



990000001807

ACCOUNT NO. : 072100000032

REFERENCE : 183824 4331602

AUTHORIZATION :

Patricia Piquito Buck;

COST LIMIT : \$ 140.00

AK
2nd

ORDER DATE : March 25, 1999

ORDER TIME : 11:03 AM

ORDER NO. : 183824-160

CUSTOMER NO: 4331602

0000002823810--3

CUSTOMER: Ms. Robin Bennet
Munsch Hardt Kopf & Harr, P.C.
4000 Fountain Place
1445 Ross Avenue
Dallas, TX 75202-2790

99 MAR 30 PM 12:06
DIVISION OF CORPORATION

ARTICLES OF MERGER

COBBLESTONE ENTERPRISES OF
FLORIDA, INC.

INTO

COBBLESTONE ENTERPRISES OF
FLORIDA ACQUISITION, L.L.C.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap
EXAMINER'S INITIALS:

LAG-1807

Name	OK 331
Availability	
Document Examiner	
Updater	
Updater Verifier	
Acknowledgment	
W. P. Verifier	

FILED
MAR 30 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 30, 1999

CARINA DULAP
CSC

RESUBMIT
Please give original
submission with re file date:

SUBJECT: COBBLESTONE ENTERPRISES OF FLORIDA, INC.
Ref. Number: P98000012753

We have received your document for COBBLESTONE ENTERPRISES OF FLORIDA, INC. and the authorization to debit your account in the amount of \$140.00. However, the document has not been filed and is being returned for the following:

- ? The plan of merger must contain the terms and conditions of the merger.
- ✓ The plan of merger must either provide the name(s) and address(es) of the manager(s) of the limited liability company or state the limited liability company is not managed by one or more managers.

If you have any questions concerning the filing of your document, please call (850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 799A0001599

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50 MAR 30 PM 5:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
50 MAR 30 PM 3:51
DIVISION OF CORPORATION

William C. Baker
197 1st Ave. Ste 100
Needham, MA
02194

ARTICLES OF MERGER
OF
COBBLESTONE ENTERPRISES OF FLORIDA, INC.
AND
COBBLESTONE ENTERPRISES OF FLORIDA ACQUISITION, L.L.C.

PRB-12753

L99-1807

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act and the Florida Limited Liability Company Act, the domestic business corporation and the domestic limited liability company herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger (the "**Plan of Merger**") for merging Cobblestone Enterprises of Florida, Inc. ("**Cobblestone Florida**") with and into Cobblestone Enterprises of Florida Acquisition, L.L.C. (the "**Surviving Company**").

2. The shareholders of Cobblestone Florida entitled to vote on the Plan of Merger approved and adopted the Plan of Merger by written consent given by them on March 28, 1999, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

3. The managers of the Surviving Company and the members of the Surviving Company entitled to vote on the Plan of Merger approved and adopted the Plan of Merger on March 28, 1999 in accordance with the provisions of Section 608.4381 of the Florida Limited Liability Company Act.

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MAR 30 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COBBLESTONE ENTERPRISES OF FLORIDA,
INC., a Florida corporation


By: _____
Name: _____
Title: _____

COBBLESTONE ENTERPRISES OF FLORIDA
ACQUISITION, L.L.C.,
a Florida limited liability company

By: WCB
Name: William C Baker
Title: Manager

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27 MAR 30 PM 5:00
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TALLAHASSEE, FLORIDA

COBBLESTONE ENTERPRISES OF FLORIDA,
INC., a Florida corporation

By: 
Name: James A. "Bob" Husband
Title: President

COBBLESTONE ENTERPRISES OF FLORIDA
ACQUISITION, L.L.C.,
a Florida limited liability company

By: _____
Name: _____
Title: _____

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TALLAHASSEE, FLORIDA

[ATTACH PLAN OF MERGER PURSUANT TO FLLCA §608.4372]

R:\2372195\MERGERS\CERTIF\FLORIDA\COB.DOC

FILED

09 MAR 30 PM 5:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

The terms and conditions of the merger shall be:

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), effective as of March 30, 1999, is executed by Cobblestone Enterprises of Arizona Acquisition, L.L.C., an Arizona limited liability company ("AZ Acquisition") and Cobblestone Enterprises of Arizona, Inc., an Arizona corporation ("Cobblestone AZ"), parties to the "Cobblestone AZ Merger"; and Cobblestone Enterprises of Florida Acquisition, L.L.C., a Florida limited liability company ("FL Acquisition") and Cobblestone Enterprises of Florida, Inc., a Florida corporation ("Cobblestone FL"), parties to the "Cobblestone FL Merger"

Cobblestone AZ and Cobblestone FL are hereinafter collectively known as the "Non-Surviving Corporations," and each is a "Non-Surviving Corporation." AZ Acquisition and FL Acquisition are hereinafter collectively known as the "Surviving Companies," and each is a "Surviving Company."

