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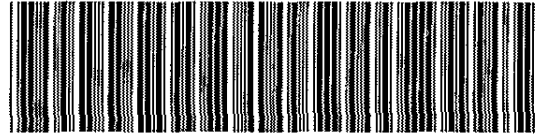
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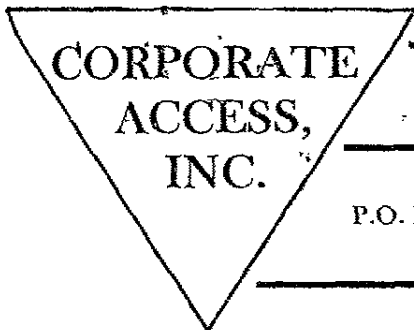


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Merger

1. Merger of JDC Properties GP with and into JDC Properties
(CORPORATE NAME AND DOCUMENT #)
2. G02259900279 into LOS-110485
(CORPORATE NAME AND DOCUMENT #)
3. _____
(CORPORATE NAME AND DOCUMENT #)
4. _____
(CORPORATE NAME AND DOCUMENT #)
5. _____
(CORPORATE NAME AND DOCUMENT #)
5. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

**ARTICLES OF MERGER
OF
JDC PROPERTIES
WITH AND INTO
JDC PROPERTIES, LLC**

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The following **ARTICLES OF MERGER** by and between **JDC PROPERTIES**, a Florida general partnership, and **JDC PROPERTIES, LLC**, a Florida limited liability company, are being submitted in accordance with Section 620.8916, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type of the entity being merged is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
JDC Properties 2814 Silver Star Road Orlando, FL 32808 Florida Document No: G02259900279	Florida FEI: 20-2881613	general partnership

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
JDC Properties, LLC 2814 Silver Star Road Orlando, FL 32808 Florida Document No: L05000110485	Florida FEI: 20-3786083	limited liability company

THIRD: The Agreement and Plan of Merger dated November 25, 2005 ("Plan of Merger"), a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, meets the requirements of Section 620.8917, Florida Statutes.

FOURTH: The Plan of Merger was unanimously approved and adopted by the partners of JDC Properties, the merging general partnership, on November 25, 2005, by Written Consent to Action of Partners.

FIFTH: The Plan of Merger was unanimously approved and adopted by the members of JDC Properties, LLC, the surviving limited liability company, on November 25, 2005, by Written Consent to Action of Members.

SIXTH: The merger is permitted under the laws of the State of Florida and is not prohibited by any agreement of any party to the merger.

EXPENSES

LLC shall pay all expenses of accomplishing the Merger.

ARTICLE VII

ARTICLES OF ORGANIZATION

The Articles of Organization of LLC, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the Articles of Organization of LLC surviving this merger without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Manager of LLC surviving this merger shall be the same upon the Merger as he is for said limited liability company immediately prior thereto. The Operating Agreement of the surviving LLC as in effect at the time of Merger, shall continue to be the Operating Agreement of LLC, as the surviving limited liability company, without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

ARTICLE VIII

MANAGEMENT

Management of LLC is vested in its Manager and the name and address of the Manager are as set forth below.

Donald K. Strube, Jr.
2814 Silver Star Road
Orlando, FL 32808.

ARTICLE IX

AMENDMENT

At any time before the filing with the Florida Department of State of Florida of the Articles of Merger to be filed in connection herewith, the Manager of LLC may amend this Plan. If the Articles of Merger have already been filed, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE X

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Manager of LLC, this Plan may be terminated at any time before the Effective Date by resolution of the Manager of LLC. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of LLC or JDC, or their directors, officers, employees, agents, or members.

2005.

IN WITNESS WHEREOF, the parties have set their hands this 25 day of November

"LLC"

JDC PROPERTIES, LLC, a Florida limited liability company

By: 

Donald K. Strube, Jr., Managing Member

"JDC"

JDC PROPERTIES, a Florida general partnership

By: 

Donald K. Strube, Jr., General Partner

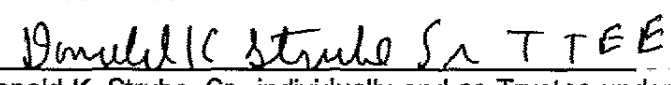
CONSENT AND WAIVER OF NOTICE OF PARTNERS

The undersigned partners of JDC hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.


Donald K. Strube, Jr.

Richard K. Strube

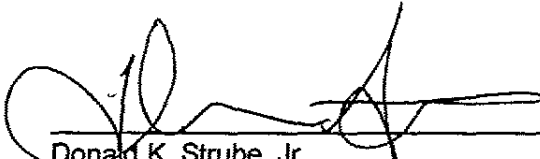

Susan K. Strube


Donald K. Strube, Sr., individually and as Trustee under agreement dated November 23, 1987 for Thomas W. Strube

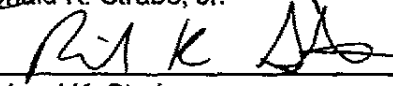

Timothy A. Strube

CONSENT AND WAIVER OF NOTICE OF MEMBERS


The undersigned members of LLC hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.



