

LO8000026864

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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04/10/08--01001--018 **125.00

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08 APR -9 PM 4:46
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
LEGISLATIVE SERVICE

FILED
08 APR -9 AM 9:31
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

B. KOHR

APR 10 2008

EXAMINER

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILED
08 APR - 9 AM 9:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: NICHOLE STONE

DATE: 04/09/2008

REF. #: 000321.85046

CORP. NAME: H LAND CORPORATION & COUNTY LINE SOUTH MANAGEMENT, INC.
Merging into HDCP, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# _____ FOR \$ 125.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

**CERTIFICATE OF MERGER
OF
H LAND CORPORATION AND
COUNTY LINE SOUTH MANAGEMENT, INC.
INTO
HDCP, LLC**

FILED
08 APR -9 AM 9:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following certificate of merger is being submitted in accordance with section 608.4382, Florida Statutes, and complies with the provisions set forth in section 607.1109, Florida Statutes with respect to the merging corporations.

FIRST: The exact name, jurisdiction, entity type and document number for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document No.</u>
H Land Corporation	Florida	Corporation	L78494
County Line South Management, Inc.	Florida	Corporation	S36726

SECOND: The exact name, jurisdiction, entity type and document number of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document No.</u>
HDCP, LLC	Florida	limited liability company	L08000026864

THIRD: The attached Plan of Merger was approved by each of H Land Corporation, County Line South Management, Inc. and HDCP, LLC, which is a party to the merger in accordance with the applicable provisions of Chapters 608 and 607, Florida Statutes.


FOURTH: The effective date of the merger is the date this document is filed with the Florida Department of State.

[Signatures on following page]


The undersigned have caused this Certificate of Merger to be executed on the 9th day of April, 2008.

MERGING ENTITIES:

H LAND CORPORATION

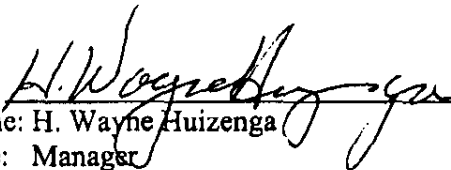
By: 
Name: Cris V. Branden
Title: Vice President

COUNTY LINE SOUTH MANAGEMENT, INC.

By: 
Name: Cris V. Branden
Title: Vice President

SURVIVING ENTITY:

HDCP, LLC

By: 
Name: H. Wayne Huizenga
Title: Manager

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made and entered into this 8th day of April, 2008, by and among HDCP, LLC, a Florida limited liability company (the "**Surviving Entity**"), H LAND CORPORATION, a Florida corporation ("**H Land**"), and COUNTY LINE SOUTH MANAGEMENT, INC., a Florida corporation ("**CLS Management**"). H Land and CLS Management are collectively referred to herein as the "**Merging Entities**".

WITNESSETH:

WHEREAS, H Land is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, CLS Management is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, pursuant to duly authorized actions by the Board of Directors and Sole Shareholder of each of the Merging Entities and by the Sole Member and Manager of the Surviving Entity, the Merging Entities and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable provisions of Florida law.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Merging Entities and the Surviving Entity hereby agree as follows:

1. **MERGER**. At the Effective Time (as herein defined), the Merging Entities shall be merged with and into the Surviving Entity upon the terms and conditions set forth in this Agreement.

2. **SURVIVING ENTITY**. At the Effective Time:

(a) The Surviving Entity shall be the surviving entity of the Merger and shall continue to exist as a limited liability company under and be governed by the laws of the State of Florida, with all of the rights and obligations as are provided by Florida law;

(b) The Merging Entities shall cease to exist, and their property shall become the property of the Surviving Entity as the surviving entity of the Merger; and

(c) Management of the Surviving Entity shall be vested in the Manager, H. Wayne Huizenga, with a business address of 450 East Las Olas Blvd., Suite 1500, Fort Lauderdale, Florida 33301.

3. **CHARTER DOCUMENTS.** At the Effective Time:

(a) The Articles of Organization of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity;

(b) The Operating Agreement of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Entity; and

(c) The Sole Member of the Surviving Entity immediately prior to the Effective Time shall be the Sole Member of the Surviving Entity, and the Manager of the Surviving Entity immediately prior to the Effective Time shall be the Manager of the Surviving Entity and shall retain such designation for the term provided by law or in the Operating Agreement, or until his successor is elected and qualified.

4. **MANNER AND BASIS OF CONVERTING INTERESTS.** At the Effective Time, (a) all of the issued and outstanding shares of capital stock of the Merging Entities and any rights to acquire shares of capital stock or other securities or obligations of the Merging Entities shall be surrendered to the Surviving Entity and canceled, and no membership interests of the Surviving Entity or cash or other property will be issued in exchange therefor or in respect thereof, and (b) all of the issued and outstanding membership interests of the Surviving Entity shall remain outstanding, and the current member of the Surviving Entity shall continue to own the same number and type of membership interests of the Surviving Entity as he owned prior to the Effective Time.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and adopted and/or approved by the Board of Directors and the Sole Shareholder of each of the Merging Entities and by the Sole Member and Manager of the Surviving Entity. The Board of Directors and the Sole Shareholder of each of the Merging Entities (acting by and through any officer of such Merging Entity) and the Sole Member and Manager of the Surviving Entity (acting by and through the Manager or any representative of the Surviving Entity designated by the Manager) shall be, and hereby is, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE TIME OF MERGER.** The Merger shall be effective at the time of filing of the Certificate of Merger with respect to the Merger with the Office of the Secretary of State of the State of Florida (the "Effective Time").

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the Sole Shareholder of each of the Merging Entities and the Sole Member of the Surviving Entity, and no person

not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

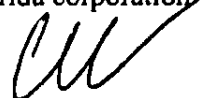
CONSTITUENT ENTITIES:

MERGING ENTITIES:

H LAND CORPORATION, a Florida corporation

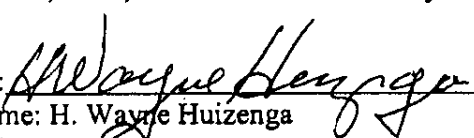
By: 
Name: Cris V. Branden
Title: Vice President

COUNTY LINE SOUTH MANAGEMENT, INC., a Florida corporation

By: 
Name: Cris V. Branden
Title: Vice President

SURVIVING ENTITY:

HDGP, LLC, a Florida limited liability company

By: 
Name: H. Wayne Huizenga
Title: Manager