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(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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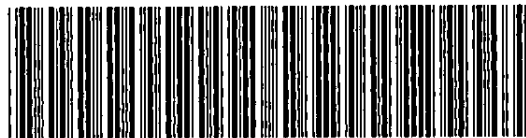
(Business Entity Name)

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DEPARTMENT OF STATE
DIVISION OF CORPORATE
AFFAIRS
2013 MAR 28 PM 1:43
TO BE MAILED TO
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400000531978

3/28/13

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 MAR 28 P 2:55

FILED



Wolters Kluwer
Corporate Legal Services

CT Corporation

515 East Park Avenue
Tallahassee, FL 32301

850 222 1092 tel
850 222 7615 fax
www.ctcorporation.com

March 28, 2013

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 8716444 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Department of State, Florida:

Please obtain the following:

CLERMONT IL INVESTMENTS, LLC (FL)
Merger (Discontinuing Company)
Florida

SUPERIOR RESIDENCES OF CLERMONT, LLC (FL)
Merger (Survivor)
Florida

SUPERIOR RESIDENCES OF CLERMONT, LLC (FL)
Obtain Document - Misc - certified copy of the merger filing.
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Connie Bryan
Assistant Secretary

MAR 28 REC'D

PLEASE OBTAIN A
FILE STAMPED COPY

CERTIFICATE OF MERGER
of
CLERMONT IL INVESTMENTS, LLC
(a Florida limited liability company)
with and into
SUPERIOR RESIDENCES OF CLERMONT, LLC
(a Florida limited liability company)

The following Certificate of Merger is submitted to merge the following Florida limited liability companies in accordance with § 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party (hereinafter referred to as the "Merging Company") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Clermont IL Investments, LLC	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party (hereinafter referred to as the "Surviving Company") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Superior Residences of Clermont, LLC	Florida	limited liability company

THIRD: The attached Plan of Merger was approved by the Merging Company and the Surviving Company in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The Surviving Company is a Florida limited liability company.

FIFTH: The effective date of the merger shall be the date of filing of this Certificate of Merger with the Florida Department of State.

SIXTH: Signatures for each party:

[SIGNATURE PAGE FOLLOWS]

Signature Page to
CERTIFICATE OF MERGER

MERGING COMPANY:

CLERMONT IL INVESTMENTS, LLC,
a Florida limited liability company

BY: SUPERIOR RESIDENCES, INC.,
a Florida corporation, its Managing Member

By: 

Name: Donald W. Bishop, Jr.

Title: President and COO

SURVIVING COMPANY:

SUPERIOR RESIDENCES OF CLERMONT,
LLC, a Florida limited liability company

BY: SUPERIOR RESIDENCES, INC.,
a Florida corporation, its Managing Member

By: 

Name: Donald W. Bishop, Jr.

Title: President and COO

FILED
2013 MAR 28 P 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER
of
CLERMONT IL INVESTMENTS, LLC
(a Florida limited liability company)
with and into
SUPERIOR RESIDENCES OF CLERMONT, LLC
(a Florida limited liability company)

1. The name, form/entity type and jurisdiction of the merging company (the "Merging Company") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Clermont IL Investments, LLC	Florida	Limited Liability Company

2. The name, form/entity type and jurisdiction of the surviving company (the "Surviving Company") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Superior Residences of Clermont, LLC	Florida	Limited Liability Company

3. From and after the Effective Date (defined below) of the merger:

(a) The Merging Company shall be merged with and into the Surviving Company, and the Surviving Company shall survive the merger, all in accordance with the terms of this Plan of Merger and the applicable provisions of the Limited Liability Company Act of the State of Florida (the "Act");

(b) The separate existence of the Merging Company shall cease;

(c) The Articles of Organization and Operating Agreement of the Surviving Company in effect on the Effective Date shall be the Articles of Organization and Operating Agreement of the Surviving Company and shall continue in effect until thereafter amended in accordance with their terms and applicable law; and

(d) The management of the Surviving Company shall be the management of the Surviving Company and shall continue in effect from and after the Effective Date until the form of management is changed and new and/or additional managers have been duly elected or appointed and qualified.

4. Each membership interest of the Merging Company issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and shall cease to be issued and outstanding membership interests of the Merging Company, and each member of the Merging Company shall receive in exchange for such member's membership interests in the Merging Company immediately prior to the Effective Date, a 0.3740% membership interest in the Surviving Company for each 1% membership interest in the Merging Company, together with any and all

rights and obligations in respect of such membership interests in accordance with the terms and provisions of the Operating Agreement of the Surviving Company in effect on the Effect Date and of the Act.

5. The membership interests of the Surviving Company shall not be affected in any way by the merger, except that by virtue of the merger and without any action on the part of the holder thereof, at the Effective Date the member of the Surviving Company shall receive in exchange for such member's membership interest in the Surviving Company immediately prior to the Effective Date, a 0.6260% membership interest in the Surviving Company for each 1% membership interest in the Surviving Company.

6. The merger shall have the effects provided for under the Act. Without limiting the generality of the foregoing, at and after the Effective Date, (i) the title to all real estate and other property, or any interest therein, owned by the Merging Company shall be vested in the Surviving Company without reversion or impairment, (ii) the Surviving Company shall be responsible for all the liabilities and obligations of the Merging Company, including liabilities arising out of the appraisal rights under §§ 608.4351-608.43595 of the Act and (iii) any claim existing or action or proceeding pending by or against the Merging Company may be continued as if the merger did not occur or the Surviving Company may be substituted in the proceeding for the Merging Company.

7. The foregoing Plan of Merger is permitted under, and shall be effectuated in accordance with, the laws of the State of Florida.

8. This Plan of Merger may be terminated and the merger abandoned at any time before the Effective Date by the consent in writing of either of the Merging Company or the Surviving Company.

9. The merger shall become effective at such time as a Certificate of Merger is duly filed with the Florida Department of State (the "Effective Date").

END OF DOCUMENT