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Division of Corporations

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MERGER OR SHARE EXCHANGE

W C HUFF VENTURES, L.C.

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**ARTICLES OF MERGER OF  
R & R VENTURES, LC  
INTO  
W C HUFF VENTURES, L.C.**

The following Article of Merger are being submitted in accordance with Section 608.4382, Florida Statutes.

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

	<u>Name and address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1.	R & R Ventures, LC 4227 Progress Avenue Naples, Florida 34104 Florida Document Registration Number: L00000005614 FEI Number: 651009508	Florida	Limited Liability Company
2.	W C Huff Ventures, L.C. 4227 Progress Avenue Naples, Florida 34104 Florida Document Registration Number: L98000000188 FEI Number: 650814511	Florida	Limited Liability Company

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party (the "Surviving Party") are as follows:

	<u>Name and address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
	W C Huff Ventures, L.C. 4227 Progress Avenue Naples, Florida 34104 Florida Document Registration Number: L98000000188 FEI Number: 650814511	Florida	Limited Liability Company

**THIRD:** The attached Plan of Merger meets the requirements of Section 698.438, Florida Statutes, and was approved by each of the domestic limited liability companies that are the parties to the merger in accordance with Chapter 698, Florida Statutes.

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**FOURTH.** The merger is permitted under the laws of the State of Florida and is not prohibited by the articles of organization of any of the limited liability companies that are the parties to the merger.

**FIFTH.** The Surviving Party hereby appoints as its managing member, Jim L. Henderson whose address is 4227 Progress Avenue, Naples, Florida 34104. The Surviving Party hereby appoints Michael L. Hilton whose address is 4227 Progress Avenue, Naples, Florida 34104, as its resident agent.

**SIXTH.** The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

**SEVENTH.** The Articles of Merger comply and were executed in accordance with Chapter 698, Florida Statutes.

**EIGHTH. SIGNATURES FOR EACH PARTY:**

<u>Name of Entity</u>	<u>Signature</u>	<u>Type or Printed Name of Individual</u>
R & R Ventures, LC	By: <u>Jim L. Henderson</u>	Jim L. Henderson, Member
	By: <u>Robert B. Hills</u>	Robert B. Hills, Member
WC Huff Ventures, L.C.	By: <u>Jim L. Henderson</u>	Jim L. Henderson, Member
	By: <u>Robert B. Hills</u>	Robert B. Hills, Member

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TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger is made and entered into as of the \_\_\_ day of August, 2004 ("Agreement") by and between R & R VENTURES, LC, a Florida limited liability company ("R & R") and W C HUFF VENTURES, L.C., a Florida limited liability company ("Huff") (R & R and Huff are sometimes collectively referred to as the "Constituent Companies" and Huff as the "Surviving Company").

**RECITALS**

WHEREAS, the members of R & R and the members of Huff have approved this Agreement and the merger of R & R with and into Huff (the "Merger") upon the terms and subject to the conditions set forth in this Agreement and declared this Agreement to be advisable; and

WHEREAS, R & R and Huff desire to set forth the terms of the consummation of the Merger;

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

**ARTICLE 1 - THE MERGER**

1.1 **The Merger.** On the Effective Date (as defined in Section 1.2 of this Agreement), the separate existence of R & R shall cease and R & R shall be merged into Huff which, as the Surviving Company, shall possess all of the rights, privileges, powers and franchises, of a public as well as a private nature, and be subject to all of the restrictions, liabilities and duties of R & R; and all and singular, the rights, privileges, powers and franchises of R & R, and all property, real, personal and mixed, and all debts due to R & R on whatever account, and all other things, in action or belonging to R & R, shall be vested in the Surviving Company; and all property rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the Constituent Companies, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in the Constituent Companies shall not revert or in any way be impaired; that all rights of creditors and all liens upon any property of the Constituent Companies shall be preserved, unimpaired, and all debts, liabilities and duties of the Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers or members of R & R or the corresponding officers or members of the Surviving Company may in the name of R & R execute and deliver all such proper deeds, assignments and other instruments or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Company title to and possession of all R & R's property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Agreement.

1.2 **Filing of Articles of Merger; Effective Date.** If this Agreement is not terminated or abandoned as permitted by the provisions hereof, Articles of Merger shall be filed

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and recorded in accordance with the Florida Limited Liability Company Act. The Merger shall become effective on the date and time the Articles of Merger are filed with the Florida Department of State, which date and time are herein referred to as the "Effective Date".

**1.3 Articles of Organization, Operating Agreement and Management of Surviving Company.**

(1) The Articles of Organization of Huff, as in effect immediately prior to the Effective Date of the Merger, shall continue as the Articles of Organization of the Surviving Company until the same shall thereafter be altered, amended or repealed in accordance with the provisions of the laws of the Florida Limited Liability Company Act.

(2) The managing member and resident agent of Huff resigns concurrent with the filing of the Articles of Merger and Jim L. Henderson whose address is 4227 Progress Avenue, Naples, Florida 34104, shall become the managing member and Michael L. Hilton whose address is 4227 Progress Avenue, Naples, Florida 34104, shall become the resident agent of the Surviving Company upon the Effective Date of the Merger.

**ARTICLE II - STATUS AND CONVERSION OF MEMBERSHIP INTERESTS.**

**2.1 Conversion of Membership Interests.**

(1) On or following the Effective Date, any membership interest of R & R held by Robert B. Hills and/or Robert B. Hills, Jr. is being redeemed, retired and cancelled by agreement of the members.

(2) On or following the Effective Date, any membership interest of Huff held by Robert B. Hills is being redeemed, retired and cancelled by agreement of the members. The membership interest held by Jim L. Henderson shall be continued and shall be evidenced by his interest in the Surviving Company equal to 100% of membership interest in the Surviving Company.

**ARTICLE III - TERMINATION, AMENDMENT AND WAIVER.**

3.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Date by mutual consent of each of the parties hereto, whether before or after adoption of this Agreement by the Managing Member of R & R or the Managing Member of Huff.

3.2 **Amendment.** This Agreement may be amended by the parties hereto, whether before or adoption of this Agreement by the Managing Member of R & R or the Managing Member of Huff by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

3.3 **Extension; Waiver.** At any time prior to the Effective Date, subject to applicable law, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto or (b) waive compliance with any of the agreements of any of the other parties hereto or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

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**ARTICLE IV - MISCELLANEOUS**

4.1 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law.

IN WITNESS WHEREOF, this Agreement has been executed by R & R and Huff as of the date first above written.

R & R VENTURES, LC, a Florida limited liability company

By: Jan L. Henderson  
Jan L. Henderson, Member

By: Robert B. Hills  
Robert B. Hills, Member

W CHUFF VENTURES, L.C., a Florida limited liability company

By: Jan L. Henderson  
Jan L. Henderson, Member

By: Robert B. Hills  
Robert B. Hills, Member

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