



mo2000002270

526 East Park Avenue
Tallahassee, Florida 32301
(850) 681-6528

HOLD
FOR PICKUP BY
UCC SERVICES
OFFICE USE ONLY

September 30, 2002

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Dagger Development, LLC into Entryway Developers, LLC

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy - 2 sets

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

FILED
02 SEP 30 PM 2:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
02 SEP 30 PM 12:33
DIVISION OF CORPORATION

| NEW FILINGS | |
|--------------------------|-------------------|
| <input type="checkbox"/> | Profit |
| <input type="checkbox"/> | Non Profit |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication |
| <input type="checkbox"/> | Other |

| AMENDMENTS | |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/> | Amendment |
| <input type="checkbox"/> | Resignation of RA Officer/Director |
| <input type="checkbox"/> | Change of Registered Agent |
| <input type="checkbox"/> | Dissolution/Withdrawal |
| <input checked="" type="checkbox"/> | Merger |

| OTHER FILINGS | |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Reports |
| <input type="checkbox"/> | Fictitious Name |
| <input type="checkbox"/> | Name Reservation |
| <input type="checkbox"/> | Reinstatement |

| REGISTRATION/QUALIFICATION | |
|----------------------------|-------------------|
| <input type="checkbox"/> | Foreign |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Reinstatement |
| <input type="checkbox"/> | Trademark |
| <input type="checkbox"/> | Other |

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Defective doc



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

September 30, 2002

UCC FILING & SEARCH SERVICES, INC.
526 EAST PARK AVENUE
TALLAHASSEE, FL 32301

SUBJECT: ENTRYWAY DEVELOPERS, LLC
Ref. Number: M02000002270

We have received your document for ENTRYWAY DEVELOPERS, LLC and your check(s) totaling \$110.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

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

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) 245-6913.

Diane Cushing
Corporate Specialist

Letter Number: 102A00055028

ARTICLES OF MERGER
Merger Sheet

MERGING:

DAGGER DEVELOPMENT, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY
(L01000001022)

,

INTO

ENTRYWAY DEVELOPERS, LLC, a Delaware entity, M02000002270

File date: September 30, 2002, effective September 30, 2002

Corporate Specialist: Diane Cushing

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:

| <u>Name and Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|---|---------------------|---------------------------|
| 1. Dagger Development, L.L.C. 10161 Centurion Parkway North Suite 190 Jacksonville, FL 32256 | Florida | Limited Liability Company |

Florida Document/Registration Number: L01000001022 FEI Number: 59370347

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

| <u>Name and Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|---|---------------------|---------------------------|
| 1. Entryway Developers, LLC 10161 Centurion Parkway North Suite 190 Jacksonville, FL 32256 | Delaware | Limited Liability Company |

Florida Document/Registration Number: M02000002270 FEI Number: 820560539

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

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: September 30th, 2002.

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:

Name of Entity

Signature(s)

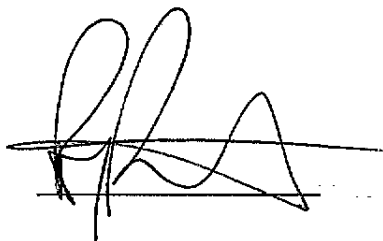
Typed or Printed Name of Individual

Dagger Development, L.L.C.



Roger Poslethwaite,
As Vice President of LandMar
Management, LLC, a Delaware
limited liability company, the
manager of LandMar Group,
LLC, a Delaware limited
liability company, the sole
member of Entryway
Developers, LLC, a Delaware
limited liability company, the
sole member of Dagger
Development, L.L.C., a Florida
limited liability company

Entryway Developers, LLC



Roger Postlethwaite
As Vice President of LandMar
Management, LLC, a Delaware
limited liability company, the
manager of LandMar Group,
LLC, a Delaware limited
liability company, the sole
member of Entryway
Developers, LLC, a Delaware
limited liability company

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TALLAHASSEE, FLORIDA

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

| <u>Name</u> | <u>Jurisdiction</u> |
|----------------------------|---------------------|
| Dagger Development, L.L.C. | Florida |

SECOND: The exact name and jurisdiction of the surviving party are as follows:

| <u>Name</u> | <u>Jurisdiction</u> |
|--------------------------|---------------------|
| Entryway Developers, LLC | Delaware |

THIRD: the terms and conditions of the merger are as follows:

Statement of Purpose

WHEREAS, Dagger Development, L.L.C., a limited liability company organized and existing under the laws of the State of Florida, desires to merge with and into Entryway Developers, LLC, a limited liability company formed and existing under the laws of the State of Delaware (the "Merger"); and

WHEREAS, the purpose of this Agreement is to merge Dagger Development, L.L.C. (the "Merging Entity") with and into Entryway Developers, LLC (the "Surviving Entity").

NOW, THEREFORE, the Merging Entity and the Surviving Entity, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE I CONSTITUENT ENTITIES

1.1 The entities which will be merged pursuant to this Agreement are the Merging Entity and the Surviving Entity (such entities being sometimes collectively referred to herein as the "Constituent Entities").

