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4/11/01 -- per conversation
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filed as soon as possible.

Florida Department of State
Division of Corporations
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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

BETA ONE OF ALACHUA, L.L.C.

Certificate of Status	0
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Page Count	01
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ARTICLES OF MERGER
Merger Sheet

MERGING:

BETA THREE OF ALACHUA, L.L.C. A FLORIDA ENTITY

into

BETA ONE OF ALACHUA, L.L.C., a Florida entity L98000002245

File date: April 11, 2001

Corporate Specialist: Agnes Lunt

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TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**

THESE ARTICLES OF MERGER executed on the date undersigned by and between Beta Three of Alachua, L.L.C., a Florida Limited Liability Company, (hereinafter referred to as "BETA THREE") and Beta One of Alachua, L.L.C., a Florida Limited Liability Company, (hereinafter referred to as "BETA ONE").

WITNESSETH THAT:

WHEREAS, BETA THREE desires to merge into BETA ONE. *601-3503*

NOW THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1.0 Approval. On the date undersigned, all of the members of BETA THREE entitled to vote on the Plan of Merger as provided under the Florida Limited Liability Company Act, adopted and approved these Articles of Merger in their entirety. On the date undersigned all of the members of BETA ONE entitled to vote on the Plan of Merger as provided under the Florida Limited Liability Company Act, adopted and approved these Articles of Merger in their entirety.

2.0 Merger. BETA THREE, a Florida Limited Liability Company is hereby merged into BETA ONE.

3.0 Effective Date. These Articles of Merger are intended to become effective for all purposes, including income tax and accounting purposes, on April 10, 2001, or if later, the date of filing with such date being hereinafter called the Effective Date, and shall become effective for state law purposes upon the Effective Date and compliance with the laws of the State of Florida.

4.0 Surviving Entity. BETA ONE shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida and the separate existence of BETA THREE shall cease forthwith upon the Effective Date.

5.0 Conversion of Capital Interest. The capital interests of BETA ONE following the Effective Date shall be 100 interests and each member of BETA ONE and each member of BETA THREE shall own and hold the percentage member's interest in BETA ONE determined as follows: The sum of the total contributions to the capital of BETA ONE and BETA THREE shall be deemed the total value of the contributions to the capital of BETA ONE, and each member shall be issued that certain percentage and

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number of member interests in BETA ONE equal to the sum of the member's then current interest in the profits of BETA ONE and BETA THREE, respectively, determined pro rata based on the total value of the contributions to the capital of each company, as reflected on the company's books and records.

6.0 Articles of Organization. The Articles of Organization of BETA ONE following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Organization upon any other person whomsoever are subject to the terms of these Articles of Merger, shall continue as the Articles of Organization of BETA ONE as the surviving entity. Such Articles of Organization shall constitute the Articles of Organization of BETA ONE separate and apart from these Articles of Merger and may be separately certified as the Articles of Merger of BETA ONE.

7.0 Operating Agreement. The Operating Agreement of BETA THREE shall be the Operating Agreement of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, except all references to BETA THREE, and the Operating Agreement shall be replaced with references to BETA ONE, the surviving entity.

8.0 Further Assurance of Title. If at any time BETA ONE shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to BETA ONE any right, title, or interest of BETA THREE held immediately prior to the Effective Date, BETA THREE and its proper members, shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in BETA ONE as shall be necessary to carry out the purposes of these Articles of Merger.

9.0 Retirement of Capital Interests. As of the Effective Date, all of the interests of BETA ONE and BETA THREE currently held by their members shall be retired and terminated and the proper percentage and number of membership interests in BETA ONE as provided in Article 5.0 hereof shall be issued in respect thereof.

10.0 Book Entries. As of Effective Date entries shall be made upon the books of BETA ONE as follows:

10.1 The assets and liabilities of BETA THREE shall be recorded on the books of BETA ONE at the exact amounts at which they were carried on the books of BETA THREE, immediately prior to the Effective Date.

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10.2 All accounting and tax attributes of ~~BETA THREE~~, without limitation, shall become the accounting and tax attributes of BETA ONE.

11.0 Manager. Upon the Effective Date, Charles Spires shall serve as the sole Manager of the Beta One of Alachua, L.L.C., a Florida Limited Liability Company.

12.0 Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by Charles Spires, as Manager of Beta One of Alachua, L.L.C., a Florida Limited Liability Company, and Charles Spires, as Manager of Beta Three of Alachua, L.L.C., a Florida Limited Liability Company.

Executed this 10th day of April, 2001.

BETA ONE OF ALACHUA, L.L.C.

By: Charles Spires
Charles Spires, Manager

BETA THREE OF ALACHUA, L.L.C.

By: Charles Spires
Charles Spires, Manager

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TALLAHASSEE, FLORIDA**PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER executed on the 10th day of April, 2001, by and between Beta Three of Alachua, L.L.C., a Florida Limited Liability Company, (hereinafter referred to as "BETA THREE"), and Beta One of Alachua, L.L.C., a Florida Limited Liability Company (hereinafter referred to as "BETA ONE").

The Parties to this Plan and Agreement of Merger agree as follows:

ARTICLE 1.0 MERGER OF BETA THREE INTO BETA ONE

Upon the effective date (as defined in Article 4.0) BETA THREE shall be merged with and into BETA ONE and the separate existence of BETA THREE shall cease. BETA ONE (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida.

