

MAY. 30. 2008 2:20PM  
Division of Corporations

GREENBERG TRAUIG

NO. 979 PaP 1 of 1

L08000053462

Florida Department of State  
Division of Corporations  
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TALLAHASSEE, FLORIDA

## MERGER OR SHARE EXCHANGE

Bainbridge Communities Management, LLC

Certificate of Status	1
Certified Copy	1
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EXAMINER

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**STATE OF FLORIDA**  
**CERTIFICATE OF MERGER**

The following Certificate of Merger is submitted in accordance with Sections 608.4382 and 607.1109, 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>
Bainbridge Communities Management, Inc.	Florida	Corporation

**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>
Bainbridge Communities Management, LLC	Florida	Limited Liability Company

**THIRD:** The attached Plan of Merger was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 607 and 608, Florida Statutes.

**FOURTH:** The merger shall be effective as of May 31, 2008.

[Signature page follows]

SECTION 607 OF STATUTES  
DIVISION OF CORPORATION  
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IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be executed and acknowledged as of the date first written above.

**MERGING PARTY:**

**BAINBRIDGE COMMUNITIES MANAGEMENT, INC.,** a Florida corporation

By:

  
Richard A. Schechter, President


**SURVIVING PARTY:**

**BAINBRIDGE COMMUNITIES MANAGEMENT, LLC,** a Florida limited liability company

By:

RAS Manager, LLC, a Florida limited liability company, its Manager

By:

  
Richard A. Schechter, Manager

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**PLAN OF MERGER**

THIS PLAN OF MERGER (the "Agreement") is made and entered into effective as of this 30 day of May 2008, by and between BAINBRIDGE COMMUNITIES MANAGEMENT, INC., a Florida corporation, (hereinafter sometimes referred to as the "Merged Entity"), and BAINBRIDGE COMMUNITIES MANAGEMENT, LLC, a Florida limited liability company (the "Surviving Entity"). The Merged Entity and the Surviving Entity are hereinafter sometimes referred to as the "Constituent Entities."

**WITNESSETH:**

WHEREAS, the parties desire that the Merged Entity merges with and into the Surviving Entity in a manner which conforms to applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I****MERGER**

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Limited Liability Company Act (the "LLC Act") and the Florida Business Corporation Act, the Merged Entity shall merge with and into the Surviving Entity in accordance with Sections 608.438 and 607.1108, Florida Statutes (the "Merger"). Following the Merger, the Surviving Entity shall continue its existence under the laws of the State of Florida, and the separate corporate existence of the Merged Entity under the laws of the State of Florida shall cease.

1.2 Effective Date. A Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Florida Department of State in accordance with the provisions of the LLC Act. The effective date of the merger shall be May 31, 2008 (the "Effective Date").

1.3 Rights of the Surviving Entity. At of the Effective Date: (a) the Merged Entity and the Surviving Entity shall become a single limited liability company and the separate existence of the Merged Entity shall cease; (b) the Surviving Entity shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Entity which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Entity, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Entity shall vest in the Surviving Entity without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Entity shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Entity shall be subject to all the contractual restrictions, liabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the

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Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 1.3, all limited liability company and corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, managers, shareholders, directors, committees elected or appointed by the managers, directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Entity as they were with respect to the Constituent Entities.

1.4 Articles of Organization; Limited Liability Company Operating Agreement; Members of Surviving Entity; Termination of Merged Entity Corporate Governance Documents. From and after the Effective Date: (a) the Articles of Organization of the Surviving Entity shall continue as the Articles of Organization of the Surviving Entity; (b) the Limited Liability Company Operating Agreement of the Surviving Entity shall continue as the Limited Liability Company Operating Agreement of the Surviving Entity until terminated in the manner provided by law; and (c) the members of the Surviving Entity shall remain the members of the Surviving Entity. All governance documents and shareholders agreements of the Merged Entity shall be terminated as of the Effective Date.

## ARTICLE II

### CONVERSION AND EXCHANGE OF SECURITIES

2.1 Conversion of Shares. At the Effective Date, each then outstanding share of common stock of the Merged Entity shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof.

## ARTICLE III

### MISCELLANEOUS

3.1 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

3.2 Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

3.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

3.4 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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3.5 Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

3.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

3.7 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

**MERGED ENTITY:**

**BAINBRIDGE COMMUNITIES MANAGEMENT, INC., a**  
Florida corporation

By:

  
Richard A. Schechter, President

**SURVIVING ENTITY:**

**BAINBRIDGE COMMUNITIES MANAGEMENT, LLC, a**  
Florida limited liability company

By:

RAS Manager, LLC, a Florida limited liability company,  
its Manager

By:

  
Richard A. Schechter, Manager

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