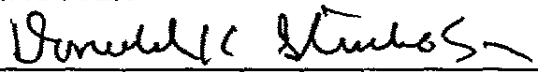
Donald K. Strube, Jr.



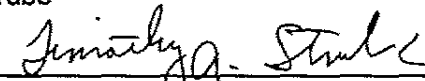
Richard K. Strube



Susan K. Strube



Donald K. Strube, Sr., individually and as Trustee under
agreement dated November 23, 1987 for Thomas W.
Strube



Timothy A. Strube

SCHEDULE A

	<u>Units</u>
Donald K. Strube, Jr.	1,000
Richard K. Strube	1,000
Susan K. Strube	1,000
Donald K. Strube, Sr.	1,000
Thomas W. Strube Trust Donald K. Strube, Sr., Trustee	1,000
Timothy A. Strube	<u>1,000</u>
Total	<u>6,000</u>

**AGREEMENT AND PLAN OF MERGER OF
JDC PROPERTIES
INTO
JDC PROPERTIES, LLC**

THIS AGREEMENT AND PLAN OF MERGER, dated this 25 day of November, 2005, made by and among JDC PROPERTIES, a Florida general partnership ("JDC") and JDC PROPERTIES, LLC, a Florida limited liability company ("LLC").

WITNESSETH:

WHEREAS, JDC desires to merge with and into LLC, with LLC being the surviving entity (the "Merger"), upon the terms, and subject to the conditions herein, set forth in this Plan of Merger (the "Plan") and in accordance with Section 608.438 of the Florida Business Limited Liability Company Act (the "Act"); and

WHEREAS, the Manager of LLC has determined that it is advisable that JDC be merged into LLC, on the terms and conditions set forth, in this Plan of Merger, and in accordance with Section 608.438 of the Act.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I

EFFECTIVE DATE; MERGER; ADOPTION AND APPROVAL

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Department of State of Florida.
2. On the Effective Date, JDC shall be merged with and into LLC. The separate existence of JDC shall cease at the Effective Date and the existence of LLC shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of limited liability companies organized under the law of the State of Florida.
3. The Plan of Merger has been approved and adopted by the partners of JDC in accordance with the applicable provisions of Section 620.8917 of the Act and consented to by the partners on November 25, 2005. The partners have waived notice of the merger by their signatures below.
4. The Plan of Merger has been approved and adopted by the Manager of LLC in accordance with Section 608.4382 of the Act. The members have consented to the merger on November 25, 2005 and waived notice thereof by their signatures below.

ARTICLE II

EFFECTS OF THE MERGER

At and after the merger, LLC shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the merging JDC; any and all property, real, personal and mixed, and any and all debts due of the merged JDC on whatever account, and all other

chooses in action, and all and every other interest of the merged JDC shall be taken and transferred to and vested in the surviving LLC without further act or deed; and the title to any real estate, or any interest therein, vested in the merging JDC shall not prevent or be in any way impaired by reason of the merger, all as more particularly set forth in and pursuant to Section 608.4383 of the Act.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting units of JDC's partnership into units of LLC membership units shall be as follows:

Membership units of LLC for 6,000 units shall be issued to the partners of JDC on a pro rata basis held of record without any action of the holder thereof. Each partnership ownership percentage representing ownership of said merged JDC shall be canceled of record and exchanged for membership unit certificates representing issued membership units of the surviving LLC for the same ownership percentage as the partner owned in JDC. The attached Schedule A is a schedule of membership ownership units in the surviving LLC after the Merger described herein.

The partners of JDC hereby warrant and represent to the members of LLC that the attached Schedule B is a true and accurate balance sheet of JDC at the date of the Merger, and additionally describes the real estate and business operations owned by JDC at the time of the Merger.

As soon as possible after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the partners of JDC.

ARTICLE IV

DISSENTERS' RIGHTS

Partners of JDC who would be entitled to vote on the Merger and who wish to dissent thereto, are entitled, if the partner complies with the provisions of the Act regarding the rights of dissenting partners, to be paid the fair value of such partner's units.

ARTICLE V

ASSIGNMENT

If at any time LLC shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in LLC the title to any property or rights of JDC, or to otherwise carry out the provisions hereof, the General Partners of JDC as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or conform title to such property or rights in LLC, and the Manager of LLC is fully authorized in the name and on behalf of JDC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE VI

SEVENTH: Pursuant to and in compliance with s. 620.8919 of the Act, the date and time of the effectiveness of the merger shall be on date of filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by an authorized person this 25th day of November, 2005.

JDC PROPERTIES I, LLC, a Florida limited liability company

By: _____

Donald K. Strube, Jr., Managing Member

JDC PROPERTIES, a Florida general partnership

By: _____

Donald K. Strube, Jr., Partner