

09 000090358

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H09000231780 3)))



H090002317803ABC/

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : CUMMINGS & LOCKWOOD
Account Number : 102336001100
Phone : (239) 649-3154
Fax Number : (239) 263-0703

2009 OCT 30 AM 8:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

2009 OCT 30 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

Wyman Stokes Builder LLC

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$68.75

T. CLINE

NOV - 2 2009

\$78.75

EXAMINER

Electronic Filing Menu

Corporate Filing Menu

Help

H09000231780 3

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with sections 607.1109 and 608.4382, Florida Statutes.

FIRST: The exact name, street address of the principal office, jurisdiction, and entity type for each merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WYMAN STOKES BUILDER, INC. 12951 Metro Parkway, Suite 8 Fort Myers, Florida 33966	Florida	Corporation
Florida Document/Registration Number:	LS7230	FEI Number: 65-0179454

SECOND: The exact name, street address of the principal office, jurisdiction, and entity type for each surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WYMAN STOKES BUILDER LLC 9340 College Parkway Fort Myers, Florida 33919	Florida	LLC
Florida Document/Registration Number:	L09000090358	FEI Number: 27-1087084

2009 OCT 30 AM 9:24
SECRETARY OF STATE
RECEIVED

THIRD: The attached plan of merger meets the requirements of sections 607.1108 608.438, Florida Statutes, and was approved by both the domestic corporation and the domestic limited liability company that are parties to the merger in accordance with Chapters 607 and 608, Florida Statutes.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of incorporation or bylaws of any corporation or articles of organization or operating agreement of any limited liability company that is a party to the merger.

FIFTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State.

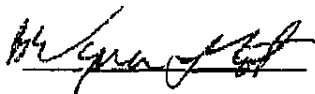
H09000231780 3

SIXTH: The Articles of Merger comply and were executed in accordance with the laws of Florida.

SEVENTH: Signatures for Each Party:

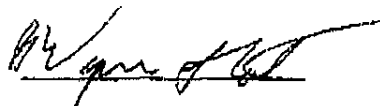
<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed Name of Individual</u>
-----------------------	---------------------	---------------------------------

WYMAN STOKES BUILDER, INC., a Florida corporation



B. Wyman Stokes President

WYMAN STOKES BUILDER LLC, a Florida limited liability company
--



B. Wyman Stokes Manager

FILED
2009 OCT 30 AM 8:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H09000231780 3

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of the 18th day of September, 2009, by and between **WYMAN STOKES BUILDER, INC.**, a Florida corporation (the "Corporation") and **WYMAN STOKES BUILDER LLC**, a Florida limited liability company (the "LLC"). The Corporation and the LLC are sometimes referred to herein as the "Constituent Companies."

WITNESSETH:

WHEREAS, the sole director and the shareholders of the Corporation and the manager and members of the LLC have determined that it is advisable that the Corporation be merged with and into the LLC and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Florida which permit such merger.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

ARTICLE I.
THE MERGER

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the Corporation shall merge with and into the LLC (the "Merger"); and the LLC shall continue as the surviving company (the "Surviving Company"), subject to the laws of the State of Florida. The Merger shall be pursuant to and shall have the effect provided for in the Florida Business Corporation Act (the "FL Act") and the Florida Limited Liability Company Act (the "LLC Act," the FL Act and the LLC Act may, as applicable, each be referred to herein as the "Act," and may be collectively referred to herein as the "Acts").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The LLC shall become the Surviving Company, and the separate existence of the Corporation shall cease, except to the extent provided by the Acts in the case of a corporation after its merger with and into a limited liability company;

(b) The Surviving Company shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any Constituent Company on whatever account. All interests of, belonging or due to, either of the Constituent Companies shall thereupon be deemed to be transferred to and vested in the Surviving

H09000231780 3

2009 OCT 30 AM 8:24

FILED

H09000231780 3

Company without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Companies shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Company shall be responsible for all debts, liabilities and obligations of each of the Constituent Companies and each claim existing and each action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, and the Surviving Company may be substituted in the place of such Constituent Companies. No right of any creditor of either Constituent Company and no lien upon the property of either Constituent Company shall be impaired by the Merger.

(d) The name and address of the Manager of the Surviving Company is **B. WYMAN STOKES**, 9340 College Parkway, Fort Myers, Florida 33919.

ARTICLE II. ARTICLES OF ORGANIZATION AND ARTICLES OF INCORPORATION OPERATING AGREEMENT AND BY-LAWS

Section 2.1. Articles of Organization and Articles of Incorporation. The Articles of Organization of the LLC, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Company from and after the Effective Date. Such Articles of Organization shall continue in effect until amended, restated or repealed in accordance with applicable law and the Articles of Organization of the Surviving Company. The Articles of Incorporation of the Corporation shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Operating Agreement and By-Laws. The Operating Agreement of the LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Company from and after the Effective Date. Such Operating Agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the Articles of Organization and the Operating Agreement of the Surviving Company. The By-Laws of the Corporation shall terminate and be of no force or effect as of the Effective Date.

ARTICLE III. MANNER AND BASIS OF CONVERTING SHARES

As of the Effective Date, pursuant to this Agreement and without any action on the part of any shareholder of the Corporation or member of the LLC, all of the issued and outstanding shares of the Corporation shall be converted into membership interests in the same percentage of ownership interests held in the Corporation.

H09000231780 3

2009 OCT 30 AM 8:24

FILED

H09000231780 3

ARTICLE IV. EFFECTIVENESS OF MERGER

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

- (i) the Articles of Merger shall be executed and filed with the Department of State of the State of Florida in accordance with the Acts; and
- (ii) the Constituent Companies shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon the filing of the Articles of Merger with the Department of State of the State of Florida (the "Effective Date").

ARTICLE V. TERMINATION AND AMENDMENT

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the sole director of the Corporation or by the manager of the LLC, notwithstanding approval of this Agreement by the sole director or shareholders of the Corporation or the manager or members of the LLC. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Article, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Companies, or its shareholders or members.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the sole director of the Corporation or the manager of the LLC at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the sole director of the Corporation or the manager of the LLC shall not (i) alter or change the amount or kind of membership interests to be received, (ii) alter or change any term of the Articles of Organization of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the shareholders of the Corporation or the members of the LLC.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Company or its successors or assigns determines that any documentation, action or things are necessary or desirable to further carry out the purposes of this

2009 OCT 30 AM 8:24
SECRET
TALLAHASSEE

H09000231780 3

Agreement or to vest the Surviving Company with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Companies, the manager of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any Constituent Company or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Company or otherwise, all such other actions and things.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

WYMAN STOKES BUILDER, INC., a
Florida corporation

By: 

Name: B. WYMAN STOKES

Title: President

WYMAN STOKES BUILDER LLC, a
Florida limited liability company

By: 

Name: B. WYMAN STOKES

Title: Manager

SEE MEWAY OF 3 PM
TALLAHASSEE, FLORIDA

2009 OCT 30 AM 8:24

FILED

H09000231780 3