1.2 The Merging Entity will merge with and into the Surviving Entity.

1.3 After the Merger, the Surviving Entity will retain the name "Entryway Developers, LLC."

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TALLAHASSEE, FLORIDA

ARTICLE II
TERMS AND CONDITIONS OF THE MERGER

2.1 The Merging Entity shall be merged with and into the Surviving Entity, and the Surviving Entity shall continue to be governed by the laws of the State of Delaware, and the separate existence of the Merging Entity shall thereby cease. The Merger shall be pursuant to the applicable provisions of the Delaware Limited Liability Company Act and the Florida Limited Liability Company Act.

2.2 From and after the Effective Time (as defined in Section 2.4 below), the Surviving Entity shall, to the extent consistent with its Certificate of Formation and Limited Liability Company Agreement, possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Entities; and all property, real, personal and mixed, all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to the Merging Entity shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed.

2.3 From and after the Effective Time, the Surviving Entity shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of each of the Constituent Entities, and all said debts, liabilities, obligations, duties and penalties shall thenceforth attach to the Surviving Entity and may be enforced against the Surviving Entity. No liability or obligation due at the Effective Time, or then to become due, nor any claim or demand for any cause then existing against either of the Constituent Entities, or any member, officer or manager thereof, shall be released or impaired by the Merger, and all rights of creditors and all liens upon property of either of the Constituent Entities shall be preserved unimpaired. Any existing claim or any action or proceeding, civil or criminal, pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place. The Surviving Entity may be substituted in place of the Merging Entity and any judgment rendered against either of the Constituent Entities may be enforced against the Surviving Entity.

2.4 The Merger shall become effective at 12:01 a.m. on September 30, 2002 (such time and date being referred to herein as the "Effective Time").

2.5 At the Effective Time, Merging Entity will be merged with and into the Surviving Entity with the effects set forth in Section 18-209 of the Delaware Limited Liability Company Act and Section 608.4383 of the Florida Limited Liability Company Act, and the separate existence of the Merging Entity shall cease and the legal existence of the Surviving Entity shall continue as the Surviving Entity. The management of the Surviving Entity immediately prior to the Effective Time shall continue as the management of the Surviving Entity after the Effective Time until their successors are duly elected or appointed, as the case may be, and qualified in accordance with the Limited Liability Company Agreement of the Surviving Entity and all applicable law.

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ARTICLE III
CERTIFICATE OF FORMATION AND
LIMITED LIABILITY COMPANY AGREEMENT

3.1 At the Effective Time, the Certificate of Formation of the Surviving Entity shall continue to be the Certificate of Formation of the Surviving Entity, and no change to such Certificate of Formation shall be effected after the Effective Time until the Certificate of Formation may be thereafter duly amended in accordance with applicable law.

3.2 At the Effective Time, the Limited Liability Company Agreement of the Surviving Entity shall continue to be the Limited Liability Company Agreement of the Surviving Entity, and no change to such Limited Liability Company Agreement shall be effected after the Effective Time until the Limited Liability Company Agreement may be thereafter duly amended in accordance with applicable law.

ARTICLE IV
MANNER AND BASIS OF CONVERTING SHARES

4.1 At the Effective Time, the outstanding membership interests (including, without limitation, the limited liability company interests) in the Surviving Entity immediately prior to the Merger shall not be converted, exchanged or altered in any manner as a result of the Merger and will remain the outstanding membership interests in the Surviving Entity.

4.2 Inasmuch as the sole member of the Merging Entity is the Surviving Entity, no cash, shares, securities, certificates or obligations will be distributed or issued as the result of the Merger, and at the Effective Time, the membership interests of the Merging Entity shall cease to exist by virtue of the Merger and shall not be converted into any interest of the Surviving Entity.

ARTICLE V
TERMINATION OF AGREEMENT

5.1 This Agreement may be terminated by the action of either party hereto at any time prior to the Effective Time.

ARTICLE VI
MISCELLANEOUS

6.1 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Delaware. This Agreement contains the final, complete and exclusive statement of the agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous oral or written statements, representations or agreements by or between the parties with respect to the subject matter hereof are merged herein. This Agreement may not be changed or modified orally but only by an instrument in writing signed by the parties, which states that it is an amendment to this Agreement. Each party, upon the request of

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TALLAHASSEE
FLORIDA

the other party, agrees to perform all further acts and execute, acknowledge or deliver any instruments or documents and to perform such additional acts as maybe reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement. This Agreement may be executed in any number of counterparts, all of which constitute one and the same instrument.

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor in whole or in part, into cash or other property are as follows:

[see above]

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

N/A

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

N/A

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name and address of the manager is as follows:

N/A

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

N/A

EIGHTH: Other provisions, if any relating to the merger:

N/A

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TALLAHASSEE, FLORIDA