

L04000037180

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

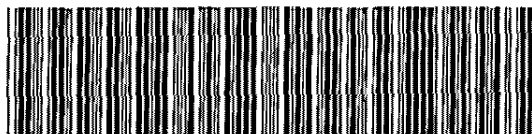
Certified Copies

2

Certificates of Status

Special Instructions to Filing Officer:

Office Use Only



700032434287

05/24/04--01001--024 \*\*200.00

05/24/04--01001--025 \*\*85.00

DIVISION OF CORPORATION

04 MAY 21 PM 4:14

RECEIVED

04 MAY 21 AM 10:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

DATE  
5/27/04  
BY

Handwritten signature/initials

**GRAY|ROBINSON**  
ATTORNEYS AT LAW

SUITE 600  
301 SOUTH BRONOUGH ST. (32301)  
POST OFFICE BOX 11189  
TALLAHASSEE, FL 32302-3189  
TEL 850-222-7717  
TEL 850-577-9090  
FAX 850-222-3494  
FAX 850-577-3311  
gray-robinson.com

CLERMONT  
KEY WEST  
LAKELAND  
MELBOURNE  
ORLANDO  
TALLAHASSEE  
TAMPA

May 21, 2004

Division of Corporations  
George Firestone Building  
409 East Gaines Street  
Tallahassee, FL 32301

Via Hand Delivery

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

04 MAY 21 AM 10:06

FILED  
5/21/04  
OFFICE DATE

To Whom It May Concern:

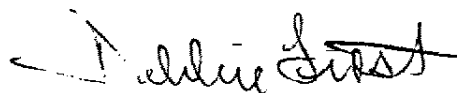
Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$85.00** for the applicable filing fees and fees to obtain a two (2) **Certified Copies of the Articles of Merger** for the following entities:

CAPE CORAL PARCEL 20, LLC  
CAPE CORAL PARCEL 30, LLC  
CAPE CORAL PARCEL 50, LLC  
CAPE CORAL PARCEL 60, LLC  
CAPE CORAL PARCEL 70, LLC  
CAPE CORAL PARCEL 80, LLC  
CAPE CORAL PARCEL 90, LLC  
CAPE CORAL PARCEL 130, LLC  
with and into

CAPE CORAL INVESTORS, LLC  
(Document No. L04000037180)

Upon receipt, please "date-stamp" the copy of the letter provided and call me at 222-7717, when the document is ready. Thank you for your assistance in this matter.

Very truly yours,



Debbie Frost  
Office Administrator

/dyf  
Enclosures

## ARTICLES OF MERGER

### *Merging*

CAPE CORAL PARCEL 20, LLC  
 CAPE CORAL PARCEL 30, LLC  
 CAPE CORAL PARCEL 50, LLC  
 CAPE CORAL PARCEL 60, LLC  
 CAPE CORAL PARCEL 70, LLC  
 CAPE CORAL PARCEL 80, LLC  
 CAPE CORAL PARCEL 90, LLC  
 CAPE CORAL PARCEL 130, LLC

### *With and Into*

CAPE CORAL INVESTORS, LLC

L 04000037172  
 L 04000037173  
 L 04000037174  
 L 04000037175  
 L 04000037176  
 L 04000037177  
 L 04000037178  
 L 04000037179

FILED  
 04 MAY 21 AM 10:06  
 TALLAHASSEE, FLORIDA  
 SECRETARY OF STATE

Pursuant to Sections 608.438, 608.4381, 608.4382 and 608.4383 of the Florida Limited Liability Company Act, CAPE CORAL PARCEL 20, LLC, CAPE CORAL PARCEL 30, LLC, CAPE CORAL PARCEL 50, LLC, CAPE CORAL PARCEL 60, LLC, CAPE CORAL PARCEL 70, LLC, CAPE CORAL PARCEL 80, LLC, CAPE CORAL PARCEL 90, LLC, and CAPE CORAL PARCEL 130, LLC, all being Florida limited liability companies (collectively, the "Merging Entities"), and CAPE CORAL INVESTORS, LLC, a Florida limited liability company (the "Survivor"), hereby adopt the following Articles of Merger:

### ARTICLE I

The name, type of entity and state of organization of each of the constituent companies are as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>
CAPE CORAL PARCEL 20, LLC	Florida	Limited Liability Company
CAPE CORAL PARCEL 30, LLC	Florida	Limited Liability Company
CAPE CORAL PARCEL 50, LLC	Florida	Limited Liability Company
CAPE CORAL PARCEL 60, LLC	Florida	Limited Liability Company
CAPE CORAL PARCEL 70, LLC	Florida	Limited Liability Company
CAPE CORAL PARCEL 80, LLC	Florida	Limited Liability Company
CAPE CORAL PARCEL 90, LLC	Florida	Limited Liability Company
CAPE CORAL PARCEL 130, LLC	Florida	Limited Liability Company
CAPE CORAL INVESTORS, LLC	Florida	Limited Liability Company

### ARTICLE II

Effective as of 5:00 p.m., Eastern Daylight Time, on May 27, 2004 (the "Effective Date"), the Merging Entities shall be merged with and into the Survivor, and the Survivor shall be the surviving limited liability company.

