

# LO8000015625

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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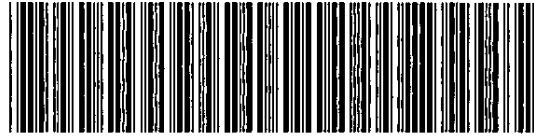
(Business Entity Name)

(Document Number)

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**EFFECTIVE DATE**

4/1/08

**FILED**  
08 MAR 25 AM 11:23  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

N. G. MAR 26 2008

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Hahn Properties, L.L.C.

(Name of Surviving Party)

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

Please return all correspondence concerning this matter to:

Michael J. Weisberg, Esq.

(Contact Person)

Ishbia & Gagleard, P.C.

(Firm/Company)

251 Merrill St., 2nd Floor

(Address)

Birmingham, MI 48009

(City, State and Zip Code)

For further information concerning this matter, please call:

Michael J. Weisberg

(Name of Contact Person)

at ( 248 ) 647-8590

(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**

**08 MAR 25 AM 11:23**

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

**SECRETARY OF STATE  
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>
Hahn Properties, L.L.C.	Florida	Limited Liability Company
Hahn Properties, L.L.C.	Michigan	Limited Liability Company
_____	_____	_____
_____	_____	_____

**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>
Hahn Properties, L.L.C.	Florida <u>108-15625</u>	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, 2008

**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:

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**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 entitles 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: \_\_\_\_\_

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Mailing address: \_\_\_\_\_

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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.

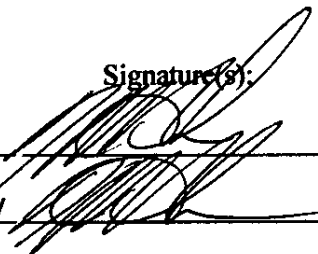
**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:

Hahn Properties, L.L.C.,  
a Florida limited liability company

Hahn Properties, L.L.C.,  
a Michigan limited liability company

Signature(s):



Typed or Printed

Name of Individual:

Thomas R. Hahn, as Trustee of the  
Thomas R. Hahn Revocable Living Trust  
dated March 19, 1990, Member

Thomas R. Hahn, as Trustee of the  
Thomas R. Hahn Revocable Living Trust  
dated March 19, 1990, Member

Corporations:

Chairman, Vice Chairman, President or Officer

*(If no directors selected, signature of incorporator.)*

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

**Fees:** 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

**Certified Copy (optional):** \$30.00

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (Agreement) is made on March 18, 2008, between HAHN PROPERTIES, L.L.C., a Michigan limited liability company (Merging Company), the address of which is 47219 Hunters Park Dr., Plymouth, MI 48170, and HAHN PROPERTIES, L.L.C., a Florida limited liability company (Surviving Company), the address of which is 9012 Gardens Glen Circle, Palm Beach Gardens, FL 33418, collectively referred to as Constituent Companies.

The parties to this Agreement agree as follows:

### **ARTICLE I MERGER**

**1.1 Merger.** At the Effective Time (as defined in section 1.2), Merging Company shall be merged with and into Surviving Company pursuant to the terms and conditions set forth in this Agreement (the Merger), Surviving Company shall continue as the surviving company, and the separate existence of Merging Company shall cease.

**1.2 Effective Time.** As soon as practicable after satisfaction or waiver of all conditions to the Merger, certificates of merger and all other requisite filings with respect to the Merger shall be filed and recorded in accordance with the applicable laws of the States of Michigan and Florida. The Merger shall be effective on April 1, 2008 (the Effective Time).

**1.3 Articles.** The Articles of Organization of Surviving Company in effect immediately before the Effective Time shall be Surviving Company's Articles of Organization, and there shall be no changes in them.

**1.4 Operating Agreement.** The Operating Agreement of Surviving Company in effect before the Effective Time shall be the Surviving Company's Operating Agreement; and by executing and adopting this Agreement, Merging Company's members agree to be bound by the provisions of that Operating Agreement.

**1.5 Managers.** From and after the Effective Time, until successors are elected, the managers of Surviving Company, if any, shall continue as managers of Surviving Company.

**1.6 Organization of Surviving Company.** As the surviving company, Surviving Company's separate existence, with all its purposes, objects, rights, privileges, powers, certificates, and franchises, shall continue unimpaired by the Merger. Surviving Company shall succeed to all of Merging Company's properties and assets and to all of the debts, choses in action, and other interests due or belonging to Merging Company and shall be subject to and responsible for all of Merging Company's debts, liabilities, and duties with the effect set forth under Florida law and Michigan law.

**ARTICLE II  
CONVERSION OF OWNERSHIP INTERESTS**

**2.1 Membership interests.**

**2.1.1** On the date of this Agreement, there are two (2) outstanding units of Surviving Company's membership interests.

**2.1.2** Immediately before the Effective Time, Surviving Company shall authorize an additional nine hundred ninety eight (998) units of membership interests of Surviving Company until conversion as provided in section 2.2 of this Agreement.

**2.2 Conversion.** At the Effective Time, each unit of a member's *membership interest* (as that term is defined in Merging Company's operating agreement dated March 28, 1995) in Merging Company shall, by virtue of the Merger, be converted into the right to receive four hundred ninety nine (499) units of membership interest of Surviving Company.

**ARTICLE III  
CONDITIONS**

**3.1 Conditions to each party's obligation to effect the Merger**

- a. Each party's obligations to effect the Merger shall be subject, at or before the Effective Time, to approval of this Agreement and the Merger by Merging Company's members in accordance with provisions of applicable law.
- b. There shall not be any statute, rule, or regulation promulgated, enacted, or deemed applicable making it illegal for Surviving Company to consummate the Merger, nor shall there be any order, judgment, decree, or ruling by any foreign or domestic court or governmental body enjoining Surviving Company from consummating the Merger.

**ARTICLE IV  
TERMINATION**

**4.1 Termination.** This Agreement may be terminated and the Merger abandoned (notwithstanding approval of either of them by Merging Company's members) before the Effective Time as set forth below:

**4.1.1** by mutual written consent of the members of the Merging and the Surviving Companies

**4.1.2** by any of the Constituent Companies if any statute, rule, or regulation is promulgated, enacted, or deemed applicable that makes it illegal for any of the Constituent Companies to consummate the Merger or any domestic or foreign court or governmental body issues any order, judgment, decree, or ruling enjoining a Constituent Company or any affiliate of

a Constituent Company from consummating the Merger and the order, judgment, decree, or ruling has become final and nonappealable.

**4.2 Effect of termination.** On its termination, this Agreement shall become void and have no effect.

## ARTICLE V MISCELLANEOUS

**5.1 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party.

**5.2 Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, arrangements, negotiations, and understandings relating to the subject matter of this Agreement.

The parties have signed this Agreement effective on the date listed on the first page of this Agreement.

**SURVIVING COMPANY:**

HAHN PROPERTIES, L.L.C.,  
a Florida limited liability company

By:   
Thomas R. Hahn  
Its: Manager

**MERGING COMPANY:**

HAHN PROPERTIES, L.L.C.,  
a Michigan limited liability company

By:   
Thomas R. Hahn  
Its: Manager

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