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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032  
REFERENCE : 334930 86218A  
AUTHORIZATION : *[Signature]*  
COST LIMIT : \$ *11.50*

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ORDER DATE : November 28, 2007  
ORDER TIME : 2:20 PM  
ORDER NO. : 334930-010  
CUSTOMER NO: 86218A

ARTICLES OF MERGER

THE SANDRELLAN LIMITED  
PARTNERSHIP

INTO

SANDRELLAN, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: \_\_\_\_\_

**CERTIFICATE OF MERGER**

**OF**

**THE SANDRELLAN LIMITED PARTNERSHIP  
(A GEORGIA LIMITED PARTNERSHIP)**

**WITH AND INTO**

**SANDRELLAN, LLC  
(A FLORIDA LIMITED LIABILITY COMPANY)**

**FILED**  
07 NOV 28 PM 4:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**TO: REGISTRATION SECTION  
DIVISION OF CORPORATIONS  
P.O. BOX 6327  
TALLAHASSEE, FL 32314**

**GEORGIA SECRETARY OF STATE  
CORPORATION DIVISION  
315 WEST TOWER, 2 MLK JR. DRIVE  
ATLANTA, GA 30334-1530**

Pursuant to Section 14-11-904 of the Georgia Statutes and section 608.4382 of the Florida Statutes, The Sandrellan Limited Partnership (hereinafter sometimes referred to as the "Merging Entity") and The Sandrellan, LLC (hereinafter sometimes referred to as the "Surviving Company") adopt the following Certificate of Merger for the purpose of effecting the merger of the Merging Entity with and into the Surviving Company.

1. The name and place of organization of each of the parties to the merger are as follows:

(a) The Sandrellan Limited Partnership is a limited partnership organized under the laws of the State of Georgia; and

(b) The Sandrellan, LLC is a limited liability company organized under the laws of the State of Florida.

2. An Agreement of Merger has been duly approved and adopted by the unanimous consent of all the partners of the Merging Entity and all members of the Surviving Company pursuant to Georgia Code Section 14-11-903 and Chapters 607, 608, 617, and/or 620 of the Florida Statutes.

3. The name of the Surviving Company is "The Sandrellan, LLC"

4. This Certificate shall be filed with the office of the Florida Division of Corporations and the Georgia Secretary of State, and shall be effective upon filing.

5. The aforementioned Agreement of Merger is on file at the registered office of the Surviving Company, which is located at 2850 Twin Oaks Way, Wellington, Florida 33414.

6. The Surviving Company hereby appoints the Georgia Secretary as its agent upon whom process in such state in any action, suit, or proceeding for the enforcement of an obligation of such limited partnership constituent to the merger may be served. The address to which the

Secretary of State shall mail a copy of the process is: 2850 Twin Oaks Way, Wellington, Florida 33414.

7. A copy of the aforementioned Agreement of Merger shall be furnished by the Surviving Company, on request and without any cost, to any member of the Surviving Company or any partner of the Merging Entity.

IN WITNESS WHEREOF, each of the undersigned has executed this Certificate of Merger as of this 20 day of November, 2007.

***Signatures of Partners of The Sandrellan Limited Partnership,  
a Georgia Limited Partnership***

Stephanie Lay

WITNESS:

Stephanie Lay

WITNESS:

Carleton E. Saunders IV

Carleton E. Saunders IV, Partner

Gregory B. Saunders II

Gregory B. Saunders II, Partner

***Signatures of Members of Sandrellan, LLC,  
a Florida Limited Liability Company***

Stephanie Lay

WITNESS:

Stephanie Lay

WITNESS:

Carleton E. Saunders IV

Carleton E. Saunders IV, Member

Gregory B. Saunders II

Gregory B. Saunders II, Member

**AGREEMENT OF MERGER**

**OF**

**THE SANDRELLAN LIMITED PARTNERSHIP  
(A GEORGIA LIMITED PARTNERSHIP)**

**WITH AND INTO**

**SANDRELLAN, LLC  
(A FLORIDA LIMITED LIABILITY COMPANY)**

This **AGREEMENT OF MERGER** is made and entered into on the 20th day of Nov, 2007 by and between The Sandrellan Limited Partnership, a Georgia limited partnership, and Sandrellan, LLC, a Florida limited liability company.

**ARTICLE I**

The merging entity is The Sandrellan Limited Partnership, a Georgia limited partnership (the "Merging Entity"). The company which shall survive the merger provided for herein is Sandrellan, LLC, a Florida limited liability company (the "Surviving Company"). The name of the Surviving Company is "Sandrellan, LLC"

**ARTICLE II**

A. The merger shall become effective as of the date of filing of this Agreement with the Secretary of State of Georgia and Florida (hereinafter referred to as the "Effective Date").

