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merger

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1.) Shasta, LLC
(CORPORATE NAME & DOCUMENT #)

2.) _____
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5.) _____
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ARTICLES OF MERGER
Merger Sheet

MERGING:

SHASTA, INC., A Florida Corporation, S83225

INTO

SHASTA, LLC, a Florida entity, L99000006737

File date: October 18, 1999, effective October 18, 1999

Corporate Specialist: Michelle Hodges

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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ARTICLES OF MERGER

OF

Shasta, LLC.

A Florida limited liability company

FEIN: 59-3602726 - Florida Document Registration Number: L99000006737

Street Address of Principal Office -----2535 Success Drive
Odessa, Florida 33556

Which entity is the SURVIVING ENTITY

AND

Shasta, Inc.

A Florida corporation

FEIN: 59-3087771 - Florida Document Registration Number: S83225

Street Address of Principal Office -----2535 Success Drive
Odessa, Florida 33556

Which entity is the Merging entity

To the Secretary of State
of the State of Florida

Pursuant to Sections 607.1109 and 608.4382, the following Articles of Merger are executed for the purpose of merging Shasta, Inc., a Florida corporation (the "Merged Corporation"), into Shasta, LLC, a Florida limited liability company (the "Surviving Limited Liability Company").

1. The Agreement and Plan of Merger is attached hereto as Exhibit "A" (the "Plan").
2. The Plan was approved by the Directors and Sole Stockholder of the Merged Corporation on October 15, 1999 in accordance with Chapter 607, Florida Statutes.
3. The Plan was approved by the Managers and Sole Member of the Surviving Limited Liability Company on October 15, 1999 in accordance with Chapter 608, Florida Statutes.
4. The effective date of the merger in the State of Florida herein provided shall be October 18, 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.

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These Articles of Merger comply and were executed effective October 18, 1999 in accordance with the laws of Florida which is the jurisdiction of each party hereto.

Shasta, LLC

By: 

J. Bob Humphries, Vice President

Shasta, Inc.

By: 

J. Bob Humphries, Vice President

AGREEMENT AND PLAN OF MERGER

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

W I T N E S S E T H:

WHEREAS, the Articles of Organization of the Surviving Limited Liability Company were filed in the office of the Secretary of State of Florida on October 15, 1999:

WHEREAS, Merged Corporation, by its Certificate of Incorporation filed in the office of the Secretary of State of Florida has authorized shares of \$1.00 par value common capital stock, of which 100 shares are issued and outstanding on the date hereof;

WHEREAS, the Directors and Shareholder of the Merged Corporation and the members and managers 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.

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. J. Bob Humphries, as Vice President of each 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 October 18, 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:

"Shasta, LLC"

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 (0.5%) of membership interest in the Surviving Limited Liability Company.

(b) 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 Paragraph (a) of this Article III.

(c) 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 (0.5%) membership interest in the Surviving Limited Liability Company.

(d) As soon as practical after the Effective Date of the merger, each holder of a certificate or certificates representing membership interest of Surviving Limited Liability Company 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 membership interest of Surviving Limited Liability Company theretofore represented by such certificate or certificates shall have been converted pursuant to Paragraph (c) of this Article III.

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 managers of Surviving Limited Liability Company on the Effective Date shall remain as the managers of the Surviving Limited Liability Company after the merger. The name and business address of the managers are as follows:

Richard M. Speer
2535 Success Drive
Odessa, Florida 33556

(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 Entity 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.

(h) 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.

(i) Title to all property of, 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 or 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.

(j) 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.

(k) 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 Corporation, 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 October 15, 1999, by the Managers and Members of the Surviving Limited Liability Company pursuant to Chapter 608, Florida Statutes, and the undersigned officer 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 October 15, 1999, by the Directors and by the Sole Shareholder of the Merged Corporation pursuant to Chapter

607, Florida Statutes, and the undersigned officer 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.

Shasta, LLC

By: 

J. Bob Humphries, Vice President

"Surviving Limited Liability Company"

Shasta, Inc.

By: 

J. Bob Humphries, Vice President

"Merged Corporation"