

L04000068215

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

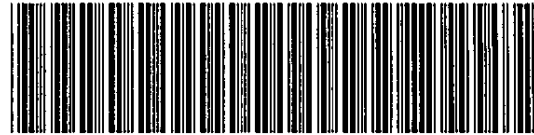
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MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____



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05/08/07--01035--014 **165.00

Special Instructions to Filing Officer:

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATION

2007 MAY -8 PM 1:55

NOT ATTACHED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING

Office Use Only

FILED
07 MAY -8 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, FL 32308

City/State/Zip

850-222-2785

Phone #

FILED
07 MAY - 8 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1- JOHNSTON-SERGEANT MANAGEMENT, LLC
- 2- _____
- 3- _____
- 4- _____

☒ Walk-in ☐ Pick-up time ASAP ☒ Certified
☐ Mail-out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input checked="" type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

CE 52.50
25.00
30 Cert

Examiner's Initials

25
32.50
57.50

ROBINS, KAPLAN, MILLER & CIRESI LLP

SUITE 201
711 FIFTH AVENUE SOUTH
NAPLES, FL 34102-6628
TEL: 239-430-7070 FAX: 239-213-1970
www.rkmc.com

ATTORNEYS AT LAW

1235

MICHAEL J. VOLPE
(239) 213-1962
mjvolpe@rkmc.com

May 3, 2007

Via Federal Express

Attorney's Title Insurance Fund
Attn: Order Department
1965 Capital Circle N.E.
Suite A
Tallahassee, Florida 32308

FILED
07 MAY - 8 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RE: Articles of Merger/Plan of Merger of Johnston-Sergent, Ltd into Johnston-Sergent Management, LLC
Our File No.: 100595.0000

Dear Sir or Madame:

Enclosed you will find the original and two copies of the following:

1. Articles of Merger of Johnston-Sergent, Ltd into Johnston-Sergent Management, Inc.;
2. The Plan of Merger for the entities referenced above;
3. Articles of Amendment to Articles of Organization; and
4. Our law firm's check in the amount of \$165.00, payable to the Florida Department of State, representing the filing fee of \$75.00 and \$90.00 for two certified copies of Articles/Plan of Merger, and one certified copy of the Articles of Amendment.

Please deliver these documents to the Secretary of State for filing as soon as possible and return the certified copies to my office in the Federal Express envelope enclosed for this purpose. I understand you will bill my office for your handling fee.

FILED
07 MAY -8 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

JOHNSTON-SERGEANT LTD,
A Florida Limited Partnership

INTO

JOHNSTON-SERGEANT MANAGEMENT, LLC
A Florida Limited Liability Company

The following articles of merger are being submitted in accordance with Section(s) 608.438 and/or 620.2106, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
Johnston-Sergent, Ltd., 775 Galleon Drive Naples, Florida 34102 Florida Document/Registration Number: <u>A04000001860</u> FEI Number: 510532567	State of Florida	Limited Partnership

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Johnston-Sergent Management, LLC 775 Galleon Drive Naples, Florida 34102 Florida Document/Registration Number: <u>L04000068215</u> FEI Number: 510532567	State of Florida	Limited Liability Company
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THIRD: The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103 and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: The attached Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section(s) 607.1302, 620.205, 608.4384, Florida Statutes, and/or the laws of all applicable jurisdictions.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a member of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINETH: The merger shall become effective as of:

The date on which these Articles of Merger are filed with the Florida Department of State.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

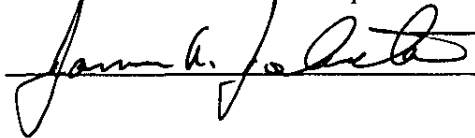
ELEVENTH: SIGNATURE(S) FOR EACH PARTY

Name of Entity:

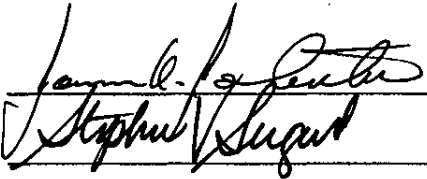
Signature(s)

**Typed/printed name
of Individual**

JOHNSTON-SERGEANT LTD
A Florida Limited Partnership



Johnston-Sergent Management, LLC
Limited Liability Company as
General Partner
By James A. Johnston, Managing
Member



James A. Johnston, Limited Partner

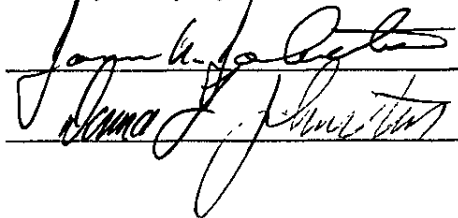
Steven V. Sergent, Limited Partner

Name of Entity:

Signature(s)

**Typed/printed name
of Individual**

JOHNSTON-SERGEANT
MANAGEMENT, LLC,
A Florida Limited
Liability Company



James A. Johnston Member

Donna L. Johnston, Member

NP1 65040921.1

PLAN OF MERGER

of

JOHNSTON-SERGEANT, LTD,

A Florida Limited Partnership

INTO

JOHNSTON-SERGEANT MANAGEMENT, LLC,

A Florida Limited Liability Company

The following Plan of Merger, which was adopted and approved by each party to the merger in accordance with section 608.438, 608.4381, 620.2106, and 620.2107 and/or the laws of all applicable jurisdictions, is being submitted in accordance with section(s) 608.438, 608.4381, 620.2106, and 620.2107.

