in accordance with the Act;

WHEREAS, Dan Wheeler, as the sole member of SJP-DW, has determined and resolved that the Merger and all of the transactions contemplated by this Agreement are in his best interests and the best interests of SJP-DW, and that the Merger is fair and advisable, and has approved this Agreement in accordance with the Act;

WHEREAS, the Manager and Members of the Company have unanimously determined and resolved that the Merger and all of the transactions contemplated by this Agreement are in the best interest of the Company and the Manager and Members have adopted this Agreement in accordance with the Act.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound do hereby agree as follows:

1. The Merger

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Act, at the Effective Time (as defined below), SJP-SW, SJP-PE, SJP-MS and SJP-DW shall be merged with and into the Company and the Company shall be the surviving entity in the Merger (the "Surviving Entity") and, as such, the Company shall continue its limited liability company existence under the laws of the State of Florida, and the separate limited liability company existence of each of SJP-SW, SJP-PE, SJP-MS and SJP-DW thereupon shall cease.

1.2 Closing. Subject to the satisfaction or, to the extent permitted by applicable law, waiver of the conditions to consummation of the Merger contained in Section 7 hereof, the closing of the Merger (the "Closing") shall take place at 10:00 a.m., Miami, FL time, on July 12, 2006 (the "Closing Date"), unless another time or date is agreed to by the parties hereto. The Closing will be held at the offices of the Company's counsel, or at such other location as is agreed to by the Parties.

1.3 Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing the parties shall cause the Merger to be consummated by filing with the Secretary of State of the State of Florida (the "Secretary") a certificate of merger in form and substance acceptable to the parties hereto (the "Certificate of Merger") duly executed and so filed in accordance with the Act and shall make all other filings and recordings required under the Act to effectuate the Merger and the transactions contemplated by this Agreement. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary, or at such subsequent date or time as the Parties mutually shall agree and specify in the Certificate of Merger (the time the Merger becomes so effective being hereinafter referred to as the "Effective Time"). To the extent required under provisions of the Act, the parties shall

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also execute and deliver a plan of merger ("the Plan of Merger") in form and substance acceptable to the parties hereto. The parties shall cooperate with each other and take all commercially reasonable action to pre-position and/or pre-clear the Certificate of Merger with the Secretary of State of Florida so that the Certificate of Merger is accepted and becomes effective on the Closing Date.

1.4 Effects of the Merger. The Merger shall have the effects set forth in the Act.

1.5 Articles of Organization and Operating Agreement of the Surviving Limited Liability Company. The articles of organization of the Company shall be the articles of organization of the Surviving Entity until thereafter amended or restated as provided therein or by applicable law. The Operating Agreement of the Company in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Entity until thereafter amended or restated as provided therein or by applicable law.

2. Merger Consideration

2.1 Merger Consideration. At the Effective Time, by virtue of the Merger and without any action on the part of SJP-SW, SJP-PE, SJP-MS, SJP-DW or the Company, the membership interests of each of the members of SJP-SW, SJP-PE, SJP-MS and SJP-DW shall be converted into membership interests in the Company such that following the Effective Date the respective membership interests in the Company shall be as follows:

<u>Member</u>	<u>Percentage Interest</u>
Sara G. Wheeler, Trustee of The Sara G. Wheeler Living Trust	58.78%
Palmer Evans	13.74%
Michelle Sanderson	13.74%
Dan Wheeler	13.74%

2.2 Cancellation of Membership Interests. At the Closing, each member of SJP-SW, SJP-PE, SJP-MS and SJP-DW, respectively, shall surrender to the Company all certificates evidencing Membership Interests, if any, in proper form for cancellation, and upon such surrender shall be entitled to receive in exchange therefor the Merger Consideration. At the Closing, the Membership Interests in each of SJP-SW, SJP-PE, SJP-MS and SJP-DW shall forthwith be cancelled. Without limiting the generality of the foregoing (and notwithstanding any other provisions of this Agreement), no interest shall be paid or accrued in respect of any of the Merger Consideration. Until cancelled in accordance with this Section 3.2, the Membership Interests in each of SJP-SW, SJP-PE, SJP-MS and SJP-DW shall be deemed at all times from and after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration.

