

LD70000014123

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

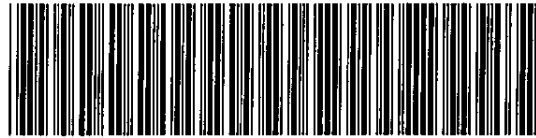
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MICHAEL A. LINSKY, P.A.

Attorney at Law

March 6, 2007

Florida Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Re: Mesba United, LLC

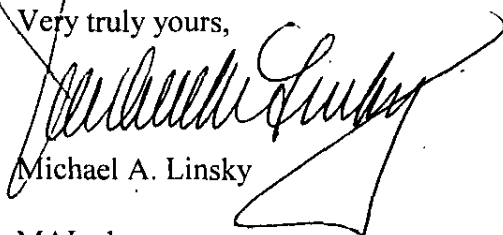
Dear Sir:

Enclosed please find the Plan of Merger with regard to following companies:

Mesba United, LLC, a Florida Limited Liability Company **LOT-14123**
American United Properties, LLC, an Ohio Limited Liability Company
New Hope Housing Providers
Chapter Three, LLC, an Ohio Limited Liability Company
New Hope Housing Providers
Chapter Six, LLC, an Ohio Limited Liability Company
New Hope Housing Providers
Chapter Nine, LLC, an Ohio Limited Liability Company

Also enclosed is a check for your fee in the amount of \$175.00 representing the filing fee.

Very truly yours,



Michael A. Linsky

MAL:sls
Enc.

PLAN OF MERGER

ARTICLE I

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>
Mesba United, LLC	FL	LLC
American United Properties, LLC	OH	LLC
New Hope Housing Providers Chapter Three, LLC	OH	LLC
New Hope Housing Provides Chapter Six, LLC	OH	LLC
New Hope Housing Provides Chapter Nine, LLC	OH	LLC

ARTICLE II

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>
Mesba United, LLC	FL	LLC

ARTICLE III

The terms and conditions of the merger are as follows:

1. American United Properties, LLC will:
 - a) transfer all real property it owns to Mesba United, LLC by quitclaim deed;
 - b) transfer all of its personal property to Mesba United, LLC by bill of sale or other appropriate document;
 - c) transfer all bank accounts and tangible personal property to Mesba United, LLC by check, assignment or other appropriate document of conveyance;
 - d) American United Properties, LLC will cease to exist.

2. New Hope Housing Providers Chapter Three, LLC will:
 - a) transfer all real property it owns to Mesba United, LLC by quitclaim deed;
 - b) transfer all of its personal property to Mesba United, LLC by bill of sale or other appropriate document;
 - c) transfer all bank accounts and tangible personal property to Mesba United, LLC by check, assignment or other appropriate document of conveyance;
 - d) New Hope Housing Providers Chapter Three, LLC will cease to exist.
3. New Hope Housing Providers Chapter Six, LLC will:
 - a) transfer all real property it owns to Mesba United, LLC by quitclaim deed;
 - b) transfer all of its personal property to Mesba United, LLC by bill of sale or other appropriate document;
 - c) transfer all bank accounts and tangible personal property to Mesba United, LLC by check, assignment or other appropriate document of conveyance;
 - d) New Hope Housing Providers Chapter Six, LLC will cease to exist.
4. New Hope Housing Providers Chapter Nine, LLC will:
 - a) transfer all real property it owns to Mesba United, LLC by quitclaim deed;
 - b) transfer all of its personal property to Mesba United, LLC by bill of sale or other appropriate document;
 - c) transfer all bank accounts and tangible personal property to Mesba United, LLC by check, assignment or other appropriate document of conveyance;
 - d) New Hope Housing Providers Chapter Nine, LLC will cease to exist.
5. Mesba United, LLC:
 - a) will continue as the surviving party owning all of its property as well as the property of American United Properties, LLC, New Hope Housing Providers Chapter Three, New Hope Housing Providers Chapter Six, and New Hope Housing Providers Chapter Nine;
 - b) will also assume any and all of the liabilities of American United Properties, LLC,

New Hope Housing Providers Chapter Three, New Hope Housing Providers Chapter Six, and New Hope Housing Providers Chapter Nine and pay them in full in accordance with their terms;

c) The sole member of Mesba United, LLC, who is also the sole member of American United Properties, LLC, New Hope Housing Providers Chapter Three, New Hope Housing Providers Chapter Six, and New Hope Housing Providers Chapter Nine and who, following the merger, will continue as the sole member of Mesba United, LLC.

ARTICLE IV

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into case of other property is as follows:

Mesba United, LLC:

a) will continue as the surviving party owning all of its property as well as the property of American United Properties, LLC, New Hope Housing Providers Chapter Three, New Hope Housing Providers Chapter Six, and New Hope Housing Providers Chapter Nine;

b) assume any and all of the liabilities of American United Properties, LLC, New Hope Housing Providers Chapter Three, New Hope Housing Providers Chapter Six, and New Hope Housing Providers Chapter Nine and pay them in full in accordance with their terms;

c) Sonia Mesaros, who was also the sole member of American United Properties, LLC, New Hope Housing Providers Chapter Three, New Hope Housing Providers Chapter Six, and New Hope Housing Providers Chapter Nine and who, following the merger, will continue as the sole member of Mesba United, LLC.

B. The manner and basis of converting rights to acquire the interests, shares, obligations, or other securities of each merged party into rights to acquire the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property is as follows:

Since Sonia Mesaros is the sole member of all of the merging LLCs, she alone will decide if any additional interests in Mesba United, LLC may be acquired after the merger. There were no outstanding interests or rights to acquire interests at any time prior to the merger in either Mesba United, LLC, American United Properties, LLC, New Hope Housing Providers Chapter Three, New Hope Housing Providers Chapter Six, or New Hope Housing Providers Chapter Nine.

ARTICLE V

Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

By the signatures attached to this Plan of Merger, Sonia Mesaros, a/k/a Sonia Bawa, affirms and acknowledges:

- a) that she is the sole member of each of the merging LLCs, Mesba United, LLC, American United Properties, LLC, New Hope Housing Providers Chapter Three, New Hope Housing Providers Chapter Six, or New Hope Housing Providers Chapter Nine.
- b) that in her capacity as the sole member of each LLC, she has received notice from each of those LLCs of its intention to enter the merger reflected herein, and, as the sole member of each LLC, she approves of that merger, and
- c) that on behalf of each LLC, she adopts and approves this Plan of Merger.

ACCEPTED, agreed, and executed this 12 day of February, 2007.

Mesba United, LLC

By Sonia Mesaros
Sonia Mesaros

American United Properties, LLC

By Sonia Mesaros
Sonia Mesaros

New Hope Housing Providers
Chapter Three, LLC

By Sonia Mesaros
Sonia Mesaros

New Hope Housing Providers
Chapter Six, LLC

By Sonia Mesaros
Sonia Mesaros

New Hope Housing Providers
Chapter Nine, LLC

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TALLAHASSEE, FLORIDA

By Sonia Mesaros
Sonia Mesaros

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