

L130000/4940

CAUTHEN & FELDMAN
Division of Corporations
Fax 3523437759

Jan 31 2013 06:17pm R081/009

Florida Department of State
Division of Corporations
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.

((H13000023989 3)))



H130000239893ADG2

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 : CAUTHEN AND FELDMAN, P.A.
Account Number : I19980000085
Phone : (352) 343-2225
Fax Number : (352) 343-7759

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: pdolan01@yahoo.com

2012 FEB - 1 PM 12:26
FILED
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

RECEIVED

13 FEB - 1 AM 8:07

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
Dolan Properties Holdings, LLC

merger

Certificate of Status	0
Certified Copy	0
Page Count	07

JAN 31 2013

T. LEWIS

Estimated Charge	\$50.00
------------------	---------

Electronic Filing
Menu

Corporate Filing Menu

Help

Audit # E13000023989 3

FILED

2012 FEB -1 PM 12:26

SECRETARY OF STATE
TALLAHASSEE, FLORIDA**CERTIFICATE OF MERGER****OF****DOLAN PROPERTIES, LLC, an Arkansas Limited Liability Company****INTO****DOLAN PROPERTIES HOLDINGS, LLC, a Florida Limited Liability Company**

Under Section 608.438 of Florida Statutes

Pursuant to the provisions of Section 608.438 of the Florida Statutes, the undersigned hereby certify by this Certificate of Merger as follows:

FIRST: The name of each limited liability company that is a party to the merger are **DOLAN PROPERTIES, LLC**, an Arkansas limited liability company, its principal office and mailing address is 611 Bayview Circle, Knoxville, AR 72845 ("DPAR"), and **DOLAN PROPERTIES HOLDINGS, LLC**, a Florida limited liability company, its principal office and mailing address is 12807 Blue Heron Way, Leesburg, FL 34788 ("DPHFL"). The surviving corporation is **DPHFL**.

SECOND: The Plan of Merger is annexed hereto as **Exhibit "A"** and incorporated herein by reference in its entirety.

THIRD: The Plan of Merger was duly adopted by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: This merger shall be effective on the 29th day of January 2013, pursuant to the provisions of Section 608.438(4)(b), Florida Statutes.

IN WITNESS WHEREOF, each limited liability company party to the merger has caused this Certificate of Merger to be executed on its behalf by its member(s) this 29th day of January 2013.

William H. Cauthen, Esquire
Cauthen & Feldman, P.A.
Attorneys at Law
215 North Joanna Avenue
Tavares, FL 32778
(352)343-2225
Florida Bar #133488
Audit # _____

DOLAN PROPERTIES, LLC
an Arkansas limited liability company

MEMBERS

By: John R. Dolan, Jr.
John R. Dolan, Jr.

By: Patricia R. Dolan
Patricia R. Dolan

MANAGER:

By: Patricia R. Dolan
Patricia R. Dolan

DOLAN PROPERTIES HOLDINGS, LLC
a Florida limited liability company

MEMBERS

By: John R. Dolan, Jr.
John R. Dolan, Jr.

By: Patricia R. Dolan
Patricia R. Dolan

MANAGER:

By: Patricia R. Dolan
Patricia R. Dolan



AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is dated the 29th day of January 2013, between **DOLAN PROPERTIES, LLC**, an Arkansas limited liability company (hereinafter sometimes referred to as "DPAR") and **DOLAN PROPERTIES HOLDINGS, LLC**, a Florida limited liability company (hereinafter sometimes referred to as "DPHFL"), said limited liability companies being sometimes collectively referred to herein as the "Limited Liability Companies".

WITNESSETH:

WHEREAS, **DPAR**, is a limited liability company duly organized and existing under the laws of the State of Arkansas.

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

WHEREAS, the members of said Limited Liability Companies deems it advisable that **DPAR** be merged into **DPHFL**.

WHEREAS, the members of **DPAR** will receive no additional units in exchange for the units in **DPAR** because the percentage ownership of the Limited Liability Companies is the same as more fully described in ARTICLE VI hereafter.

NOW, THEREFORE, the Limited Liability Companies hereby agree that **DPAR** shall be merged with and into **DPHFL** in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger.

ARTICLE I

THE LIMITED LIABILITY COMPANIES

The names of the Limited Liability Companies to the merger are **DOLAN PROPERTIES, LLC**, an Arkansas limited liability company, (Arkansas Document No.10463930002) and **DOLAN PROPERTIES HOLDINGS, LLC**, a Florida limited liability company, (Florida Document No. L13000014940).

