

LOT0000036260

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Merger

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05/15/07--01015--017 **1.25

05/01/07--01012--018 **78.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 MAY - 1 PM 3:36



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April 27, 2007

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

LOT-36604
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RE: Merger Documents – Scanlon East, LLC and East 41, LLC
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Dear Sir or Madam:

LOT-36260

Please find enclosed Articles of Merger for filing with the Division of Corporations. Also enclosed is our firm's trust account check in the amount of \$78.75 for filing fees. Please return a certified copy of the Articles of Merger with the filed original in the Federal Express envelope enclosed.

Thank you for your attention to this matter. Please contact me direct with any questions.

Truly Yours,

ROETZEL & ANDRESS, LPA


Mary Jennings, Paralegal

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF MERGER

07 MAY -1 PM 3: 37

OF

SCANLON EAST, LLC

AND

EAST 41, LLC

The following Articles of Merger are being submitted in accordance with Section 608.4382, Florida Statutes. Scanlon East, LLC ("Scanlon East") and East 41, LLC ("East 41") hereby certify that:

FIRST: Scanlon East and East 41 agree to merge.

SECOND: The name, street address of its principal office, jurisdiction, and type of entity for each of the parties to the merger are:

1. Scanlon East LLC, a Florida limited liability company, having its principal office at 14200 S. Tamiami Trail, Fort Myers, Florida 33912.

2. East 41, LLC, a Florida limited liability company, having its principal office at 14200 S. Tamiami Trail, Fort Myers, Florida 33912.

THIRD: The name of the surviving party is: Scanlon East, LLC, a Florida limited liability company.

FOURTH: The attached Plan of Merger meets the requirements of section 608.438 and was approved by both Scanlon East and East 41.

FIFTH: The terms and conditions of the Plan of Merger were advised, authorized and approved by the members of both Scanlon East and East 41 by the requisite vote of its members as set forth in their respective Operating Agreements.

SIXTH: No amendment to the Articles of Organization of the surviving limited liability company, Scanlon East LLC.

SEVENTH: The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

EIGHTH: The Articles of Merger comply with and were executed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Scanlon East and East 41 have caused these Articles of Merger to be signed in their names and on their behalf by their authorized individuals, this 27th day of April, 2007. Each authorized individual acknowledges these Articles of Merger to be the act and deed of the limited liability company on whose behalf they executed these Articles of Merger and, under the penalties of perjury, certify that the matters and facts set forth herein are true in all material respects to the best of their knowledge, information, and belief.

WITNESS:

SCANLON EAST, LLC

JERRILYN Johnson
Print Name:

Laressa Schnitcke
Print Name:

By: [Signature]

Name: John E. Scanlon

Title: Manager

EAST 41, LLC

JERRILYN Johnson
Print Name:

Laressa Schnitcke
Print Name:

By: [Signature]

Name: John E. Scanlon

Title: Manager

PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into as of the 27th day of April, 2007, by and between SCANLON EAST, LLC a limited liability company organized and existing under the laws of the State of Florida having an office at 14200 S. Tamiami Trail, Fort Myers, Florida 33912 (the "Surviving Company") and EAST 41, LLC., a limited liability company organized and existing under the laws of the State of Florida having an office at 14200 S. Tamiami Trail, Fort Myers, Florida 33912 (the "Merged Company").

WHEREAS, the Manager and Member of Surviving Company and the Manager and Member of the Merged Company have deemed it advisable and to the advantage of both companies that the Merged Company merge into Surviving Company upon the terms and conditions herein provided;

WHEREAS, Surviving Company and the Merged Company intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 751 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Manager and Member of Surviving Company and the Manager and Member of the Merged Company have approved this Plan of Merger.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Company and the Merged Company hereby agree to merge in accordance with the following plan:

1. Merger. The Merged Company shall be merged with and into Surviving Company, and Surviving Company shall survive the merger, all as, and with the effect, provided by the limited liability company laws of the State of Florida and this Plan of Merger. As soon as practicable after the Manager and Member of Surviving Company and the Manager and Member of the Merged Company approve this Plan of Merger, an appropriate Certificate of Merger shall be signed, verified and delivered for filing with the Secretary of the State of Florida. This Plan of Merger shall become effective for all purposes as of the close of business on the date of filing if the Articles of Merger shall be filed prior to 5:00 p.m. local time on such date (hereinafter referred to as the "Effective Time").

