

199000002298

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

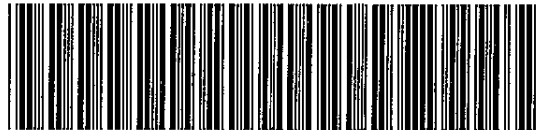
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000061586950

11/23/05--01016--U12 **25.00

12/13/05--01061--026 **25.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2005 NOV 23 PM 4:11

FILED

199-2298
AL

RECEIVED
12-1-05



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 30, 2005

PETER BYFORD
300 E. MCBEE AVE, SUITE 500
LEATHERWOOD WALKER TODD & MANN
GREENVILLE, SC 29601

SUBJECT: CENTENNIAL AMERICAN PROPERTIES-FLORIDA, L.L.C.
Ref. Number: L99000002298

We have received your document for CENTENNIAL AMERICAN PROPERTIES-FLORIDA, L.L.C. and check(s) totaling \$25.00. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$25.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

The fees to file the articles of merger are as follows:

For each Limited Partnership:	\$52.50
For each Limited Liability Company:	25.00
For each Corporation:	35.00
For each General Partnership:	25.00
All Others:	No Charge

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6020.

Tammi Cline
Document Specialist

Letter Number: 705A00069741

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2005 NOV 23 PM 4:11

FILED

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Merger of Centennial American Properties-Florida, L.L.C. into CAP Greer II, LLC

Dear Sir or Madam:

The enclosed Articles of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Peter B. Byford
(Name of Person)

Leatherwood Walker Todd & Mann, P.C.
(Firm/Company)

300 E. McBee Ave., Suite 500
(Address)

Greenville, SC 29601
(City/State and Zip Code)

For further information concerning this matter, please call Peter Byford at (864) 242-6440.

STREET/COURIER ADDRESS: MAILING ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

2005 NOV 23 PM 4:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

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

Name and Street Address	Jurisdiction	Entity Type
-------------------------	--------------	-------------

1. Centennial American Properties-Florida, L.L.C.	Florida	LLC
---	---------	-----

Florida Document/Registration Number: FEI Number: 593574998

2. CAP Greer II, LLC	South Carolina	LLC
----------------------	----------------	-----

Florida Document/Registration Number: FEI Number: none

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Name and Street Address	Jurisdiction	Entity Type
-------------------------	--------------	-------------

CAP Greer II, LLC	South Carolina	LLC
-------------------	----------------	-----

Florida Document/Registration Number: FEI Number: none

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company

2005 NOV 23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED
EFFECTIVE DATE
12-1-05

that is a party to the merger the amount; if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:
December 1, 2005

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

CENTENNIAL AMERICAN PROPERTIES-
FLORIDA, L.L.C.

By: Centennial American Properties, LLC
Its: Member

By: David W. Glenn
David W. Glenn, Manager

CAP GREER II, LLC

By: Centennial American Properties, LLC
Its: Member

By: David W. Glenn
David W. Glenn, Manager

2005 NOV 23 PM 4:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

AGREEMENT AND PLAN OF MERGER

CENTENNIAL AMERICAN PROPERTIES-FLORIDA, L.L.C.
INTO
CAP GREER II, LLC
A SOUTH CAROLINA LIMITED LIABILITY COMPANY

FILED
2005 NOV 23 PM
SECRETARY OF
TALLAHASSEE, FL

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Agreement"), to be effective as of the 22 day of November, 2005, by and between Centennial American Properties-Florida, L.L.C., a Florida limited liability company ("CAP Florida") and CAP Greer II, LLC, a South Carolina limited liability company ("CAP Greer").

WHEREAS, CAP Florida is a limited liability company organized and existing under the laws of the State of Florida, having been formed on April 22, 1999;

WHEREAS, CAP Greer is a limited liability company organized and existing under the laws of the State of South Carolina, having been formed on NOV. 10, 2005;

WHEREAS, the members of each limited liability company deem it advisable for the general welfare and advantage of the companies and their respective members that the companies merge into a single limited liability company pursuant to this Agreement, and the companies respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of South Carolina.

