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08 NOV 20 AM 11:45  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

B. KOHR  
NOV 20 2008  
EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 799165 4306747

AUTHORIZATION

COST LIMIT : \$75.00

ORDER DATE : November 19, 2008

ORDER TIME : 8:45 AM

ORDER NO. : 799165-005

CUSTOMER NO: 4306747

FILED  
08 NOV 20 AM 11:45  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

TURNBERRY ACQUISITION I LLC  
TURNBERRY ACQUISITION II LLC

INTO

TURNBERRY ACQUISITION III LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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

CONTACT PERSON: Susie Knight

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

FILED  
08 NOV 20 AM 11:45  
CLERK OF THE COURT  
TALLAHASSEE, FLORIDA

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

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>
Turnberry Acquisition I LLC	Florida	LLC
Turnberry Acquisition II LLC	Florida	LLC

L-08000042965  
L-08000043044

**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>
Turnberry Acquisition III LLC	Florida	LLC

**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:

\_\_\_\_\_

**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:

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 entitled 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: N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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:	Signature(s):	Typed or Printed Name of Individual:
See attached Exhibit A		

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

<b><u>Fees:</u></b> 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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## PLAN OF MERGER

**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>
Turnberry Acquisition I LLC	Florida	LLC
Turnberry Acquisition II LLC	Florida	LLC

**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>
Turnberry Acquisition III LLC	Florida	LLC

**THIRD:** The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

*(Attach additional sheet if necessary)*

**FOURTH:**

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 cash or other property is as follows:

See attached Agreement and Plan of Merger

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*(Attach additional sheet if necessary)*

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 others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached Agreement and Plan of Merger

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*(Attach additional sheet if necessary)*

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

All parties to the merger are Florida entities.

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*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

Article I of the Articles of Organization of the Turnberry Acquisition  
III LLC, the surviving company, shall be amended to read in its  
entirety as follows:

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Article I - The name of the limited liability company is Turnbury  
at Countryside LLC.

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*(Attach additional sheet if necessary)*



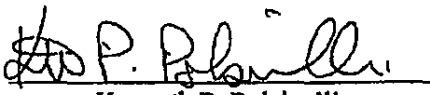
**EXHIBIT A TO CERTIFICATE OF MERGER**

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

**TURNBERRY ACQUISITION III LLC,**  
a Florida limited liability company

By: GPR McKinley Manager LLC,  
a Michigan limited liability company  
Its: Manager

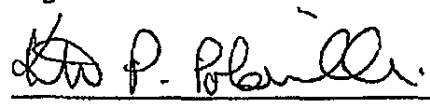
By: McKinley Associates, Inc.,  
a Michigan corporation  
Its: Manager

By:   
Kenneth P. Polsinelli  
Its: Vice President

**TURNBERRY ACQUISITION I LLC,**  
a Florida limited liability company

By: GPR McKinley Manager LLC,  
a Michigan limited liability company  
Its: Manager


By: McKinley Associates, Inc.,  
a Michigan corporation  
Its: Manager

By:   
Kenneth P. Polsinelli  
Its: Vice President

TURNBERRY ACQUISITION II LLC,  
a Florida limited liability company

By: GPR McKinley Manager LLC,  
a Michigan limited liability company  
Its: Manager

By: McKinley Associates, Inc.,  
a Michigan corporation  
Its: Manager

By:   
Kenneth P. Polsinelli  
Its: Vice President

**AGREEMENT AND PLAN OF MERGER**

**by and among  
TURNBERRY ACQUISITION I LLC,  
a Florida limited liability company,  
TURNBERRY ACQUISITION II LLC,  
a Florida limited liability company,  
and  
TURNBERRY ACQUISITION III LLC,  
to be renamed  
TURNBURY AT COUNTRYSIDE LLC,  
a Florida limited liability company**

19<sup>th</sup> THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the day of November, 2008, by and among TURNBERRY ACQUISITION I LLC, a Florida limited liability company ("Company One"), and TURNBERRY ACQUISITION II LLC, a Florida limited liability company ("Company Two"), (Company One and Company Two are together, the "Merging Companies"), and TURNBERRY ACQUISITION III LLC, a Florida limited liability company ("Countryside" or the "Surviving Company").

A. WHEREAS, the constituent limited liability companies desire to merge into a single limited liability company.

B. WHEREAS, Countryside is a limited liability company duly organized and existing under the laws of the State of Florida.

C. WHEREAS, Company One is a limited liability company duly organized and existing under the laws of the State of Florida.

D. WHEREAS, Company Two is a limited liability company duly organized and existing under the laws of the State of Florida.

