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**MERGER OR SHARE EXCHANGE
IMPAC HOLDINGS III, L.L.C.**

Certificate of Status	0
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**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Service Windsor, Inc.	Florida	Profit Corporation
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SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Impac Holdings III, L.L.C.	Georgia	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

2002 Summit Boulevard, Suite 300

Atlanta, Georgia 30319

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Service Windsor, Inc.	✓ <i>Marc L. Lipshy</i>	Marc L. Lipshy
Impac Holdings III, L.L.C.	✓ <i>Marc L. Lipshy</i>	Marc L. Lipshy
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Service Windsor, Inc.	Florida	Profit Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Impac Holdings III, L.L.C.	Georgia	LLC

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

See Agreement and Plan of Merger attached hereto as Exhibit "A".

(Attach additional sheet if necessary)

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 others securities of the survivor, in whole or in part, into cash or other property is as follows:

The Florida profit corporation is merging into a Georgia limited liability company.

All of the outstanding stock of the corporation will be canceled upon effectiveness of the merger and all assets and liabilities of the corporation, if any, will be transferred to the survivor of the merger.

(Attach additional sheet if necessary)

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

N/A

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Impac Hotel Group, L.L.C., a Georgia limited liability company

2002 Summit Boulevard, Suite 300, Atlanta, GA 30319

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER
OF
SERVICO WINDSOR, INC.
(a Florida corporation)**

**WITH AND INTO
IMPAC HOLDINGS III, L.L.C.
(a Georgia limited liability company)**

THIS AGREEMENT AND PLAN OF MERGER, dated as of the 2nd day of ~~January~~, 2012 (the "Agreement"), is entered into pursuant to the Georgia Limited Liability Company Act (the "Act") and the Florida Statutes, by and among Servico Windsor, Inc., a Florida corporation ("SWI"), and Impac Holdings III, L.L.C., a Georgia limited liability company ("Holdings III" or the "Surviving Company") (SWI and the Surviving Company hereinafter are sometimes collectively referred to as the "Constituent Companies").

RECITALS

WHEREAS, SWI is a corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, Holdings III is a limited liability company duly organized and validly existing under the laws of the State of Georgia; and

WHEREAS, the sole member of Holdings III and the sole stockholder and board of directors of SWI deem it advisable and in the best interests of their respective entities that SWI merge with and into Holdings III as provided herein (the "Merger") and by resolutions duly adopted have approved and adopted the form, terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, in accordance with the provisions of applicable law, the parties hereby agree as follows:

AGREEMENT

1. The Merger. The Constituent Companies agree to effect the Merger, subject to the terms and conditions herein set forth.
2. Surviving Company. Upon the Effective Date, as defined in Section 7 hereof, the Merger shall be accomplished by merging SWI with and into Holdings III, and the separate existence of SWI, except insofar as continued by law, shall cease.
3. Articles of Organization and Operating Agreement of Surviving Company. At the Effective Date, the Articles of Organization of Holdings III shall be and remain the Articles of

Organization of the Surviving Company, until altered, amended or repealed. At the Effective Date, the Operating Agreement of Holdings III, shall be and remain the Operating Agreement of the Surviving Company, until altered, amended or repealed.

4. Properties and Liabilities. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all of the property, rights, privileges, powers and franchises of SWI shall vest in the Surviving Company, and all debts, liabilities and duties of SWI shall become the debts, liabilities and duties of the Surviving Company.

5. Cancellation of Stock Certificates. The outstanding shares of common stock of SWI as represented by stock certificate number 3 shall be cancelled upon the Effective Date as hereinafter set forth in this Section 5. All of SWI issued and outstanding common stock held by its sole stockholder immediately prior to the Effective Date, and all rights in respect thereof shall thereupon, by virtue of the Merger and without any further action on the part of Holdings III, be permanently cancelled.

6. Additional Acts. SWI hereby agrees that at any time, or from time to time, as and when requested by the Surviving Company, or by its successors and assigns, it will execute and deliver, or cause to be executed or delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Company, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Company, its successors or assigns, may deem necessary, desirable or appropriate in order to evidence the transfer, vesting or devolution of any property, right, privilege, immunity or franchise, or to vest or perfect in or confirm to the Surviving Company, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Article I and otherwise to carry out the intent and purposes hereof.

7. Effective Date. The Effective Date of the Merger of SWI with and into Holdings III shall be the date the Articles of Merger are filed with the Secretary of State of the State of Georgia and the Certificate of Merger is filed with the Secretary of State of the State of Florida.

8. Address of Surviving Company. The address of the principal place of business of the Surviving Company is 2002 Summit Boulevard, Suite 300, Atlanta, Georgia 30319.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

SERVICO WINDSOR, INC.

By:

Marc L. Lipshy
Marc L. Lipshy, President

IMPAC HOLDINGS III, L.L.C.

By:

Marc L. Lipshy
Marc L. Lipshy, President