

PD6000146239

(Requestor's Name)

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(City/State/Zip/Phone #)

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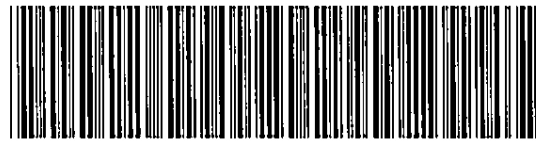
(Business Entity Name)

(Document Number)

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I ALBRITTON

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Atrium of SW Florida, Inc

\_\_\_\_\_  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Thomas F. Hudgins

\_\_\_\_\_  
Contact Person

Thomas F. Hudgins, Attorney at Law, PLLC

\_\_\_\_\_  
Firm/Company

2800 Davis Blvd., suite 203

\_\_\_\_\_  
Address

Naples, FL 34104

\_\_\_\_\_  
City/State and Zip Code

ted@naplestax.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

T. Hudgins

\_\_\_\_\_  
Name of Contact Person

At ( 239 )

263-7660

\_\_\_\_\_  
Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

# **ARTICLES OF MERGER**

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Atrium OF SW Florida, Inc	Florida	P06000146239

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Golden State Ranches, Inc.	California	

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 11 22 2006 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth:** Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 11/19/2006.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 11/19/2006.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

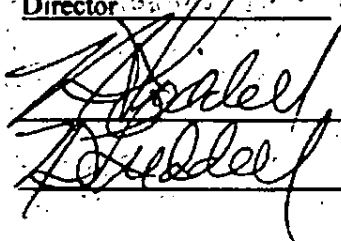
Seventh: **SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

**Signature of an Officer or  
Director**

**Typed or Printed Name of Individual & Title**

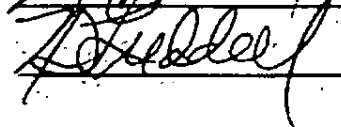
Golden State Ranches, Inc.



Norman Liddell

Pres

Atrium of SW Florida, Inc.



Norman Liddell

Pres

# Agreement of Merger and Plan of Reorganization.

Agreement of Merger and Plan of Reorganization dated November ~~22~~<sup>21</sup>, 2006 by and between **Golden State Ranches, Inc.**, a California corporation (hereinafter called "**Golden State**") and **Atrium of S. W. Florida, Inc.**, a Florida corporation (hereinafter called "**Atrium**").

## WHEREAS:

1. The Boards of Directors of **Golden State** and **Atrium** have resolved that **Golden State** be merged and pursuant to the General Corporate Law of the State of California and the General Corporate Law of the State of Florida into a single corporation existing under the laws of the State of Florida, to wit, **Atrium**, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

2. The authorized capital stock of **Golden State** consists of 5,000 shares of Common Stock with a par value of \$1.00 per share (hereinafter called "**Golden State** Common Stock"), of which 100 shares are issued and outstanding;

3. The authorized capital stock of **Atrium** consists of 5,000 shares of Common Stock with a par value of \$.00 per share (hereinafter called "**Atrium** Common Stock"), 0 shares of which are issued and outstanding; and

4. The respective Boards of Directors of **Golden State** and **Atrium** have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Corporate Law of the State of California and the General Corporate Law of the State of Florida that **Golden State** shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, **Atrium**, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

## 1. Stockholders' Meetings; Filings; Effects of Merger

1.1 Golden State Stockholders' Meeting. **Golden State** shall call a meeting of its stockholders to be held in accordance with the General Corporate Law of the State of California at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by Golden State as Sole Stockholder of Atrium. On or before 12/31/2006, **Golden State**, as the sole stockholder of **Atrium**, shall adopt this Agreement in accordance with the General Corporate Law of the State of Florida.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of **Golden State** in accordance with the General Corporate Law of the State of California, (b) this Agreement has been adopted by **Golden State** as the sole stockholder of **Atrium**, in accordance with the General Corporate Law of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the General Corporate Law of the State of Florida and Articles of Merger shall be filed in accordance with the General Corporate Law of the State of California. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in Florida, which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of **Golden State** shall cease, and **Golden State** shall be merged into Atrium which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of **Golden State**; and all and singular, the rights, privileges, powers, and franchises of **Golden State**, and all property, real, personal, and mixed, and all debts due to **Golden State** on whatever account, as well for stock subscriptions and all other things in action or belonging to **Golden State**, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of **Golden State**, and the title to any real estate vested by deed or otherwise, under the laws of Florida or California or any other jurisdiction, in **Golden State**, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of **Golden State** shall be preserved unimpaired, and all debts, liabilities, and duties of **Golden State** shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of **Golden State** or the corresponding officers of the Surviving Corporation, may, in the name of **Golden State**, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all **Golden State's** property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be **Atrium of S. W. Florida, Inc.**

2.2 Certificate of Incorporation. The Certificate of Incorporation of **Atrium** as in effect

on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law except that Article FIRST shall be amended in accordance with 2.1 hereof.

2.3 By-Laws. The By-Laws of **Atrium**, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

### 3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of **Golden State** and the nature and amount of securities of **Atrium** which the holders of shares of **Golden State** Common Stock are to receive in exchange for such shares are as follows:

3.1 Golden State Common Stock. Each one share of **Golden State** Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of **Atrium** Common Stock, and outstanding certificates representing shares of **Golden State** Common Stock shall thereafter represent shares of **Atrium** Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 Atrium Common Stock Held by Golden State. All issued and outstanding shares of **Atrium** Common Stock held by **Golden State** immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

### 4. Miscellaneous

4.1. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of **Golden State**, if the Board of Directors of **Golden State** or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

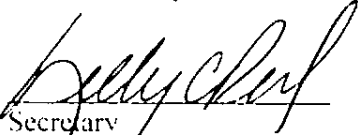
4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by **Golden State Ranches**,

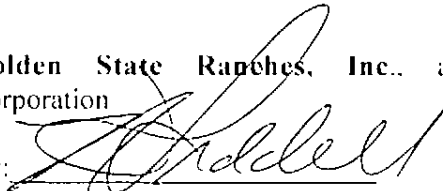
Inc., a California Corporation and **Atrium of S. W. Florida, Inc.**, a Florida corporation, all on the date first above written.

ATTEST:

California corporation

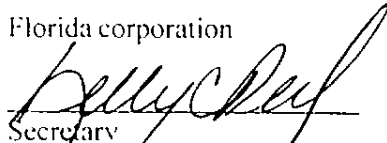
  
Secretary  
(SEAL)

**Golden State Ranches, Inc.**, a California Corporation

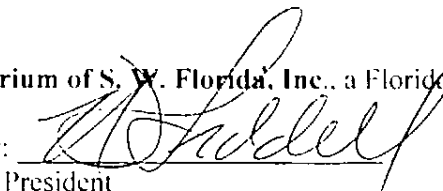
By:   
Its President

ATTEST:

Florida corporation

  
Secretary  
(SEAL)

**Atrium of S. W. Florida, Inc.**, a Florida Corporation

By:   
Its President