ARTICLE II

THE MERGER; THE SURVIVING LIMITED LIABILITY COMPANY

On the Effective Date, as hereinafter defined, DPAR shall be merged into DPHFL, in accordance with the applicable provisions of Chapter 608 of the Florida Statutes (the Florida Limited Liability Company Act). DPHFL shall be the surviving limited liability company, and shall be governed by the laws of the State of Florida.

ARTICLE III

THE EFFECT OF THE MERGER

From and after the filing of the Certificate of Merger in accordance with Article VII hereof, the Limited Liability Companies shall be a single limited liability company, which shall be DPHFL. From and after such filing, the separate existence of DPAR shall cease, while DPHFL shall continue unaffected and unimpaired. DPHFL shall have all the rights, privileges, immunities, and powers, and shall be subject to all the duties and liabilities, of a limited liability company organized under the Florida Limited Liability Company Act. DPHFL shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of each of the Limited Liability Companies. All property, real, personal and mixed, and all debts on whatever account, all other choices in action, and all and every other interest of or belonging to or due to each of the Limited Liability Companies, shall be taken and deemed to be transferred to and vested in DPHFL without further act or deed. The title to any real estate, or any interest therein, vested in either of the Limited Liability Companies shall not revert or be in any way impaired by reason of such merger. DPHFL shall henceforth be responsible and liable for all the liabilities and obligations of each of the Limited Liability Companies, and any claim existing or action or proceeding pending by or against either of the Limited Liability Companies may be prosecuted as if such merger had not taken place, or DPHFL may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Limited Liability Companies shall be impaired by such merger.

ARTICLE IV

SUPPLEMENTARY ACTION

If at any time after the Effective Date any further assignments or assurances in law or any

other things are necessary or desirable to vest or to perfect, confirm or record in DPHFL the title to any property or rights of either of the Limited Liability Companies, or otherwise to carry out the provisions of this Agreement and Plan of Merger, the proper member of the respective Limited Liability Companies as of the Effective Date shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest or to perfect or confirm title to such property or rights in DPHFL and otherwise to carry out the purposes and provisions of this Agreement and Plan of Merger.

ARTICLE V

ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT: MEMBERS

(a) The Articles of Organization and Operating Agreement of DPHFL in effect on the Effective Date, shall remain the Articles of Organization and Operating Agreement of DPHFL, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

(b) The person(s) who shall serve as Manager(s) of DPHFL shall be:

PATRICIA R. DOLAN

ARTICLE VI

TREATMENT OF UNITS OF LIMITED LIABILITY COMPANIES

(a) Each unit of DPHFL, outstanding immediately prior to the filing of the Certificate of Merger in accordance with Article VII, shall continue in existence as a unit of the merged limited liability company and there shall be no distribution of cash or securities with respect thereto.

(b) Each unit of DPAR, if any, outstanding immediately prior to the filing of the Certificate of Merger in accordance with Article VII shall, by virtue of the merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and no additional units of DPHFL shall be issued to the DPAR member.

ARTICLE VII

APPROVAL BY MEMBERS

This Plan of Merger shall be submitted to the respective member of the Limited Liability Companies for approval as provided by the Florida Limited Liability Company Act on the 29th

day of January 2013. If duly adopted, by the requisite vote of members, Certificate of Merger meeting the requirements of the Florida Limited Liability Company Act shall be filed immediately in the appropriate office in Florida.

ARTICLE VIII

EFFECTIVE DATE

The merger of **DPAR** into **DPHFL** shall become effective the 29th day of January 2013, in accordance with the Florida Limited Liability Company Act. The date on which such merger shall become effective is herein called the "Effective Date".

ARTICLE IX

COVENANTS OF DPAR

DPAR covenants and agrees that: (a) it will not further amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any units or any rights to acquire any such units prior to the Effective Date.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized member on the day and year above written.

DOLAN PROPERTIES, LLC
an Arkansas limited liability company

MEMBERS

By: John R. Dolan, Jr.
John R. Dolan, Jr.

By: Patricia R. Dolan
Patricia R. Dolan

MANAGER

By: Patricia R. Dolan
Patricia R. Dolan

DOLAN PROPERTIES HOLDINGS, LLC
a Florida limited liability company

MEMBERS

By: John R. Dolan, Jr.
John R. Dolan, Jr.

By: Patricia R. Dolan
Patricia R. Dolan

MANAGER

By: Patricia R. Dolan
Patricia R. Dolan