FIRST: The exact name and jurisdiction of each merging party are as follows;

Name

Jurisdiction

Johnston-Sergeant, Ltd,
A Florida Limited Partnership

State of Florida

SECOND: The exact name and jurisdiction of the surviving party is as follows:

Name

Jurisdiction

Johnston-Sergeant Management, LLC
A Florida Limited Liability Company

State of Florida

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

A. The term "effective date" shall mean the date on which the Articles of Merger/Plan of Merger are filed with the Florida Department of State.

B. On the effective date, **JOHNSTON-SERGEANT, LTD, a Florida Limited Partnership**, (hereinafter "Johnston-Sergeant Partnership") shall be merged with and into **JOHNSTON-SERGEANT MANAGEMENT LLC a Florida Limited Liability Company** (hereinafter "Johnston-Sergeant LLC"). The separate existence of Johnston-Sergeant Partnership shall cease at the effective date and the existence of Johnston-Sergeant, LLC shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities, and franchises, of a public

as well as of a private nature, and subject to all the duties and liabilities of limited liability companies organized under the laws of the State of Florida.

- C. The Plan of Merger has been approved by the Members of Johnston-Sergent, LLC in accordance with Section 608.4381, Florida Statutes, and the General Partner and Limited Partners of Johnston-Sergent Partnership in accordance with Section 620.2107, Florida Statutes.
- D. At the effective date, Johnston-Sergent LLC shall possess all the rights, privileges, immunities, and franchises of a public and private nature, of Johnston-Sergent Partnership and shall be responsible and liable for all liabilities and obligations of Johnston-Sergent Partnership as more particularly set forth in Section 608.4383, Florida Statutes.
- E. There are no minority or dissenting partners of Johnston-Sergent Partnership.
- F. If at any time Johnston-Sergent, LLC shall consider it advisable that any other assignment or assurances are necessary or desirable to vest, effect, confirm, or record in Johnston-Sergent, LLC the title of any property or rights Johnston-Sergent Partnership or to otherwise carry out the provisions hereof, the proper partners of Johnston-Sergent Partnership as of the effective date, shall execute and deliver any and all proper deeds, assignments, or assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Johnston-Sergent LLC.
- G. Johnston-Sergent, LLC shall pay all expenses of accomplishing the merger.
- H. Anytime before the filing with the Florida Department of State of the Articles of Merger to be filed in connection herewith, the Members of Johnston-Sergent, LLC may amend this plan. If the Articles of Merger have already been filed, Amended Articles of Merger shall be filed with the Department of State, but only if such Amended Articles can be filed before the effective date.
- I. If for any reason consummation of the Merger is inadvisable in the opinion of the Members of Johnston-Sergent, LLC, or the General Partner or Limited Partners of Johnston-Sergent Partnership, this Merger may be terminated at any time before the effective date by resolution of the Members of Johnston-Sergent, LLC, or the General Partners or Limited Partners of Johnston-Sergent Partnership. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of Johnston-Sergent, LLC, Johnston-Sergent Partnership, or their partners, directors, officers, members, or employees.

FOURTH: Each of the partnership interests of the existing partners of Johnston-Sergent

Partnership outstanding prior to the effective date of this Merger shall be converted into the right to receive a membership interest in Johnston-Sergent, LLC with result the aggregate membership interests in JOHNSTON-SERGEANT, LLC shall be as follows:

<u>Name</u>	<u>Membership Interest</u>
James A. Johnston and Donna L. Johnston, As Tenants By Entireties	100%

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

<u>Name(s) and Address(es) of General Partner(s)</u>	<u>If General Partner is a Non-Individual Florida Document/Registration No.</u>
N/A	N/A

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers or managing members, the name(s) and address(es) of the manager(s) or managing member(s) are as follows:

JAMES A. JOHNSTON whose address is 775 Galleon Drive, Naples, Florida 34102; Managing Member.

SEVENTH: The merger is not prohibited by the Agreement of any partnership or limited partnership or the Regulations or Articles of Organization of any Limited Liability Company that is a party to the merger.

EIGHTH: Other provisions, if any, relating to the merger:

a) Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida.

b) Captions. The section captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

c) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the surviving party and merging party and their respective successors and assigns.

d) Severability. Each provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any provision of this Agreement shall be held invalid or unenforceable under any applicable present or future

law, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement. This Agreement shall be carried out as if such invalid or unenforceable provision was not contained herein and such other provisions of this Agreement as may remain otherwise operable shall continue to be given full force and effect and to bind the surviving party and the merging party.

e) Entire Agreement. This Agreement contains the entire understanding and agreement amongst the surviving party and merging party with respect to the subject matter hereof. All negotiations between the surviving party and merging party concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto between the surviving party and the merging party, other than those incorporated in this Agreement.

f) Amendments. No amendment of this Agreement shall be binding unless executed in a writing signed by the surviving party and merging party.

g) Counterparts. For recording and filing purposes, and for the convenience of the surviving party and the merging party, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by a duly authorized representative on this 25 day of April 2007.

**JOHNSTON-SERGEANT LTD
A Florida Limited Partnership**

By: [Signature]
Johnston-Sergeant Management, LLC, a
Florida Limited Liability Company as
General Partner By: James Johnston,
By: James A. Johnston, as
Managing Member

[Signature]
Witness signature

Charles Butz
Printed name of witness

[Signature]
Witness signature

RUTH E. LOWTHER
Printed name of witness

[Signature]
Witness signature
Donna L. Johnston
Printed name of witness

By: [Signature]
James A. Johnston, Limited Partner
By: [Signature]
Steven V. Sergeant, Limited Partner
STEVEN

**JOHNSTON-SERGEANT
MANAGEMENT, LLC, a Florida
Limited Liability Company**

By: [Signature]
James A. Johnston, Member

[Signature]
Witness signature

Nicholas S. Chichery
Printed name of witness

[Signature]
Witness signature

RUTH E. LOWTHER
Printed name of witness