E. WHEREAS, the members and the managers of the Merging Companies and the Surviving Company have by resolution unanimously approved this Agreement and declared it to be in the best interests of their respective entities that the Merging Companies merge into the Surviving Company and the separate existence of every constituent limited liability company except the Surviving Company ceases, in the manner and upon the terms and conditions hereinafter set forth and with the effect provided by and pursuant to the applicable provisions of the Florida Limited Liability Company Act (the "Act"), which laws permit the merger herein contemplated.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being duly approved by the Surviving Company and the Merging Companies, this Agreement and the terms hereof, taken together with any actions required or permitted to be taken herein, are hereby determined and agreed upon as hereinafter set forth:

A. Company One and Company Two shall, pursuant to the applicable provisions of the Act, be merged with and into Countryside, with Countryside as the surviving limited liability company.

B. The separate existence of the Merging Companies shall cease at the Effective Date (as defined below) and the existence of the Surviving Company shall continue unaffected and unimpaired by the merger with all of the rights, privileges, immunities and powers and subject to all the duties and liabilities of a limited liability company organized under the Act.

C. All of the membership interests of Company One and Company Two shall, at the Effective Date, by virtue of the merger and without any action on the part of the holders of such membership interests, be cancelled and cease to exist. All of the membership interests of Countryside shall continue unaffected and unimpaired by the merger.

D. The Articles of Organization and the Operating Agreement of Countryside (together, the "Formation Documents"), shall be the Formation Documents of the surviving company, each in full force and effect, until the same shall be altered or amended as therein provided or as provided by law.

The Articles of Organization of the Surviving Company shall be amended as follows:

**Article I – The name of the Limited Liability Company is Turnbury at Countryside LLC.**

E. The merger shall be effective at the close of business on the date the Certificate of Merger is filed by the Florida Department of State (the "Effective Date").

F. From and after the Effective Date:

i. Title to all real, personal, and other property, including all accounts and debts receivable, promises to make contributions, other choses in action, and any other right or interest of, owned by, belonging to, or due to the Merging Companies is vested in the Surviving Company, without further act or deed and without reversion or impairment.

ii. Any liabilities of the Merging Companies shall become the liabilities of the Surviving Company.

iii. Any proceedings pending against the Merging Companies may be continued as if the merger had not occurred or the Surviving Company may be substituted in the proceeding for any limited liability company whose existence ceased.

G. The Merging Companies agree to the extent permitted by law, from time to time, as and when requested by the Surviving Company, or by its successors or assigns, to execute and deliver, or cause to be executed or delivered, all such deeds and instruments, and to take or cause to be taken, such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to, and possession of, any property, bank accounts, assets or rights of the Merging Companies acquired by reason of, or as a result of, the merger herein provided for, and otherwise to carry out the intent and purposes

hereof. The proper persons of the Merging Companies immediately preceding the merger, and the then current proper persons of the Surviving Company are authorized, in the name of the Merging Companies and the Surviving Company or otherwise, to take any and all such actions.

H. The Surviving Company and the Merging Companies shall take or cause to be taken all actions, or do or cause to be done all things necessary, proper, advisable or desirable under the Act to consummate the merger and to make the merger effective in accordance with this Agreement, including the execution and filing of all such certificates, documents, information, returns and other agreements.

I. Anything herein to the contrary notwithstanding, this Agreement may be abandoned at any time prior to the Effective Date by action of the members of the Surviving Company or the Merging Companies, acting for any reason or for no reason. In the event of such termination and abandonment, this Agreement shall become void and have no further effect without any liability on the part of the Surviving Company or the Merging Companies or the members of such entities.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Surviving Company and the Merging Companies have caused this Agreement to be signed this 19<sup>th</sup> day of November, 2008.

**SURVIVING COMPANY:**

TURNBERRY ACQUISITION III LLC,  
a Florida limited liability company

By: GPR McKinley Manager LLC,  
a Michigan limited liability company  
Its: Manager

By: McKinley Associates, Inc.,  
a Michigan corporation  
Its: Manager

By: Kenneth P. Polsinelli  
Kenneth P. Polsinelli  
Its: Vice President

**MERGING COMPANIES:**

TURNBERRY ACQUISITION I LLC,  
a Florida limited liability company

By: GPR McKinley Manager LLC,  
a Michigan limited liability company  
Its: Manager

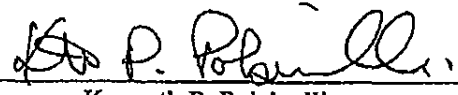
By: McKinley Associates, Inc.,  
a Michigan corporation  
Its: Manager

By: Kenneth P. Polsinelli  
Kenneth P. Polsinelli  
Its: Vice President

TURNBERRY ACQUISITION II LLC,  
a Florida limited liability company

By: GPR McKinley Manager LLC,  
a Michigan limited liability company  
Its: Manager

By: McKinley Associates, Inc.,  
a Michigan corporation  
Its: Manager

By:   
Kenneth P. Polsinelli  
Its: Vice President