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8-1-13

merger

07/24/13--01002--021 **105.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 JUL 24 AM 11:313 JUL 24 AM 11:13

FILED

RECEIVED
DEPARTMENT OF STATE

DoR
7/29/13

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-23

CONTACT: **RICKY SOTO**

DATE: **07/24/2013**

REF. #: **8841513**

CORP. NAME: **624 COLLINS ASSOCIATES, L.L.C (a Florida LLC), 624 COLLINS PARTNERS, LLC**
(a Florida LLC); merging into COLLINS PROEPRTIES, L.L.C. (a Florida LLC)

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 70005151 FOR \$ 105.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

EXHIBIT
8-1-13

FILED

**CERTIFICATE OF MERGER OF
624 COLLINS PARTNERS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
AND
624 COLLINS ASSOCIATES, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY**

2013 JUL 24 AM 11:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITH AND INTO

**COLLINS PROPERTIES, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY**

624 Collins Partners, LLC, a Florida limited liability company, and 624 Collins Associates, L.L.C., a Florida limited liability company (hereinafter together the "Merging Companies") and Collins Properties, L.L.C., a Florida limited liability company (hereinafter the "Surviving Company") hereby submit the following Certificate of Merger in accordance with Fla. Stat. §608.4382 of the Florida Limited Liability Act (hereinafter the "Act"):

**ARTICLE 1
NAME, JURISDICTION AND SURVIVING PARTY**

1.1 The exact name, principal address, jurisdiction and entity type of the Merging Companies and the Surviving Company are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Merging Companies:		
624 Collins Partners, LLC 3616 Bowling Gate Lane Nashville, Tennessee 37215	Florida	limited liability company
624 Collins Associates, L.L.C. 3616 Bowling Gate Lane Nashville, Tennessee 37215	Florida	limited liability company
Surviving Company:		
Collins Properties, L.L.C. 3616 Bowling Gate Lane Nashville, Tennessee 37215	Florida	limited liability company

1.2 The surviving company of the merger shall be Collins Properties, L.L.C. ("Surviving Company").

**ARTICLE 2
PLAN OF MERGER**

The Plan of Merger, which is attached hereto as Exhibit "A" (the "Plan of Merger") was adopted, approved, confirmed and ratified on July 24, 2013 by both the Surviving Company and the Merging Companies in accordance with the Act, applicable law of the State of Florida and their respective operating agreements.

ARTICLE 3
CONSENT AND APPROVAL OF PLAN OF MERGER BY THE MANAGERS

In accordance with the Act, applicable law of the State of Florida, and their respective operating agreements, the Merging Companies and the Surviving Company's respective Managers have approved, authorized and ratified the Plan of Merger and have waived any further notice requirements prior to the filing of this Certificate of Merger.

ARTICLE 4
CONSENT AND APPROVAL OF PLAN OF MERGER BY THE MEMBERS

In accordance with the Act, applicable law of the State of Florida, and their respective operating agreements, one hundred percent (100%) of the Members of both the Merging Companies and the Surviving Company have approved, authorized and ratified the Plan of Merger and have waived any further notice requirements prior to the filing of this Certificate of Merger.

ARTICLE 5
COMPLIANCE WITH APPLICABLE LAW

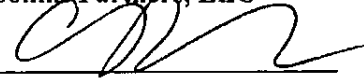
The Merging Companies and the Surviving Company have complied with all requirements of the Act and of applicable Florida law to adopt, approve, authorize confirm and ratify the Plan of Merger, to authorize the filing of this Certificate of Merger and to otherwise effectuate the merger.

ARTICLE 6
EFFECTIVE DATE AND TIME OF MERGER

The effective date and time of the merger shall be 12:01 AM, Eastern Standard Time, August 1, 2013.

IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be executed and delivered as of the 24th day of July, 2013.

624 Collins Partners, LLC

By: 
C. Palmer Pillans, Secretary

624 Collins Associates, L.L.C.

By: 
C. Palmer Pillans, Secretary

Collins Properties, LLC

By: 
C. Palmer Pillans, Secretary

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PLAN OF MERGER

THIS PLAN OF MERGER (hereinafter the "Plan") by and among **624 Collins Partners, LLC**, a Florida limited liability company, with an address of 3616 Bowling Gate Lane, Nashville, Tennessee 37215 ("624 Collins Partners"), and **624 Collins Associates, L.L.C.**, a Florida limited liability company, with an address of 3616 Bowling Gate Lane, Nashville, Tennessee 37215 ("624 Collins Associates") (hereinafter together the "Merging Companies") and **Collins Properties, L.L.C.**, a Florida limited liability company, with an address of 3616 Bowling Gate Lane, Nashville, Tennessee 37215 (hereinafter the "Surviving Company") is dated as of the 24th day of July, 2013.