2.3 Intended Tax Consequences of Merger. For Florida documentary stamp tax purposes, the Parties intend that the Merger be treated as a merger of SJP-SW, SJP-PE, SJP-MS and SJP-DW with and into the Company, with the Company owning all of the real and personal property of the Company by operation of law and without need for further documents or

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instruments of conveyance. For federal income tax purposes, the Parties understand that the Merger is intended to be treated as a contribution to capital of a partnership.

3. **Notices.** All notices, consents, waivers or approvals which are required or permitted under this Agreement must be in writing to be effective and shall be deemed to have been given, delivered or made, as the case may be, (i) when delivered by personal delivery, (ii) one business day after having been deposited with an expedited, overnight courier service for next day delivery (such as by way of example but not limitation, U.S. Express Mail or Federal Express), or (iii) when transmitted by fax provided the sending machine prints a confirmation of transmission, and in any event, addressed to the Party to whom notice is intended to be given at the address set forth in Exhibit B attached hereto.

Any Party may change the address to which its notices are sent by giving the other Party prior notice of any such change in the manner provided in this Section, but notice of change of address is effective only upon receipt.

4. **Assignability.** This Agreement may not be assigned by any Party, without the prior written consent of the other Parties which consent may be arbitrarily withheld in their sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and permitted assigns of the Parties. Upon any such assignment, such assignee shall succeed to all of the rights and assume all of the obligations of the assignor.

5. **Counterparts; Captions.** This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not control or affect the construction to be given any of the provisions in this Agreement and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.

6. **Entire Agreement; Joint and Several.** This Agreement and the Operating Agreement constitute the entire understanding between the Parties. This Agreement may not be modified, changed, discharged or waived orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

7. **Choice of Law; Attorneys' Fees.** This Agreement shall be interpreted in accordance with the laws of the State of Florida with exclusive venue being in Miami-Dade County, Florida. In the event of any dispute under or related to this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees, consultants' fees, paralegals' fees, expert witness fees and costs at all tribunal levels. For purposes of this Section 8, the term "prevailing Party" shall be the party who is entitled to recover costs of suit, whether or not the proceeding is brought to final judgment or award. No sum of attorneys' fees shall be included in any computation of the amount of judgment or award for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

8. **No Third Party Beneficiaries.** The provisions contained in this Agreement are for the sole benefit of the Parties to this Agreement and for the successors and assigns, if any, of the Company and shall not give rise to any rights by or on behalf of anyone other than such Parties.

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9. **Interpretation.** Whenever the context shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. Unless specifically otherwise indicated, whenever any action is to be performed by a Party it shall be performed at such Party's sole cost and expense.

10. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

11. **Time of Essence.** Time is of the essence for each provision of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. Eastern Standard Time on the first business day following the end of the applicable period. All time periods in this Agreement shall be deemed to be in calendar days unless otherwise so stated.

12. **Radon Disclosure.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

13. **Confidentiality.** Except as required in the normal conduct of a Party's business or by law, no Party without the approval of the other Party, during the continuance of the Partnership or after its termination shall at any time during the term of this Agreement or thereafter, divulge to any person not a member of the Partnership, other than its attorneys, accountants, employees, lenders and professional advisors, any confidential information concerning the business of the Partnership or the content of this Agreement or any other contract or agreement entered into by the Partnership. A Party may, however, disclose to third parties the existence of the Partnership and the names of the Partners.

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The Parties have duly executed this Agreement as of the date indicated above.

THE COMPANY:

SJP-SW LLC

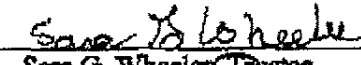
SHARADAN JULE PALMS, LLC

By: Sara G. Wheeler as Trustee of THE SARA
G. WHEELER LIVING TRUST, sole
member

By:


Michelle Sanderson, Manager

By:


Sara G. Wheeler, Trustee
MICHELLE SANDERSON, Manager

SJP-PE LLC

By:

Palmer Evans, Sole Member


MICHELLE SANDERSON, Manager

SJP-MS LLC

By:

Michelle Sanderson, Member


MICHELLE SANDERSON, Manager

SJP-DW LLC

By:

Dan Wheeler, Member


MICHELLE SANDERSON, ManagerEXHIBIT LIST

Exhibit "A" - Real Property Description

Exhibit "B" - Addresses

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FAX AUDIT NO.: H06000178787

The Parties have duly executed this Agreement as of the date indicated above.

