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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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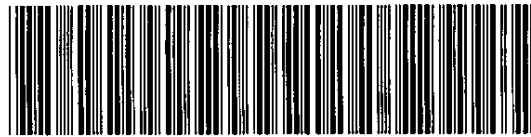
(Business Entity Name)

(Document Number)

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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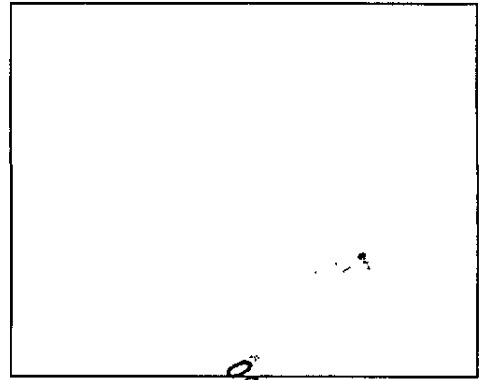
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

B. KOHR

APR - 1 2009

EXAMINER

FLORIDA RESEARCH & FILING SERVICES, INC.
1211 CIRCLE DRIVE
TALLAHASSEE, FL 32301
PHONE (850)656-6446



WALK-IN

ENTITY NAME:

WHITE HOLDING COMPANY, LLC

CK# 3864

AMOUNT \$60.00

PLEASE FILE THE ATTACHED MERGER & RETURN THE FOLLOWING:

___ CERTIFIED COPY

XXX STAMPED COPY

___ CERTIFICATE OF STATUS

OFFICE USE ONLY

FILED
APR - 1 AM 10:45
TALLAHASSEE, FLORIDA

Examiner's Initials

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: White Holding Company, LLC
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Matthew V. Wilson, Esq.

(Contact Person)

Arnall Golden Gregory LLP

(Firm/Company)

171 17th Street, Suite 2100

(Address)

Atlanta, Georgia 30363

(City, State and Zip Code)

For further information concerning this matter, please call:

Matthew V. Wilson at (404) 873-8551

(Name of Contact Person)

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED
09 APR -1 AM 10:45
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

**Certificate of Merger
For
Florida Limited Liability Company**

FILED
09 APR -1 AM 10:45
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
White Holding Company, LLC	Florida	limited liability company
White Construction Company	Florida	corporation
160878		

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
White Holding Company, LLC	Florida	limited liability company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

APRIL 1, 2009

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

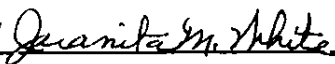
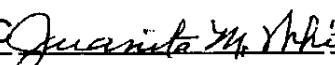
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
White Construction Company		Juanita M. White, President
<hr/>		
White Holding Company, LLC		Juanita M. White, Trustee of Manager
<hr/>		

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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**AGREEMENT AND PLAN OF MERGER
OF
WHITE HOLDING COMPANY, LLC
AND
WHITE CONSTRUCTION COMPANY**

Agreement and Plan of Merger (the "Merger Agreement"), dated effective as of the 31st day of March, 2009, by and between White Construction Company, a Florida corporation (the "Corporation"), and White Holding Company, LLC, a Florida limited liability company (the "Company" and, after the Effective Time, as such term is defined in Section 7 below, the "Surviving Entity"). The Corporation and the Company shall be jointly referred to herein as the "Merging Entities."

WITNESSETH:

WHEREAS, Section 607.1108 and Section 608.438 of the Florida Business Corporation Act (the "Act") permit the merger of a Florida corporation with a Florida limited liability company;

WHEREAS, the Company, as the sole shareholder of the Corporation, and the board of directors of the Corporation have (i) deemed it advisable and in the best interest of the Corporation to merge the Corporation with and into the Company in accordance with the provisions of the Act and upon the terms and conditions set forth in this Merger Agreement, and (ii) by resolutions duly adopted, approved the Merger (as defined below) and the form of this Agreement; and

