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(Requestor's Name)

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(Address)

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04/27/06--01007--001 **52.50

06/06/06--01034--014 **25.00

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6177

EFFECTIVE DATE

4-27-06



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 5, 2006

TODD WATSON, ATTORNEY AT LAW
7785 BAYMEADOWS WAY
SUITE 107
JACKSONVILLE, FL 32256

SUBJECT: MCCALL AND PACE PROPERTIES, LTD.
Ref. Number: A97000002859

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We have received your document for MCCALL AND PACE PROPERTIES, LTD. and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Because Chapters 607, 608, and 620, Florida Statutes, require the certificate of conversion and the documentation forming the resulting Florida business entity be filed simultaneously, the enclosed certificate of conversion cannot be filed. Our records reflect the documentation forming the resulting Florida business entity was previously filed with this office. Therefore, we are enclosing the form and instructions for filing a merger.

There is a balance due of \$7.50.

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) 245-6984.

Deborah Bruce
Document Specialist

Letter Number: 406A00032047

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) 245-6984.

Deborah Bruce
Document Specialist

Letter Number: 406A00032047

TODD WATSON
ATTORNEY AT LAW, P.A.

SUITE 107
7785 BAYMEADOWS WAY
JACKSONVILLE, FLORIDA 32256

TELEPHONE (904) 739-9747
FACSIMILE (904) 739-9748

May 31, 2006

Division of Corporations
Registration Section
Attn: Deborah Bruce, Document Specialist
P.O. Box 6327
Tallahassee, FL 32314

Re: Merger of McCall and Pace Properties, Ltd. and Butler and McCall Properties,
LLC

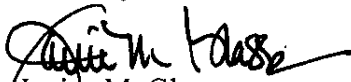
Dear Ms. Bruce:

Enclosed are the following:

1. Your letter dated May 5, 2006;
2. Cover letter to Registration Section;
3. Plan and Agreement of Merger;
4. Certificate of Merger; and
5. Check in the amount of \$25.00.

If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,


Janice M. Glassman
Legal Assistant

/jg
Enclosures

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Butler & McCall Properties, 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:

Todd Watson, Attorney at Law
(Contact Person)

7785 Baymeadows Way, Suite 107
(Address)

Jacksonville, FL 32256
(City, State and Zip Code)

For further information concerning this matter, please call:

Todd Watson at (904) 739-9747
(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

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**CERTIFICATE OF MERGER
FOR
BUTLER & McCALL PROPERTIES, LLC**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company in accordance with Florida Statutes §608.4382.

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>
McCall and Pace Properties, Ltd.	Florida	Limited Partnership A97-2859
Butler & McCall Properties, LLC	Florida	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction for each surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Butler & McCall Properties, LLC	Florida	Limited Liability Company LDL-42750

THIRD: The attached Plan and Agreement 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 effective date of the merger is April ^{27th Butler & McCall} 24, 2006.

FIFTH: Signature(s) for each party:

McCall and Pace Properties, Ltd., a Florida limited partnership

By: Melvine McCall
Melvine McCall, general partner

Butler & McCall Properties, LLC, a Florida limited liability company

By: Melvine McCall
Melvine McCall, manager

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EFFECTIVE DATE
4-27-06

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER executed on the 24th day of April, 2006, by and between McCall and Pace Properties, Ltd., a Florida limited partnership (hereinafter referred to as "MPP") and Butler & McCall Properties, LLC, a Florida limited liability company (hereinafter referred to as "BMP").

The Parties to this Plan and Agreement of Merger agree as follows:

ARTICLE 1.0 MERGER OF MPP INTO BMP

Upon the effective date (as defined in Article 4.0) MPP shall be merged with and into BMP and the separate existence of MPP shall cease. BMP (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida. The address of the registered or principal office of the Surviving Entity in Florida is 333 Woodridge Lane, St. Augustine, FL 32086 and the mailing address of the Surviving Entity is 333 Woodridge Lane, St. Augustine, FL 32086.

ARTICLE 2.0 CERTIFICATE OF INCORPORATION

The Articles of Organization of BMP as amended shall be the Articles of Organization of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Statement of Operating Regulations of MPP as in effect on the effective date, shall be the Statement of Operating Regulations of the Surviving Entity until altered, amended or repealed, as provided therein.

ARTICLE 3.0 STATUS AND CONVERSION OF INTERESTS

Upon the effective date all of the issued and outstanding partnership interests currently held by the partners of MPP, shall be retired and terminated and a .75% interest in BMP shall be issued for each 1% interest in MPP. After the effective date, each partner of MPP may surrender their interests to BMP and shall be entitled to receive in exchange therefor a .75% interest in BMP representing a .75% interest in BMP for each interest of MPP surrendered.

ARTICLE 4.0 PARTNER AND MEMBER APPROVAL; EFFECTIVE DATE

This Agreement shall be submitted for approval to all partners of MPP and all members of BMP, respectively, at meetings thereof held on or prior to the effective date,

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members of BMP, respectively, at meetings thereof held on or prior to the effective date, (or such later date as the respective managers or general partners shall mutually approve), called and held separately in accordance with Florida law, as applicable.

ARTICLE 5.0 FURTHER ASSURANCE

Before the effective date, MPP and BMP shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, BMP shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to BMP full title to and possession of all the properties, assets, rights, privileges and obligations of MPP, then the persons who were the partners of MPP as of the effective date shall as such partners take all such action and execute and deliver all such instruments as BMP may so determine to be necessary or desirable.

ARTICLE 5.0 CERTAIN EFFECTS OF MERGER

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of MPP shall be possessed by BMP subject to the obligations and duties of MPP and all property, real, personal and mixed owned by and all debts due to MPP on whatever account shall be vested in BMP and shall thereafter be as effectually the property of BMP as they were of MPP and the title to any real estate vested in MPP, shall thereafter be as effectually the property of BMP as they were of MPP; as provided in Florida Statutes Section 607.11101 and all liens upon any property of MPP shall be preserved unimpaired, and all debts, liabilities and duties of MPP shall upon the effective date attach to BMP and may be enforced against BMP to the same extent as if such debts, liabilities and duties had been incurred or contracted by BMP.

ARTICLE 6.0 REGISTRATION SUBSEQUENT TO MERGER

The parties unanimously agree that the merger of MPP into BMP qualifies for exemption from registration with the Securities and Exchange Commission.

ARTICLE 7.0 EXPENSES

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by BMP.

ARTICLE 8.0 MISCELLANEOUS

8.1 Specific Performance. The parties agree that it is impossible to

measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

8.2 Attorney Fees. In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial or appellate proceedings.

8.3 Remedies. All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

8.4 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

8.5 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.7 Modification. No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

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8.8 Headings. Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

8.9 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in Duval County, Florida.

8.10 Entire Agreement. This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

8.11 Benefit. This Agreement shall not be assignable by either party.

8.12 Gender and Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

THIS SPACE INTENTIONALLY LEFT BLANK

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ARTICLE 9.0 EXECUTION

This Plan and Agreement of Merger shall be approved and become effective on the date it is approved by the Partners of MPP and Members of BMP.

McCall and Pace Properties, Ltd.,
a Florida limited partnership

By: Melvine McCall
Melvine McCall, General Partner...

Butler & McCall Properties, LLC,
a Florida limited liability company

By: Melvine McCall
Melvine McCall, Manager

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