RECITALS:

The managers and members of each Surviving Company and the Board of Directors and shareholders of each Non-Surviving Corporation deem it advisable for each Non-Surviving Corporation to merge with and into its respective Surviving Company (as set forth in Section 1.1 and on Schedule 1.1 hereof) as authorized by the Arizona Business Corporation Act ("ABCA"), the Arizona Limited Liability Company Act ("ALLCA"), the Florida Business Corporation Act ("FBCA"), and the Florida Limited Liability Company Act ("FLLCA") on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

The Mergers

1.1 Mergers.

On the Effective Date for each of the mergers ("Mergers," and each a "Merger") named and described on Schedule 1.1 attached hereto and incorporated herein by reference, the Non-Surviving Corporation in the Merger shall be merged with and into the Surviving Company, the separate existence of such Non-Surviving Corporation shall cease, and the Surviving Company, as the survivor of such Merger, shall continue to exist by virtue of and shall be governed by the laws of the State set forth under the name of the Surviving Company, all as set forth on Schedule 1.1.

1.2 Effective Date of Mergers.

Each Merger shall be effective as of March 28, 1999, as set forth in the description thereof on Schedule 1.1, and a certificate of merger or articles of merger, as appropriate, shall be filed with the Secretary of State of the States of, as appropriate Arizona and Florida, which certificate or articles shall set forth the information required by, and otherwise in compliance with, (i) the ABCA, (ii) the ALLCA, (iii) the FBCA, and (iv) the FLLCA.

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TALLAHASSEE, FLORIDA

1.3 Effect of Mergers.

On the Effective Date of each Merger, the Surviving Company of such Merger will, without further action, as provided by the laws of, as applicable, the States of Arizona and Florida, succeed to and possess all the rights, privileges, and powers, of a public as well as of a private nature, of the Non-Surviving Corporation in such Merger; and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to such Non-Surviving Corporation, shall be deemed to be vested in the Surviving Company in such Merger without further act or deed; and the title to any real estate, or any interest therein, vested in such Surviving Company or such Non-Surviving Corporation shall not revert or be in any way impaired by reason of such Merger. Such vesting in the Surviving Company shall be deemed to occur by operation of law.

The Surviving Company of such Merger shall thenceforth be responsible and liable for all debts, liabilities and duties of the Non-Surviving Corporation in such Merger, which may be enforced against such Surviving Company to the same extent as if said debts, liabilities and duties had been incurred or contracted thereby. Neither the rights of creditors nor any liens upon the property of such Surviving Company or such Non-Surviving Corporation shall be impaired by the Merger. Any claim existing, or action or proceeding by or against a particular Surviving Company or Non-Surviving Corporation at the Effective Date of the Merger to which it is subject may be prosecuted or continued as if such Merger has not taken place, or the Surviving Company of such Merger may be substituted into the action or proceeding, as appropriate.

1.4 Certificate of Formation.

The Certificate of Formation or, if applicable, the Articles of Organization or Articles of Formation ("Certificate of Formation") of each Surviving Company in effect on the Effective Date of the Merger to which such Surviving Company is subject, shall be and remain the Certificate of Formation of the Surviving Company of such Merger until the same shall be amended as provided by law. No changes are to be effected to the Certificate of Formation of any Surviving Company as a result of any Merger.

1.5 Limited Liability Company Agreement.

The Limited Liability Company Agreement or, if applicable, the Regulations of Operating Agreement ("LLC Agreement") of each Surviving Company in effect on the Effective Date of the Merger to which such Surviving Company is subject shall be and remain the LLC Agreement of the Surviving Company of such Merger until the same shall thereafter be amended or repealed in accordance with law, such Surviving Company's Certificate of Formation, or such LLC Agreement. No changes are to be effected to the LLC Agreement of any Surviving Company as a result of any Merger.

1.6 Managers.

The managers of each Surviving Company who are serving as such immediately prior to the Effective Date of the Merger to which such Surviving Company is subject shall be and remain the managers of the Surviving Company of such Merger from and after such Effective Date, each such individual to serve until his or her successor has been duly elected or appointed and qualified

or until his or her earlier death, resignation or removal in accordance with law, such Surviving Company's Certificate of Formation or its LLC Agreement

ARTICLE II

Conversion of Shares

2.1 By virtue of the Mergers and without any action on the part of any person, on the Effective Date governing each Merger:

(A) Surviving Company. Each unit Membership Interest of the Surviving Company issued and outstanding immediately prior to the Effective Date of the Merger to which it is subject shall remain outstanding.

(B) Non-Surviving Corporation. Each share of common and/or preferred stock of the Non-Surviving Corporation, par value per share as set forth on Schedule 1.1, issued and outstanding or held in treasury immediately prior to the Effective Date of the Merger to which such Non-Surviving Corporation is subject shall be canceled without payment of any consideration therefor and shall cease to exist and be outstanding.

ARTICLE III

Miscellaneous

3.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

3.2 Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

3.3 Termination. This Agreement may be terminated as to any specific Merger at any time before its Effective Date by appropriate resolution of the managers of the Surviving Company of such Merger for any reason they deem appropriate.