WHEREAS, the sole manager of the Company has (i) deemed it advisable and in the best interest of the Company to merge the Corporation with and into the Company in accordance with the provisions of the Act upon the terms and conditions set forth in this Merger Agreement, and (ii) by resolutions duly adopted, approved the Merger, which approval, pursuant to Section 608.4381 of the Act and Section 5.3 of the Operating Agreement of the Company, does not require consent of the members of the Company.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The parties hereto hereby prescribe the terms and conditions of the Merger (as such term is defined in Section 1 below) and the mode of carrying the same into effect as follows:

1. Merger of the Corporation with and into the Company. At the Effective Time, the Corporation will merge with and into the Company (the "Merger"), in accordance with the applicable provisions of Act, and the separate existence of the Corporation will cease. At the Effective Time, the Company will be the Surviving Entity and it shall continue its existence as said limited liability company. As a result of the Merger, all of the assets of the Corporation (if any) shall be transferred and distributed to the Company, the Company shall assume all of the

liabilities and obligations of the Corporation (if any), and all of the issued and outstanding shares of stock of the Corporation shall be cancelled in the manner provided in Section 6 below.

2. Approval of Merger. This Merger Agreement has been authorized and approved by the sole shareholder and board of directors of the Corporation and the sole manager of the Company, in accordance with the Act and Operating Agreement of the Company, as applicable, by written consent thereof, dated as of the 30th day of March, 2009.

3. Articles of Organization. At the Effective Time, the Articles of Organization of the Company shall be the Articles of Organization of the Surviving Entity, until thereafter amended, altered, modified, supplemented or repealed as provided therein and by applicable law or in the Operating Agreement of the Surviving Entity.

4. Operating Agreement. At the Effective Time, the Operating Agreement of the Company shall be the Operating Agreement of the Surviving Entity, until thereafter amended, altered, modified, supplemented or repealed as provided therein and by applicable law or in the Operating Agreement of the Surviving Entity.

5. Manager. At the Effective Time, the sole manager of the Company shall be the sole manager of the Surviving Entity, until the earlier of such manager's withdrawal or removal or such manager otherwise ceases to be a manager of the Surviving Entity. The manager's business address, as of the Effective Time, is P.O. Box 790, Chiefland, Florida 32644.

6. Conversion of Shares of Stock. All of the issued and outstanding shares of stock of the Corporation owned by the sole shareholder, as of the Effective Time, shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, but such shares shall be extinguished. The interests of the members of the Company shall not be converted in any manner and the interests of such members shall continue unchanged as interests in the Surviving Entity.

7. Consummation of Merger; Effective Time. If this Merger Agreement has not been terminated pursuant to Section 9 below, the Certificate of Merger shall be filed by the parties hereto in accordance with the Act, and this Merger Agreement shall become effective as of April 1, 2009 (such time is referred to herein as the "Effective Time").

8. Amendment. Subject to and in accordance with applicable law, the Merger Agreement may be amended, altered, modified or supplemented, only by an instrument, in writing, approved by the shareholders, board of directors and sole manager, as applicable, of the Merging Entities entitled to vote on the Merger Agreement, in the same manner as this original Merger Agreement.

9. Termination and Abandonment. Subject to and in accordance with applicable law, this Merger Agreement may be terminated and the Merger abandoned, at any time prior to the Effective Time, only by an instrument, in writing, approved by the members and partners, as applicable, of the Merging Entities entitled to vote on the Merger Agreement, in the same manner as this original Merger Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any rules, principles or provisions of choice of law or conflict of laws.

11. Counterparts. This Agreement may be executed electronically, by facsimile and simultaneously in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, taken together, shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Merger Agreement as of this 31st day of March, 2009.

"The Corporation"

White Construction Company

By: Juanita M. White
Juanita M. White, its President

"The Company"

White Holding Company, LLC

By: Juanita White Trust, its sole manager

By: Juanita M. White
Juanita M. White, Trustee