

L990000003492



ACCOUNT NO. : 072100000032

REFERENCE : 280833 81011A

AUTHORIZATION :

COST LIMIT : \$ ~~43.75~~

140.00

*Patricia P. [Signature]*

ORDER DATE : June 21, 1999

ORDER TIME : 1:23 PM

ORDER NO. : 280833-010

CUSTOMER NO: 81011A

500002911275--7

CUSTOMER: Ms. Nicole Ladato  
Holcomb & Decort, P.a.  
415 South Hyde Park Avenue

Tampa, FL 33606

ARTICLES OF MERGER

LINEBAUGH DEVELOPMENT, INC.

INTO

LINEBAUGH DEVELOPMENT, LLC

FILED  
99 JUN 21 PM 4:20  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
99 JUN 21 PM 2:47  
TALLAHASSEE, FLORIDA

Name Availability PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

Document XX CERTIFIED COPY  
Examiner DCC PLAIN STAMPED COPY

Updater DCC  
CONTACT PERSON: Janna Wilson

EXAMINER'S INITIALS:

Updater Verifyer DCC

Acknowledgement DCC

W. A. Verifyer DCC

① effective date  
② money

L990000003492



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

June 22, 1999

JANNA WILSON  
CSC  
TALLAHASSEE, FL 32301

SUBJECT: LINEBAUGH DEVELOPMENT, LLC  
Ref. Number: L99000003492

We have received your document for LINEBAUGH DEVELOPMENT, LLC and the authorization to debit your account in the amount of \$43.75. However, the document has not been filed and is being returned for the following:

The effective day must be specific and cannot be prior to the date of filing.

Please change the cost limit on the cover sheet. We will need a total fee of \$140.00.

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) 487-6913.

Diane Cushing  
Corporate Specialist

Letter Number: 499A00033123

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

LINEBAUGH DEVELOPMENT, INC., A FLORIDA CORPORATION  
(P98000007752)

,

INTO

**LINEBAUGH DEVELOPMENT, LLC**, a Florida entity, L99000003492

File date: June 21, 1999, effective June 22, 1999

Corporate Specialist: Diane Cushing

Account number: 072100000032

Account charged: 140.00



4. The effective date of the merger in the State of Florida herein provided shall be June 22, 1999.

5. The Plan meets the requirements of Sections 607.1108 and 608.438, Florida Statutes.

6. This merger is permitted by all applicable laws and is not prohibited by the Articles of Incorporation or the Regulations, Operating Agreement or Articles of Organization of any corporation or limited liability company that is a party to this merger.

These Articles of Merger comply and were executed on June 15, 1999 in accordance with the laws of Florida which is the jurisdiction of each party hereto.

Linebaugh Development, LLC

By: Frederick H. Rath

Frederick H. Rath, President and Member

Linebaugh Development, Inc.

By: Frederick H. Rath

Frederick H. Rath, President

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

99 JUN 21 PM 4:20

FILED

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is made this 15<sup>th</sup> day of June, 1999, between RH Gainesville, LLC, a Florida limited liability company (the "Surviving Limited Liability Company") and RH Gainesville, Inc., a Florida corporation (the "Merged Corporation") (hereinafter individually called "Merging Entity" and collectively called the "Merging Entities").

### WITNESSETH:

WHEREAS, the Articles of Organization of the Surviving Limited Liability Company were filed in the office of the Secretary of State of Florida on June 14, 1999.

WHEREAS, Merged Corporation has authorized 750 shares of \$1.00 par value common capital stock, of which 100 shares are issued and outstanding on the date hereof;

WHEREAS, the Board of Directors of the Merged Corporation and the members of the Surviving Limited Liability Company have authorized the merger of Merged Corporation into Surviving Limited Liability Company pursuant to the plan set forth herein, in the manner prescribed by applicable Florida law; and

WHEREAS, this Plan is subject to and is recommended for approval by the shareholders of the Merged Corporation and by the members of the Surviving Limited Liability Company.

NOW, THEREFORE, the merger of Merged Corporation into Surviving Limited Liability Company shall be accomplished as follows:

### ARTICLE I

#### Merger

On the Effective Date (defined below), Merged Corporation shall be merged into Surviving Limited Liability Company and Surviving Limited Liability Company shall merge Merged Corporation into itself. Following the approval of this Plan by the shareholders and members the officers of the Merging Entities shall cause the filing of Articles of Merger with the Secretary of the State of Florida, with the merger to have an effective date of June 20, 1999 (the "Effective Date").

### ARTICLE II

#### Articles of Organization and Name

The Articles of Organization of the Surviving Limited Liability Company shall remain in effect and unchanged as a result of this merger. The name of the surviving entity shall be RH Gainesville, LLC.

