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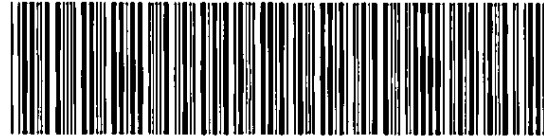
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2019 FEB 20 PM 4:25  
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FEB 21 2019  
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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

February 20, 2019

CORPORATE ACCESS, INC.

SUBJECT: MAHAFFEY ASSOCIATES JACKSONVILLE, LLC  
Ref. Number: L16000144281

RECEIVED  
19 FEB 20 PM 2:59

We have received your document for MAHAFFEY ASSOCIATES JACKSONVILLE, LLC and your check(s) totaling \$133.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

If you have any questions concerning the filing of your document, please call (850) 245-6838.

Cheryl R McNair  
Regulatory Specialist II

Letter Number: 119A00003601

*Corrected*

**CORPORATE  
ACCESS,  
INC.**

When you need ACCESS to the world

55

236 East 6th Avenue, Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666. Fax (850) 222-1666

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**PICK UP:** 2/19 LAUREN

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TALLAHASSEE, FLORIDA

☐ **CERTIFIED COPY**

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GS - SHOWING MERGER NAMES

☒ **FILING**

MERGER

1. **THE CARLTON AT BARTRAM PARK, LLC**

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

**SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLES OF MERGER**

2019 FEB 20 PM 4:25

Merger of

THE CARLTON AT BARTRAM PARK, LLC, a Florida limited liability company

into

MAHAFFEY ASSOCIATES JACKSONVILLE, LLC, a Florida limited liability company

The undersigned limited liability companies, in accordance with §§ 605.1021 – 605.1026 of the Florida Revised Limited Liability Company Act, hereby adopt the following Articles of Merger:

**ARTICLE I: PARTIES**

The parties to these Articles of Merger (herein the "Articles of Merger") are THE CARLTON AT BARTRAM PARK, LLC, a Florida limited liability company (herein "Carlton") and MAHAFFEY ASSOCIATES JACKSONVILLE, LLC, a Florida limited liability company (herein "MAJ") (Carlton and MAJ together herein the "Merging Companies").

**ARTICLE II: SURVIVING COMPANY**

The company to survive the merger is MAJ, which shall continue under its present name and Articles of Organization, except as otherwise provided herein.

**ARTICLE III: ARTICLES OF ORGANIZATION**

The Articles of Organization of MAJ shall not be changed by virtue of the merger.

**ARTICLE IV: TERMS AND CONDITIONS**

The plan of merger (herein the "Plan of Merger") submitted to the members (herein the "Members") of the Merging Companies is attached hereto as Exhibit "A".

**ARTICLE V: ADOPTION**

These Articles of Merger and the Plan of Merger were unanimously adopted in accordance with the provisions of Florida Statutes §§ 605.1021 – 605.1026 by the Members of:

- (1) Carlton on FEBRUARY 15, 2019; and
- (2) MAJ on FEBRUARY 15, 2019.

**ARTICLE VI: STATEMENT AS TO UNITS**

The manner in which the issued units of Carlton and MAJ will be exchanged, classified or cancelled is as follows:

A. Each unit of Carlton outstanding prior to these Articles of Merger becoming effective shall be converted into one-half (1/2) unit of MAJ, the Surviving Company.

B. Each unit of MAJ outstanding prior to these Articles of Merger becoming effective shall be converted into one-half (1/2) unit of MAJ, the Surviving Company.

ARTICLE VII: APPRAISAL RIGHTS

Carlton agrees to pay to any Members of Carlton with appraisal rights, the amount to which such Members are entitled, under the provisions of §§ 605.1006 and 605.1061 – 605.1072, Florida Statutes.