FILED  
 04 MAY 21 AM 10:06  
 TALLAHASSEE, FLORIDA  
 SECRETARY OF STATE

### ARTICLE III

The name and address of the Survivor's Manager are as follows:

Francois Prudhomme de Lodder  
7718 Bay Lake Drive  
Cape Coral, FL 33907

### ARTICLE IV

The Plan of Merger pursuant to which the Merging Entities shall merge with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

### ARTICLE V

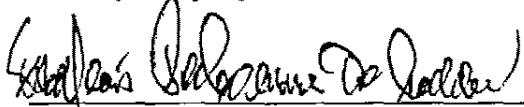
The Plan of Merger was adopted and approved by the unanimous written consent of all of the members of the Merging Entities and the Survivor as of May 17, 2004, in accordance with the applicable provisions of Chapter 608, *Florida Statutes*, and in accordance with the terms of the Articles of Organization and the Limited Liability Company Operating Agreements of the Merging Entities and the Survivor. There are no dissenting members of the Merging Entities or the Survivor.

*[Remainder of page intentionally left blank; signatures follow]*

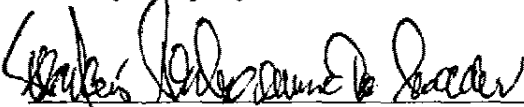
IN WITNESS WHEREOF, these Articles of Merger have been executed this 20<sup>th</sup> day of May, 2004.

**MERGING ENTITIES:**


**CAPE CORAL PARCEL 20, LLC**, a Florida  
limited liability company

By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member


**CAPE CORAL PARCEL 30, LLC**, a Florida  
limited liability company

By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member

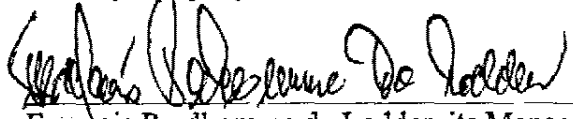
**CAPE CORAL PARCEL 50, LLC**, a Florida  
limited liability company

By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member

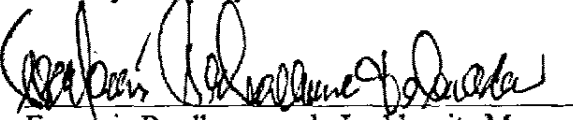
**CAPE CORAL PARCEL 60, LLC**, a Florida  
limited liability company

By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member


**CAPE CORAL PARCEL 70, LLC**, a Florida  
limited liability company

By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member


**CAPE CORAL PARCEL 80, LLC**, a Florida  
limited liability company

By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member

**CAPE CORAL PARCEL 90, LLC**, a Florida  
limited liability company

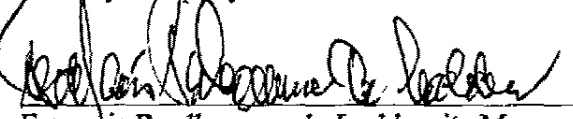
By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member

**CAPE CORAL PARCEL 130, LLC**, a Florida  
limited liability company

By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member

**SURVIVOR:**

**CAPE CORAL INVESTORS, LLC**, a Florida  
limited liability company

By:   
Francois Prudhomme de Lodder, its Manager  
and Authorized Representative of a Member

## **EXHIBIT A**

### **PLAN OF MERGER OF CAPE CORAL PARCEL 20, LLC CAPE CORAL PARCEL 30, LLC CAPE CORAL PARCEL 50, LLC CAPE CORAL PARCEL 60, LLC CAPE CORAL PARCEL 70, LLC CAPE CORAL PARCEL 80, LLC CAPE CORAL PARCEL 90, LLC CAPE CORAL PARCEL 130, LLC AND CAPE CORAL INVESTORS, LLC**

The following Plan of Merger was adopted and approved by all of the members of each party to the merger in accordance with Section 608.438, *Florida Statutes*, and is being submitted in accordance with said Section.