99 JUN 21 PM 4:20  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE III  
Conversion of Shares and Membership Interests

(a) Each share of \$1.00 par value common capital stock of Merged Corporation outstanding on the Effective Date of the merger shall, by virtue of the merger and without further action on the part of the holder, become one-half percent ( $\frac{1}{2}$  %) of membership interest in the Surviving Limited Liability Company. As soon as practical after the Effective Date of the merger, each holder of a certificate or certificates representing outstanding shares of common stock of Merged Corporation shall be entitled, upon surrender of such certificate or certificates, to receive in exchange therefore a certificate or certificates representing the aggregate membership interest of Surviving Limited Liability Company into which the shares of common stock of Merged Corporation theretofore represented by such certificate or certificates shall have been converted pursuant to this Paragraph (a).

(b) Each 1% membership interest of Surviving Limited Liability Company outstanding on the Effective Date of the merger shall, by virtue of the merger and without further action on the part of the holder, become one-half percent ( $\frac{1}{2}$  %) membership interest in the Surviving Limited Liability Company. As soon as practical after the Effective Date of the merger, each holder of a certificate or certificates representing outstanding shares of common stock of Merged Corporation shall be entitled, upon surrender of such certificate or certificates, to receive in exchange therefore a certificate or certificates representing the aggregate membership interest of Surviving Limited Liability Company into which the shares of common stock of Merged Corporation theretofore represented by such certificate or certificates shall have been converted pursuant to this Paragraph (b).

ARTICLE IV  
Terms and Conditions

The terms and conditions of this merger and the mode of carrying it into effect are as follows:

(a) The existing Regulations and Operating Agreement (the "Regulations") of Surviving Limited Liability Company shall remain in effect and unchanged as a result of this merger.

(b) The members of Surviving Limited Liability Company on the Effective Date shall continue to manage the Surviving Limited Liability Company after the merger. The name and business addresses of the members are as follows:

Frederick H. Rath  
5405 Cypress Center Drive, Suite 320  
Tampa, Florida 33609

William H. Harper  
5405 Cypress Center Drive, Suite 320  
Tampa, Florida 33609

(c) The officers of Surviving Limited Liability Company on the Effective Date shall remain as the officers of Surviving Limited Liability Company.

(d) The Surviving Limited Liability Company shall pay all expenses incident to this merger.

(e) Prior to the Effective Date, neither Merging Entity shall issue, sell or issue rights to subscribe to any shares of stock or membership interest.

(f) Prior to the Effective Date, neither Merging Corporation shall incur any obligations not expressly contemplated by this Plan, whether by contract or otherwise, except pursuant to existing agreements and arrangements and except in the ordinary course of business, nor dispose of any material portion of its business or property.

(g) Upon the Effective Date, the separate existence of Merged Corporation shall cease, and Merged Corporation shall be merged into Surviving Limited Liability Company, in accordance with the provisions hereof, the laws of the State of Florida. After the merger, Surviving Limited Liability Company shall possess all the rights, privileges, immunities, powers and franchises of a public and a private nature, and shall be subject to all the restrictions, disabilities and duties of Merged Corporation. Also, title to all property, whether real, personal and mixed, tangible and intangible, and all debts due to Merged Corporation shall be vested in Surviving Limited Liability Company, and the title to any real estate, whether by deed or otherwise, vested in Merged Corporation shall not revert to be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of Merged Corporation shall be preserved unimpaired; and all debts, liabilities and duties of Merged Corporation shall thenceforth attach to Surviving Limited Liability Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by Surviving Limited Liability Company.

(h) Following the merger, Surviving Limited Liability Company shall cause a copy of this plan, the certificate of merger, or such other documents as the officers of Surviving Limited Liability Company shall agree, to be filed in the office of the official who is the recording officer of each County in the State of Florida in which real property, if any, of Merged Corporation is situated.

(i) If, at any time, Surviving Limited Liability Company shall deem it advisable that any further assignments or assurances in law or any things necessary or desirable to vest in Surviving Limited Liability Company, according to the terms hereof, the title to any property or rights of Merged Corporations, the proper officers and directors of Merged Corporation shall execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in Surviving Limited Liability Company, and otherwise to carry out the purposes of this Plan.



ARTICLE V  
Approval of Merger

The parties do hereby acknowledge and confirm as follows:

(a) This Plan has been duly adopted and approved by written consent dated June 15, 1999, by the Members of the Surviving Limited Liability Company pursuant to Section 608, Florida Statutes, and the undersigned officers of the Surviving Limited Liability Company have been authorized and directed to execute same.

(b) This Plan has been duly adopted and approved by written consent dated June 15, 1999, by the Board of Directors and by the shareholders of the Merged Corporation pursuant to Section 607, Florida Statutes, and the undersigned officers of the Merged Corporation have been authorized and directed to execute same.

IN WITNESS WHEREOF, the parties have caused this Plan to be executed by their duly authorized officers as of the day and year first above-written.

Linebaugh Development, LLC

By: Fred H. Rath  
Frederick H. Rath, President and Member

Linebaugh Development, Inc.

By: Fred H. Rath  
Frederick H. Rath, President