WITNESETH

WHEREAS, 624 Collins Partners is a limited liability company active and in good standing organized under the laws of the State of Florida on September 13, 2011 under Document No. L11000104697; and

WHEREAS, 624 Collins Partners is a limited liability company active and in good standing organized under the laws of the State of Florida on February 12, 2004 under Document No. L04000014276; and

WHEREAS, the Surviving Company is a limited liability company active and in good standing organized under the laws of the State of Florida February 12, 2004 under Document No. L04000014281; and

WHEREAS, the Merging Companies intend to merge into the Surviving Company in accordance with Fla. Stat. §608.438, et. seq. (hereinafter the "Act") and the terms and conditions of this Plan; and

WHEREAS, in accordance with the provisions of the Act, applicable law of the State of Florida, and of their respective Operating Agreements, the members and the managers of the Merging Companies and the Surviving Company have consented to this Plan;

NOW THEREFORE, in exchange of the mutual promises and conditions as set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSENT AND APPROVAL OF PLAN

1.1 Manager Approval. In accordance with the Act, applicable law of the State of Florida, and their respective operating agreements, the Merging Companies and the Surviving Company's respective Managers have approved, authorized and ratified this Plan.

1.2 Member Approval. In accordance with the Act, applicable law of the State of Florida, and their respective operating agreements, one hundred percent (100%) of the

membership interests of both the Merging Companies and the Surviving Company have approved, authorized and ratified this Plan.

ARTICLE 2 MERGER OF ENTITIES

2.1 Merger; Survival. Effective upon the filing of the Certificate of Merger, which shall be filed no earlier than thirty (30) days and no later than sixty (60) days from the date of the Plan, the Merging Companies shall be merged with and into the Surviving Company (hereinafter the "Merger"). The Merging Companies shall thereafter terminate and cease existence subject to the laws of the State of Florida. The Surviving Company shall continue in existence as the surviving limited liability company of the Merger.

2.2 Existence after Merger. Upon the filing of the Certificate of Merger, the Surviving Company shall continue to exist and shall be affected as provided by the Act. The Merging Companies cease to exist and shall be affected as provided by applicable law of the State of Florida.

2.3 Governing Documents upon Merger.

2.3.1 Articles of Organization. The Surviving Company's Articles of Organization dated February 11, 2004 and filed with the Florida Department of State on February 12, 2004 shall continue to serve as the Surviving Company's Articles of Organization.

2.3.2 Operating Agreement. The Surviving Company's Amended and Restated Operating Agreement dated January 1, 2012 shall continue to serve as the Surviving Company's Operating Agreement ("Operating Agreement"). In accordance with the Operating Agreement, the Merger shall have the same effect as the admission of additional members of the Surviving Company in accordance with the terms of this Plan, and the members of the Merging Companies shall thereafter be considered "Members" of the Surviving Company as defined in the Operating Agreement and shall have the percentage of membership interests as set forth in this Plan.

2.4. Manager upon Merger. The current Manager of the Surviving Company, to wit, Ben H. Willingham, III, shall remain the Manager of the Surviving Company in accordance with the Operating Agreement.

2.5. Merging Companies Jurisdictional Requirements. The Merging Companies shall take any and all action as may be required pursuant to the laws of the State of Florida to effectuate this Plan and the Merger. The Surviving Company shall cooperate in effectuating any requirements of the State of Florida.

ARTICLE 3
MEMBERSHIP INTERESTS AND OTHER SECURITIES UPON MERGER

3.1 Manner and Basis of Conversion of Membership Interests. Upon the Merger, without any further action of any entity, all of the outstanding membership interests of the Merging Companies shall be converted into membership interests of the Surviving Company. The Surviving Company's member's membership interest in the Surviving Company shall be reduced from 100% before the Merger to 0% after the Merger. The Merging Companies' member's membership interest of the Surviving Company upon Merger shall be 100% of the Surviving Company's membership interests. The members of the Merging Companies and of the Surviving Company prior to the Merger, are as set forth on Exhibit "A." The new members of the Surviving Company upon Merger shall be as set forth on Exhibit "B."

3.2 Manner and Basis of Conversion of Other Securities. Upon the Merger, without any further action of either entity, all options, warrants and other securities exercisable or exchangeable for, or convertible into the Merging Companies or Surviving Company's membership interests or other securities shall be cancelled without any conversion thereof or payment or distribution therefor.

ARTICLE 4
NOTICE AND FILING

4.1 Notice of Plan. In accordance with Fla. Stat. §608.4381 of the Act, the Manager of the Surviving Company and the Manager of the Merging Companies shall provide notice to all of their respective members of the Plan and of the approvals as set forth in Article 1 in the event that the written consent in lieu of a meeting approving the Plan was not unanimous of the members of the Merging Companies or Surviving Company.

4.2 Notice under Plan. All notices, requests, demands and other communications between the parties of the Plan shall be in writing to the addresses as set forth above and shall be deemed to have been duly given on the date of service if served personally, or by commercial messenger or courier service or via facsimile (with acknowledgement of complete transmission) on the party to whom notice is to be given.