#### **ARTICLE 1**

The exact name and jurisdiction of each **merging** party are as follows (collectively, the "Merging Entities"):

Cape Coral Parcel 20, LLC, a Florida limited liability company  
Cape Coral Parcel 30, LLC, a Florida limited liability company  
Cape Coral Parcel 50, LLC, a Florida limited liability company  
Cape Coral Parcel 60, LLC, a Florida limited liability company  
Cape Coral Parcel 70, LLC, a Florida limited liability company  
Cape Coral Parcel 80, LLC, a Florida limited liability company  
Cape Coral Parcel 90, LLC, a Florida limited liability company  
Cape Coral Parcel 130, LLC, a Florida limited liability company

#### **ARTICLE 2**

The exact name and jurisdiction of the **surviving entity** are as follows (the "Survivor"):

Cape Coral Investors, LLC, a Florida limited liability company

#### **ARTICLE 3**

The terms and conditions of the merger are as follows:

3.1 **The Merger**. All of the Merging Entities shall merge with and into Survivor (with such merger referred to herein as the "**Merger**") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging Entities shall cease, and the Survivor shall

continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merger shall become effective as of 5:00 p.m., Eastern Daylight Time, on May 27, 2004 (the "Effective Time"). The Merging Entities and the Survivor will cause Articles of Merger to be filed with the Florida Secretary of State (the "Merger Documents") in such form as required by, and executed in accordance with, the relevant provisions of the Florida Limited Liability Company Act (the "Act").

3.3 **Additional Action.** The Survivor shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of either the Merging Entities or the Survivor, in order to vest or to perfect or confirm of record in the Survivor the title to any property, rights, privileges, powers, licenses, and franchises of either the Merging Entities or the Survivor.

#### **ARTICLE 4**

4.1 **Survivor Membership Interests.** As of the Effective Time, the units of membership interest of Survivor issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain issued and outstanding.

4.2 **Conversion of Merging Entities' Membership Interests.** As of the Effective Time, by virtue of the Merger and without any action on the part of the members of the Merging Entities:

(a) Each one (1) unit of the Merging Entities' units of membership interests issued and outstanding immediately prior to the Effective Time (each, a "Merging Entity Unit") shall represent the right to receive and be converted into one (1) unit of membership interest of the Survivor (each, a "Survivor Unit"). No consideration, other than the Survivor Units so exchanged, shall be issued or otherwise paid to the holders of the Merging Entity Units in connection with the Merger.

(b) In connection with the Merger, no interest, dividends, or other distributions shall be payable with respect to any Merging Entity Units.

(c) From and after the Effective Time, no Merging Entity Units shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Act. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of the Merging Entity Units will be required; instead, from and after the Effective Time, all Merging Entity Units shall be deemed for all purposes surrendered and canceled.

(d) At the Effective Time, the transfer books for the Merging Entity Units shall be closed and no transfer of Merging Entity Units shall thereafter be made.

4.3 **Rights and Obligations of the Merging Entities.** In accordance with and insofar as permitted by the applicable provisions of the Act: (i) the Survivor shall possess all rights, privileges and powers of the Merging Entities, (ii) all property and assets of the Merging Entities shall vest in the



Survivor without any further act or deed, and (iii) the Survivor shall assume and be liable for all liabilities and obligations of the Merging Entities.

## **ARTICLE 5**

5.1 **Survivor Articles of Organization and Limited Liability Company Operating Agreement.** The Articles of Organization and Limited Liability Company Operating Agreement of Survivor in effect immediately prior to the Effective Time shall be the Articles of Organization and Limited Liability Company Operating Agreement of the Survivor immediately following the Merger.

5.2 **Articles of Organization of the Merging Entities.** The Articles of Organization of the Merging Entities, filed with the Florida Secretary of State on May 17, 2004, shall be deemed terminated as of the Effective Time.

5.3 **Merging Entities' Organizational Agreements.** All other organizational agreements and instruments relating to the Merging Entities shall be deemed terminated as of the Effective Time.

5.4 **Management of the Survivor.** Pursuant to the terms of its Limited Liability Company Operating Agreement, the right to manage the business and activities of the Survivor is vested in its sole Manager. The name and address of the Survivor's sole Manager both before and after the Effective Time is as follows:

Francois Prudhomme de Lodder  
7718 Bay Lake Drive  
Cape Coral, FL 33907

## **ARTICLE 6**

6.1 **Amendment.** The Merging Entities and the Survivor may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the members of the Merging Entities and the Survivor shall be subject to any restrictions contained in the Act. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by all of the members of the Merging Entities and the Survivor.

6.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging Entities and the Survivor) upon mutual written consent of the Merging Entities and the Survivor.

6.3 **Member Approval.** The respective obligations of the Merging Entities and the Survivor to effect the Merger shall be subject to the Merging Entities and the Survivor obtaining the requisite approval of the members of the Merging Entities and the Survivor, respectively, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining such requisite approval by the members of the Merging Entities and the Survivor, the Manager of the Survivor and the Manager of the Merging Entities are hereby authorized and directed to cause the Merger Documents and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.