THE COMPANY:

SJP-SW LLC

SHARADAN JULE PALMS, LLC

By: Sara G. Wheeler as Trustee of THE SARA
G. WHEELER LIVING TRUST, sole
member

By: _____
Michelle Sanderson, Manager

By: _____
Sara G. Wheeler, Trustee

MICHELLE SANDERSON, Manager

SJP-PE LLC

By: 
Palmer Evans, Sole Member

MICHELLE SANDERSON, Manager

SJP-MS LLC

By: _____
Michelle Sanderson, Member

MICHELLE SANDERSON, Manager

SJP-DW LLC

By: _____
Dan Wheeler, Member

MICHELLE SANDERSON, Manager

EXHIBIT LIST

Exhibit "A" - Real Property Description

Exhibit "B" - Addresses

MIAMI 427812

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EXHIBIT "A"REAL PROPERTY DESCRIPTIONSJP-SW LLC

That portion of the West 1/4 of Section 2, Township 26 South, Range 26 East lying immediately north of Dean Still Road; the South 7/8 of West 1/4 of Section 35, Township 25 South, Range 26 East; the East 1/2 of the Northeast 1/4 of the Northeast 1/4, Section 34 Township 25 South Range 26 East; the East 1/2 of the East 1/2 of the Southeast 1/4 Section 27, Township 25 South Range 26 East; the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4, the South 1/2 of the Southwest 1/4 of the Northeast 1/4, the West 1/2 of the Southeast 1/4 of Section 27 Township 25 South Range 26 East; Northwest 1/4 of Northeast 1/4 and Northeast 1/4 of Northwest 1/4 of Section 34, Township 25 South Range 26 East comprising two tracts of 404 acres, more or less.

SJP-PB LLCParcel 1

The East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4; the East 1/2 of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 35, Township 25, South Range 26 East, comprising a tract of 17 1/2 acres, more or less.

Parcel 2

The West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4; the West 1/2 of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 35, Township 25 South, Range 26 East comprising a tract of 17 1/2 acres more or less.

Parcel 3

The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 25 South, Range 26 East, comprising a tract of 20 acres, more or less.

SJP-MS LLC

An undivided one half interest in:

Parcel 4

The Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4; the East 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 35, Township 25 South Range 26 East, comprising a tract of 35 acres, more or less.

Parcel 5

The South 7/8 of the East 1/2 of the West 1/2 of the Southwest 1/4 of Section 35, Township 25 South, Range 26 East, comprising a tract of 35 acres, more or less.

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Parcel 6

The East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 25 South, Range 26 East, comprising a tract of 40 acres more or less.

SJP-DW LLC

An undivided one half interest in:

Parcel 4

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 25 South Range 26 East, comprising a tract of 35 acres, more or less.

Parcel 5

The South $\frac{7}{8}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 25 South, Range 26 East, comprising a tract of 35 acres, more or less.

Parcel 6

The East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 25 South, Range 26 East, comprising a tract of 40 acres more or less.

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EXHIBIT "B"

ADDRESSES

To the Company: c/o Michelle Sanderson
Gunster Yoakley
2 South Biscayne Boulevard, Suite 3400
Miami, Florida 33131

To SJP-SW: Mrs. Sara G. Wheeler
23371 Blue Water Circle
Boca Raton, Florida 33433

To SJP-PE: Palmer Evans
817 Linden Hall Road
Chattanooga, Tennessee 37415

To SJP-MS: Michelle Sanderson, CLA
Gunster Yoakley
2 South Biscayne Boulevard, Suite 3400
Miami, Florida 33131

To SJP-DW: Dan Wheeler
10721 S.W. 117th Street
Miami, Florida 33176

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