4.3 Certificate of Merger. No earlier than thirty (30) days or later than sixty (60) days from the date of the Notice as set forth in Section 4.1 above, the Surviving Company shall execute and file with the Florida Department of State a Certificate of Merger in accordance with the Act and shall pay all applicable filing fees necessary to effectuate the filing of the Certificate of Merger.

ARTICLE 5
OTHER PROVISIONS

5.1 Headings. The subject headings of the Articles and Sections of this Agreement are

included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

5.2 Entire Agreement; Modification; Waiver. This Agreement and the exhibits hereto constitute the entire agreement among the parties pertaining to the subject matter contained in it and supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

5.3 Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.4. Severability. If any provision of this Plan shall to be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly to retain the intent of the parties. If such modification is not possible, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

5.5. Exhibits. The exhibits to this Plan are a part of this Plan as if set forth in full herein and any references to the Plan herein are understood by the parties to include reference to the exhibits.

5.6 Parties in Interest. Nothing in this Plan, whether express or implied, is intended to confer any rights or remedies under or by reason of this Plan on any person other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Plan intended to relieve or discharge the obligation or liability of any third persons to any party to this Plan unless expressly set forth herein, nor shall any provision give any third persons any right of subrogation or action over against any party hereto.

5.7 Binding. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5.8 Further Assurances. Merging Companies and Surviving Company agree to take such action and to execute and deliver such documents and instruments as either party may reasonably request in order to effectuate the terms of this Plan, and the parties shall fully cooperate with one other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Plan.

5.9. Law and Jurisdiction. This Plan shall be construed in accordance with, and governed by, the laws of the State of Florida, without giving effect to conflicts of laws principles (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The parties irrevocably consent to and confer personal jurisdiction and venue exclusively on the courts within Palm Beach County of the State of Florida and expressly waive any objections as to venue in any of such courts.

IN WITNESS WHEREOF, the parties to this Plan have duly executed it as of the day and year first above-written.

624 Collins Partners, LLC

By: 
C. Palmer Pillans, Secretary

624 Collins Associates, L.L.C.

By: 
C. Palmer Pillans, Secretary

Collins Properties, LLC

By: 
C. Palmer Pillans, Secretary

EXHIBIT "A"
MEMBERSHIP INTERESTS PRIOR TO MERGER

624 Collins Partners, LLC

AmCorp Holdings, LLC	1.71408%
ACH Collins, LLC	57.1478%
Kirby Willingham	4.28522%
Nancy Fleischer	2.14260%
Pat Maxwell	8.57044%
Andre Krines	2.57112%
Jurgen Wolf	1.71408%
Celia Mamby	1.71408%
Georgianne Chapman	1.71408%
Chitobi, LLC	3.42816%
Joe Bacon	3.42816%
Chattahoochee Warehouses, LLC	1.71408%
Zarko Cvijic	3.42816%
Bill Carman	1.71408%
Ruth Napier	1.28570%
Laurie Hughes	1.71408%
Katrina Willingham	0.74796%
Virginia Berger	0.54512%
624 Collins Associates, L.L.C.	0.42100%

624 Collins Associates, L.L.C.

Mike L. Lewis	30.2521%
A. Dean & Jean M. Lewis, Sr.	16.8067%
Arnold Dean Lewis, Jr.	5.0420%
Mary F. Mensel	4.2018%
Celia Mamby	5.0420%
Alligat AG	33.6134%
Helge Sachau	2.5210%
C.I.H. LLC	2.5210 %

Collins Properties, L.L.C.

624 Collins Partners, LLC	58.333%
624 Collins Associates, L.L.C.	41.667%

EXHIBIT "B"
MEMBERSHIP INTERESTS OF SURVIVING COMPANY UPON MERGER

AmCorp Holdings, LLC	1.00000%
ACH Collins, LLC	33.3330%
Kirby Willingham	2.50000%
Katrina Willingham	0.43631%
Virginia Berger	0.31798%
Nancy Fleischer	1.25000%
Pat Maxwell	5.00000%
Andre Krines	1.50000%
Jurgen Wolf	1.00000%
Celia Mamby	3.11323%
Georgeanne Chapman	1.00000%
Chitobi, LLC	2.00000%
Joe Bacon	2.00000%
Chattahoochee Warehouses, LLC	1.00000%
Zarko Cvijic	2.00000%
Bill Carman	1.00000%
Ruth Napier	0.75000%
Laurie Hughes	1.00000%
Mike L. Lewis	12.67943%
A. Dean & Jean M. Lewis, Sr.	7.04411%
Arnold Dean Lewis, Jr.	2.11323%
Mary F. Mensel	1.76107%
Alligat AG	14.08840%
Helge Sachau	1.05662%
C.I.H. LLC	1.05662%

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