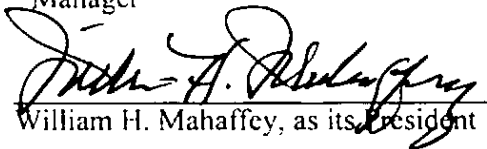
ARTICLE VIII: EFFECTIVE DATE

The effective date of the merger herein contemplated is February 28, 2019, at 6:00 a.m.

IN WITNESS WHEREOF, the undersigned have executed and signed these Articles of Merger this 15<sup>th</sup> day of February, 2019.

THE CARLTON AT BARTRAM PARK,  
LLC, a Florida limited liability company

By: Bartram Park North Corporate General,  
Inc., a Florida corporation, as its  
Manager

By:   
William H. Mahaffey, as its President  
(Corporate Seal)

MAHAFFEY ASSOCIATES  
JACKSONVILLE, LLC, a Florida limited  
liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
as authorized Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
as authorized Manager

Exhibits: "A" - Plan of Merger

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LLC, a Florida limited liability company

By: Bartram Park North Corporate General,  
Inc., a Florida corporation, as its  
Manager

By: \_\_\_\_\_  
William H. Mahaffey, as its President  
(Corporate Seal)

MAHAFFEY ASSOCIATES  
JACKSONVILLE, LLC, a Florida limited  
liability company

By:   
Print Name: DANIEL M. ESTERLINE  
as authorized Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
as authorized Manager

Exhibits: "A" - Plan of Merger

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By: Bartram Park North Corporate General,  
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Manager

By: \_\_\_\_\_  
William H. Mahaffey, as its President  
(Corporate Seal)

MAHAFFEY ASSOCIATES  
JACKSONVILLE, LLC, a Florida limited  
liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
as authorized Manager

By:   
Print Name: M. THOMAS MAHAFFEY, JR.  
as authorized Manager

Exhibits: "A" - Plan of Merger

**EXHIBIT "A"**  
**PLAN OF MERGER**  
**OF**  
**THE CARLTON AT BARTRAM PARK, LLC, a Florida limited liability company**  
**INTO**

**MAHAFFEY ASSOCIATES JACKSONVILLE, LLC, a Florida limited liability company**

The following plan of merger ("Plan of Merger") is hereby established in accordance with Florida Revised Limited Liability Company Act.

1. Names of Companies. The names of the companies which are parties to this Plan of Merger are THE CARLTON AT BARTRAM PARK, LLC, a Florida limited liability company (herein "Carlton"), which shall merge into MAHAFFEY ASSOCIATES JACKSONVILLE, LLC, a Florida limited liability company (herein "MAJ" or "Surviving Company"). The company to survive the merger is MAHAFFEY ASSOCIATES JACKSONVILLE, LLC, a Florida limited liability company, which shall continue under the name MAHAFFEY ASSOCIATES JACKSONVILLE, LLC, a Florida limited liability company.

2. Terms and Conditions of Merger.

(A) Manager. The Manager of MAJ shall continue to hold office as the Manager of the Surviving Company until the Manager's successor has been appointed in the manner provided in the Amended and Restated Operating Agreement of the Surviving Company, which shall take effect upon the effective date of the merger.

(B) Members' Meeting. The first regular meeting of the Members of the Surviving Company shall be held as soon as practicable after the effective date of the merger.

(C) Continuation of Officers. Upon the effective date of merger, all persons who are executive or administrative officers of MAJ shall continue their role with the Surviving Company, subject to the Amended and Restated Operating Agreement of the Surviving Company. The Manager of the Surviving Company may elect or appoint such additional officers as they may deem necessary, subject to the Amended and Restated Operating Agreement of the Surviving Company.

(D) Effective Date of Merger.

(1) This Plan of Merger shall be submitted to the respective Members of the constituent companies as may be required by applicable law and the governing documents of the constituent companies and shall be adopted upon receipt of such vote as is required by applicable law and governing documents.

(2) This Plan of Merger shall be deemed effective on February 28, 2019.

(E) Effect of Merger.