ARTICLE 2.0 CERTIFICATE OF ARTICLES OF ORGANIZATION

The Articles of Organization of BETA ONE shall be the Articles of Organization of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Operating Agreement of BETA THREE, a copy of which is attached hereto as Exhibit One, as in effect on the effective date, shall be the Operating Agreement of the Surviving Entity until altered, amended or repealed, as provided therein expressly provided however, all references to BETA THREE, shall be replaced with references to BETA ONE. As of the effective date, BETA ONE shall be managed by the Managing Member, Charles Spires, whose business address is 35 Magnolia Avenue, St. Augustine, Florida 32084.

ARTICLE 3.0 STATUS AND CONVERSION OF INTERESTS

Upon the effective date all of the capital interests of BETA THREE currently held by one or more of its members, shall be retired and terminated and interests in BETA ONE shall be issued in respect thereof in the manner provided below. After the effective date, each holder of an outstanding certificate or certificates of members' interests theretofore representing a member's interest in BETA THREE may surrender the same to BETA ONE and shall be entitled to receive in exchange therefor a certificate of member's interest in BETA ONE representing the member's interest to be received in accordance with the provisions of this Article 3.0 as provided below.

Until so surrendered, each outstanding certificate or other evidence of the ownership of members interests in BETA THREE, shall be deemed for all purposes to evidence ownership of the appropriate interests in BETA ONE.

Upon the effective date all of the capital interests of BETA ONE currently held by one or more of its members, shall be retired and terminated and each member shall be issued in respect thereof such interests in BETA ONE as provided below. After the effective date, each holder of

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membership interest in BETA ONE may surrender the same to BETA ONE and shall be entitled to receive in exchange therefor a certificate of membership interest representing the member's interest to be received in accordance with the provisions of this Article 3.0 as provided below.

Upon the effective date the outstanding members' interests in BETA ONE and BETA THREE shall be converted into members' interests in BETA ONE as follows: The sum of the total contributions to the capital of BETA ONE and BETA THREE shall be deemed the total value of the contributions to the capital of BETA ONE, and each member shall be issued that certain percentage and number of member interests in BETA ONE equal to the sum of the member's then current interest in the profits of BETA ONE and BETA THREE, respectively, determined pro rata based on the total value of the contributions to the capital of each company, as reflected on the company's books and records. Total contributions to the capital of BETA ONE is approximately one million four hundred eighty thousand dollars (\$1,480,000.00). Total contributions to the capital of BETA THREE is one thousand dollars (\$1,000.00).

ARTICLE 4.0 MEMBERS' APPROVAL: EFFECTIVE DATE

This Agreement shall be submitted for approval to all members of BETA ONE and BETA THREE, who are entitled to vote on the merger of the limited liability companies under the Florida Limited Liability Company Act, and if approved by such members then Articles of Merger, reflecting this Agreement shall be delivered to the Florida Department of State. Hereinafter, the date the Plan and Agreement of Merger is approved by the members shall hereinafter be referred to as the Effective Date.

ARTICLE 5.0 FURTHER ASSURANCE

Before the effective date, BETA THREE and BETA ONE shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, BETA ONE shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to BETA ONE full title to and possession of all the properties, assets, rights, privileges and obligations of BETA THREE, then the persons who were managers of BETA THREE, as of the effective date shall as such managers take all such action and execute and deliver all such instruments as BETA ONE may so determine to be necessary or desirable.

ARTICLE 6.0 CERTAIN EFFECTS OF MERGER

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of BETA THREE shall be possessed by BETA ONE subject to the obligations and duties of BETA THREE and all property, real, personal and mixed owned by and all debts due to BETA THREE on whatever account shall be vested in BETA ONE and shall thereafter be as effectually the property of BETA ONE as they were of BETA THREE and the title to any real estate vested in BETA THREE, shall thereafter be as effectually the property of BETA ONE as they were of BETA THREE; as provided in Florida Statutes Section 608.4383 and all liens upon any property of BETA THREE shall be preserved unimpaired, and all debts, liabilities and duties of BETA THREE shall upon the effective date attach to BETA ONE and

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may be enforced against BETA ONE to the same extent as if such debts, liabilities and duties had been incurred or contracted by BETA ONE.

ARTICLE 7.0 REGISTRATION SUBSEQUENT TO MERGER

The parties unanimously agree that the merger of BETA THREE into BETA ONE qualifies for exemption from registration with the Securities and Exchange Commission.

ARTICLE 8.0 EXPENSES

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by BETA ONE.

ARTICLE 9.0 MISCELLANEOUS

9.1 **Specific Performance.** The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

9.2 **Remedies.** All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

9.3 **Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

9.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.5 **Modification.** No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

9.6 **Headings.** Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

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9.7 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in the City of Jacksonville, Duval County, Florida.

9.8 Entire Agreement. This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

9.9 Benefit. This Agreement shall not be assignable by either party.

9.10 Gender and Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

This Plan and Agreement of Merger shall be approved and become effective on the date it is approved by the members of BETA THREE and BETA ONE, who are entitled to vote on the merger as provided in the Florida Limited Liability Company Act.

BETA ONE OF ALACHUA, L.L.C.

By: 
Charles Spires, Manager

BETA THREE OF ALACHUA, L.L.C.

By: 
Charles Spires, Manager

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