NOW, THEREFORE, in consideration of these promises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of South Carolina, that CAP Florida shall be merged with and into CAP Greer, which shall continue its existence and shall be the limited liability company surviving the merger (hereinafter sometimes the "Surviving Company"), and that the terms and conditions of the merger hereby agreed upon, which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect, are and shall be hereafter set forth:

ARTICLE ONE. Effective Time and Date of Merger. Consummation of this Agreement and the Articles of Merger is to be December 1, 2005, (hereinafter the "effective time" of the merger or sometimes the "closing" date), all after satisfaction of the respective requirements of the applicable laws of the State of South Carolina, prerequisite to consummation. At the effective time, the separate existence of CAP Florida shall cease and it shall be merged with and into CAP Greer.

ARTICLE TWO. Governing Law. The laws which are to govern the Surviving Company are the laws of the State of South Carolina.

ARTICLE THREE. Articles of Organization. The Articles of Organization of CAP Greer shall remain in effect and unchanged subsequent to the effective time of the merger and until the same may be amended or altered at some future time in accordance with applicable laws.

ARTICLE FOUR. Operating Agreement. The Operating Agreement of CAP Greer at the effective time of the merger shall be the Operating Agreement of the Surviving Company and shall remain unchanged until the same may be amended or altered at some future time in accordance with the provisions thereof.

ARTICLE FIVE. Conversion of Membership Interests. At the Effective Time of the merger, each holder of one or more of the membership units of CAP Florida shall have such one or more membership unit(s) converted into an equal number of membership units of CAP Greer.

ARTICLE SIX. Rights and Privileges of Surviving Company. At the effective time of the merger, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and shall

be subject to all the restrictions, disabilities, and duties of CAP Florida; and all the rights, privileges, immunities, powers and franchises of CAP Florida and all property, real, personal or mixed; and all debts due to CAP Florida on whatever account, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of CAP Florida, and the title to any real estate vested by deed or otherwise in CAP Florida shall not revert or be in any way impaired by reason of the merger; provided, however that all rights of creditors and all liens upon any property of CAP Florida shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the merger, and all debts, liabilities and duties of CAP Florida shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if its debts, liabilities and duties had been incurred or contracted by the Surviving Company.

ARTICLE SEVEN. Assets and Liabilities. The assets and liabilities of CAP Florida as of the effective time of the merger shall be taken up on the books of the Surviving Company at the amounts at which they shall be carried at the time on the books of CAP Florida.

ARTICLE EIGHT. Member Approval Required. This Plan and Agreement of Merger shall be submitted to the members of both companies for approval as provided by law. This Agreement shall not be deemed binding upon the parties until the approval of the members of the companies has been obtained.

ARTICLE NINE. Further Assurances. If at any time the Surviving Company shall conclude or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Company, the title to any property or rights of CAP Florida acquired or to be acquired by or as a result of the merger, the members of the companies shall be and they hereby are severally and fully authorized to execute and deliver such properties, assignments and assurances in law and to take such other action as may be necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise carry out the purposes of this Agreement.

ARTICLE TEN. Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated in the event and at any time before the effective time of the merger, by the mutual consent of the members of each of the corporations. It is anticipated that this Agreement may be terminated and abandoned in the event circumstances arise prior to the effective time of the merger which would indicate that the transactions contemplated hereby are not in compliance with applicable federal and state securities laws, or that the merger would not be deemed a tax-free transaction for United States income tax purposes, or if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the merger and it is deemed advisable not to proceed with the merger. Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other party.

ARTICLE ELEVEN. Amendments. If prior to the effective time of the merger the members of CAP Florida and CAP Greer determine that some nonsubstantive amendment or alteration to this Agreement is needed solely for the purpose of complying with the applicable corporate laws of the States of Florida or South Carolina or the applicable income tax laws of the United States, or the applicable federal or state securities laws, then the members of CAP Florida and CAP Greer shall be, and hereby are, authorized to make such amendment to this Agreement as shall be deemed necessary by them to satisfy such applicable requirements; and in this regard the said members shall be protected from liability so long as their actions and decisions are made in good faith.

IN WITNESS WHEREOF, this Agreement has been signed by all of the members of both companies as of the day, month and year first above written.

CENTENNIAL AMERICAN PROPERTIES-FLORIDA, L.L.C.

By: David W. Glenn
David Glenn, Manager

CAP GREER II, LLC

By: David W. Glenn
David Glenn, Manager

FILED

2005 NOV 23 PM 4:12

SECRETARY OF STATE
TALLAHASSEE, FLORIDA