(1) Surviving Company. The Surviving Company, shall, without other transfer, succeed to and possess all of the rights, privileges, powers, immunities and franchises, both public and private, and shall be subject to all the restrictions, liabilities, obligations, disabilities and duties of Carlton and all property, both real and personal, and all debts and liabilities due Carlton on whatever account, as well



as all other causes of action and items or rights belonging to Carlton which shall be vested in the Surviving Company.

(2) Rights of Creditors. All of the rights of creditors and all liens upon any property of Carlton shall be preserved, unimpaired, limited to the property effected by such liens at the time of merger, and all debts, liabilities and duties of such company shall attach to the Surviving Company and may be entered against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

(3) Delivery of Deeds and Instruments. From time to time, as requested by the Surviving Company, or by its successors or assigns, Carlton shall execute and deliver or cause to be executed and delivered all deeds and other instruments, and shall take such other actions as the Surviving Company may deem necessary and desirable in order to more fully vest in the Surviving Company, title and possession of all of the property, rights, privileges, powers and franchises referred to in this Plan of Merger.

(F) Expenses of Merger. MAJ shall pay the expenses associated with this Plan of Merger.

3. Manner and Basis of Converting Units. The manner in which the issued units of MAJ and Carlton will be exchanged, classified or cancelled is as follows:

(A) The only outstanding ownership units in Carlton are 100 units presently outstanding. Each unit of Carlton outstanding prior to the effective date of this Plan of Merger shall be converted into one-half unit of MAJ, the Surviving Company.

(B) The sole outstanding unit ownership in MAJ is 100 units presently outstanding. Each unit of MAJ outstanding prior to this Plan of Merger becoming effective shall be converted into one-half unit of MAJ, the surviving company.

4. Articles of Merger. MAJ and Carlton shall cause their respective officers to execute and file with the appropriate government bodies, Articles of Merger reflecting this Plan of Merger.

The following acknowledge that the above is a true and correct copy of the Plan of Merger adopted by the Members of Carlton on 2-15, 2019 and by the Members of MAJ on 2-15, 2019.

THE CARLTON AT BARTRAM PARK, LLC, a  
Florida limited liability company

By: Bartram Park North Corporate General,  
Inc., a Florida corporation, as its Manager

By:   
William H. Mahaffey, as its President

(Corporate Seal)

MAHAFFEY ASSOCIATES JACKSONVILLE,  
LLC, a Florida limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
as authorized Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
as authorized Manager

as all other causes of action and items or rights belonging to Carlton which shall be vested in the Surviving Company.

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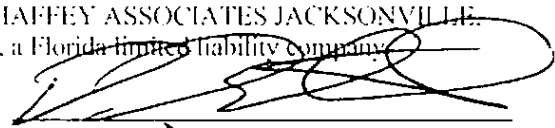
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By: Bartram Park North Corporate General,  
Inc., a Florida corporation, as its Manager

By: \_\_\_\_\_  
William H. Mahaffey, as its President

(Corporate Seal)

MAHAFFEY ASSOCIATES JACKSONVILLE,  
LLC, a Florida limited liability company

By:   
Print Name: DANIEL M. ESTERLINE  
as authorized Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
as authorized Manager

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The following acknowledge that the above is a true and correct copy of the Plan of Merger adopted by the Members of Carlton on 2/5, 2019 and by the Members of MAJ on 2/5, 2019.

THE CARLTON AT BARTRAM PARK, LLC, a  
Florida limited liability company

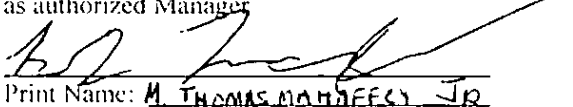
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By: \_\_\_\_\_  
William H. Mahaffey, as its President

(Corporate Seal)

MAHAFFEY ASSOCIATES JACKSONVILLE,  
LLC, a Florida limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
as authorized Manager

By:   
Print Name: W. THOMAS MAHAFFEY, JR.  
as authorized Manager