2. Members and Governing Documents. The Manager and Member of Surviving Company shall be the same upon the Effective Time as they are for Surviving Company immediately prior thereto. The Articles of Organization of Surviving Company shall continue to be the Articles of Organization of Surviving Company as the surviving company without change or amendment until further amended in accordance with the provisions thereof and applicable

laws. The Operating Agreement of Surviving Company, as in effect at the Effective Time, shall continue to be the Operating Agreement of Surviving Company as the surviving company without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The federal Taxpayer Identification Number of the Merged Company shall become the federal Taxpayer Identification Number of the Surviving Company.

3. Rights and Liabilities of Merged Company. At and after the Effective Time, Surviving Company shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the Merged Company; any and all property and any and all debts due the Merged Company on whatever account, and all other choses in action, and all and every other interest of the Merged Company shall be taken and transferred to and vested in Surviving Company without further act or deed.

4. Further Assurances. From time to time, as and when required by Surviving Company, there shall be executed and delivered on behalf of the Merged Company such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Surviving Company the title to and possession of powers and authority of the Merged Company and otherwise to carry out the purposes of this Plan of Merger, and the Manager of Surviving Company is fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Membership Units of the Merged Company. Upon the Effective Time, by virtue of this Plan of Merger, and without any action on the part of the holder thereof, the one (1) issued and outstanding Membership Unit of the Merged Company shall be changed and converted into one Membership Unit of Surviving Company.

6. Membership Units of Surviving Company. Upon the Effective Time, by virtue of this Plan of Merger, and without any action on the part of the holder thereof, each Membership Unit of Surviving Company outstanding immediately prior thereto shall retain the status of an authorized and issued Membership Unit of Surviving Company.

7. Membership Units. At and after the Effective Time, the one issued and outstanding Membership Unit of the Merged Company shall be exchanged for one Membership Unit of Surviving Company. Promptly upon such exchange, Surviving Company shall cause to be cancelled and retired such Membership Unit representing the issued and outstanding Membership Unit of the Merged Company represented thereby.

8. Book Entries. As of the Effective Time, entries shall be made upon the books of Surviving Company in respect of this Plan of Merger in accordance with the following:

(a) The assets and liabilities of the Merged Company immediately prior to the Effective Time shall be recorded on the books of Surviving Company at the same amounts at which they were carried on the books of the Merged Company immediately prior to the Effective Time.

(b) There shall be credited as stated capital in respect of the Membership Unit of Surviving Company the aggregate amount of the par value of all Membership Units issued as a result of the conversion of the issued and outstanding Membership Unit of the Merged Company into Membership Units of Surviving Company pursuant to this Plan of Merger.

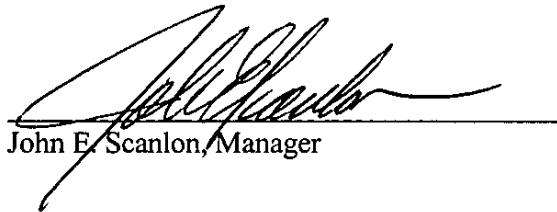
9. Amendment. At any time before or after approval and adoption by the Manager and Member of the Merged Company and prior to the Effective Time, this Plan of Merger may be amended in any manner as may be determined in the judgment of the Manager and Member of the Merged Company to be necessary, desirable or expedient; provided, however, that, after approval of the Manager and Member of the Merged Company, such amendment may not materially and adversely alter or amend the terms of this Plan of Merger.

10. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the Companies hereto has caused this Plan of Merger, to be signed in its name and on its behalf by its authorized person, as of the date first above written. Each authorized person acknowledges this Plan of Merger to be the act and deed of the limited liability company on whose behalf the authorized person has executed this Plan of Merger and, under penalties of perjury, certifies that the matters and facts set forth herein are true in all material respects to the best of that person's knowledge, information and belief.

THE MERGED COMPANY:

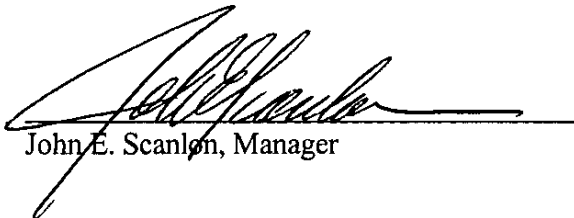
EAST 41 LLC., a Florida limited liability company



John E. Scanlon, Manager

THE SURVIVING COMPANY:

SCANLON EAST, LLC, a Florida limited liability company



John E. Scanlon, Manager