3.4 Amendment

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State of Arizona ("Arizona Non-Surviving Corporation") or relates to a Merger involving such Arizona Non-Surviving Corporation, (a) at any time before the Effective Date of the Merger to which such Arizona Non-Surviving Corporation is subject, by action taken by the managers of its respective Surviving Company and the Board of Directors of the Arizona Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Date, by action taken by the managers of the Surviving Company of the Merger.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State

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99 MAR 30 15:00
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TALLAHASSEE, FLORIDA

of Florida ("Florida Non-Surviving Corporation") or relates to a Merger involving such Florida Non-Surviving Corporation, (a) at any time before the Effective Date of the Merger to which such Florida Non-Surviving Corporation is subject, by action taken by the managers of its respective Surviving Company and the Board of Directors of the Florida Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Date, by action taken by the managers of the Surviving Company of the Merger.

3.6 Submission to Shareholders Members. This Agreement shall be submitted to the shareholders of each Non-Surviving Corporation and to the members (or, if applicable, the managers) of each Surviving Company for their approval or rejection, and the merger of the Non-Surviving Corporations with and into their respective Surviving Companies shall be authorized in the manner prescribed by the applicable provisions of the (i) ABCA, (ii) ALLCA, (iii) FBCA and (iv) FLLCA.

3.7 Filing of Documentation. In the event that this Agreement shall have been approved, and each Merger shall have been authorized, by the shareholders of the Non-Surviving Corporations or, as applicable, the members of the Surviving Companies entitled to vote in the manner prescribed by the applicable provisions set forth above, the Non-Surviving Corporations and the Surviving Companies hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the States of Arizona and Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate each Merger.

3.7 Authorization. The Board of Directors and the proper officers of the Non-Surviving Corporations, and the managers and proper officers of the Surviving Companies, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and the Mergers herein provided for.

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90 MAR 30 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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P. 000

Mar-28-00 03:27pm From-MUNSCH HARDT

+2148557664

T-162 P.08/10 F-025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.


SURVIVING COMPANIES:

NON-SURVIVING CORPORATIONS:

COBBLESTONE AZ MERGER

COBBLESTONE ENTERPRISES OF ARIZONA
ACQUISITION, L.L.C., an Arizona limited
liability company

COBBLESTONE ENTERPRISES OF
ARIZONA, INC., an Arizona corporation

By: 
Name: William Baker
Title: Authorized Person

By: _____
Name: James A. "Bob" Husband
Title: President

COBBLESTONE FL MERGER

COBBLESTONE ENTERPRISES OF FLORIDA
ACQUISITION, L.L.C., a Florida limited
liability company

COBBLESTONE ENTERPRISES OF
FLORIDA, INC., a Florida corporation

By: 
Name: William Baker
Title: Authorized Person

By: _____
Name: James A. "Bob" Husband
Title: President

FILED
99 MAR 30 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SURVIVING COMPANIES:

COBBLESTONE AZ MERGER

COBBLESTONE ENTERPRISES OF ARIZONA
ACQUISITION, L.L.C., an Arizona limited
liability company

By: _____
Name: William Baker
Title: Authorized Person

NON-SURVIVING CORPORATIONS:

COBBLESTONE ENTERPRISES OF
ARIZONA, INC., an Arizona corporation

By: _____
Name: James A. "Bob" Husband
Title: President

COBBLESTONE FL MERGER

COBBLESTONE ENTERPRISES OF FLORIDA
ACQUISITION, L.L.C., a Florida limited
liability company

By: _____
Name: William Baker
Title: Authorized Person

COBBLESTONE ENTERPRISES OF
FLORIDA, INC., a Florida corporation

By: _____
Name: James A. "Bob" Husband
Title: President

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29 MAR 30 PM 5:00
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TALLAHASSEE, FLORIDA

Schedule 1.1

Mergers

1. COBBLESTONE AZ MERGER

- a. Surviving Company: Cobblestone Enterprises of Arizona Acquisition, L.L.C.
- b. Non-Surviving Corporation: Cobblestone Enterprises of Arizona, Inc.
- c. Effective Date: Date of filing.
- d. Shares Outstanding at Effective Date, Non-Surviving Corporation: 1,000 shares Common Stock, \$1.00 par value per share.
- e. Surviving State Law: Arizona

2. COBBLESTONE FL MERGER

- a. Surviving Company: Cobblestone Enterprises of Florida Acquisition, L.L.C.
- b. Non-Surviving Corporation: Cobblestone Enterprises of Florida, Inc.
- c. Effective Date: Date of filing.
- d. Shares Outstanding at Effective Date, Non-Surviving Corporation: 1,000 shares Common Stock, \$1.00 par value per share.
- e. Surviving State Law: Florida

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3 12/1/99 3/23/99

THE NAME AND ADDRESS OF THE MANAGER:

WILLIAM C. BAKER
197 FIRST AVENUE, SUITE 100
NEEDHAM, MA. 02194

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99 MAR 30 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

COBBLESTONE ENTERPRISES OF FLORIDA, INC., A FLORIDA
CORPORATION

,

INTO

COBBLESTONE ENTERPRISES OF FLORIDA ACQUISITION, L.L.C., a
Florida entity, L99000001807.

File date: March 30, 1999

Corporate Specialist: Tammi Cline

Account number: 072100000032

Account charged: 140.00