B. The Merging Entity shall be merged with and into the Surviving Company as of the Effective Date. The separate existence of the Merging Entity shall thereupon cease. The Surviving Company shall thereupon and thereafter possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of the Merging Entity. All real and personal property, tangible and intangible, of every kind and description, belonging to the Merging Entity shall be vested in the Surviving Company without any further act or deed. The title to any real estate, or any interest therein, vested in the Merging Entity shall not revert or be in any way impaired by reason of the merger. The Surviving Company shall be liable for all of the obligations and liabilities of the Merging Entity. Any claim existing or action or proceeding pending by or against the Merging Entity may be enforced against the Surviving Company as if the merger had not taken place. Neither the rights of the creditors nor any liens upon, or security interests in, the property of the Merging Entity shall be impaired by the merger.

C. The Certificate of Formation of Sandrellan, LLC shall be the Certificate of Formation of the Surviving Company as in effect immediately prior to the Effective Date, without any change therein as a result of the merger.

D. The general partners of the Merging Entity immediately prior to the Effective Date shall be the managers of the Surviving Company immediately after the Effective Date.

E. After the Effective Date, the Merging Entity shall execute or cause to be executed such further assignments and assurances as may be necessary or desirable to vest title to its assets in the Surviving Company or to otherwise carry out the purposes of this Agreement of Merger. The partners of the Merging Entity shall take such actions, in order to accomplish such purposes, as the Surviving Company may request.

F. The Surviving Company shall continue to be a Florida limited liability company.

### **ARTICLE III**

The partners of the Merging Entity own the following partnership interests in the Merging Entity:

<u>NAME OF PARTNER</u>	<u>PERCENTAGE INTEREST</u>	<u>TYPE OF INTEREST</u>
Carleton E. Saunders IV	50%	General Partner and Limited Partner
Gregory B. Saunders II.	50%	General Partner and Limited Partner

### **ARTICLE IV**

A. Each partner's partnership interest in the Merging Entity outstanding as of the Effective Date shall be immediately canceled, and the Certificate of Limited Partnership of The Sandrellan Limited Partnership, dated as of March, 1998, shall be immediately terminated and shall be of no further force and effect thereafter.

B. As of the Effective Date, the Surviving Company shall issue 100 membership units, which shall be issued to the members of the Surviving Company in exchange for their respective partnership interests in the Merging Entity in the following proportions:

<u>NAME OF PARTNER</u>	<u>MEMBERSHIP UNITS</u>	<u>PERCENTAGE INTEREST</u>
Carleton E. Saunders IV	50	50.00%
Gregory B. Saunders II	50	50.00%

C. No other consideration, other than described in Paragraph (C) of this Article IV, shall be paid or delivered in exchange for interests in the Merging Entity.

#### **ARTICLE V**

This Agreement of Merger shall be submitted for approval to the partners of the Merging Entity and the members of the Surviving Company, as required under the Chapters 607, 608, 617 and/or 620 of the Florida Statutes and Section 14-11-904 of the Georgia Statutes. When such required approvals are obtained, the general partners or managers, as the case may be, of each entity shall perform all acts, and execute, deliver, and file all documents as may be necessary or proper to effectuate the merger contemplated hereunder.

#### **ARTICLE VI**

The general partners of the Merging Entity or the managers of the Surviving Company, as the case may be, may, in their discretion, abandon this merger, subject to the rights of third parties hereunder and any contracts relating hereto, at any time before the merger has been completed. In the event of such abandonment, this Agreement of Merger shall be canceled and shall thereafter become null and void.

\*\*\*\*\*

IN WITNESS WHEREOF, and in consideration of the foregoing conditions and the mutual covenants contained in this Agreement of Merger, each of the undersigned has caused this Agreement of Merger to be executed in his or her name on the date first set forth above.

***Signatures of Partners of The Sandrellan Limited Partnership,  
a Georgia Limited Partnership***

Stephan Lay  
WITNESS:

Carleton E. Saunders IV  
Carleton E. Saunders IV, General Partner and Limited Partner

Stephan Lay  
WITNESS:

Gregory B. Saunders II  
Gregory B. Saunders II, General Partner and Limited Partner

***Signatures of Members and Managers of Sandrellan, LLC,  
a Florida Limited Liability Company***

Stephan Lay  
WITNESS:

Carleton E. Saunders IV  
Carleton E. Saunders IV, Member/Manager

Stephan Lay  
WITNESS:

Gregory B. Saunders II  
Gregory B. Saunders II, Member/Manager