

L05 0000 25363

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

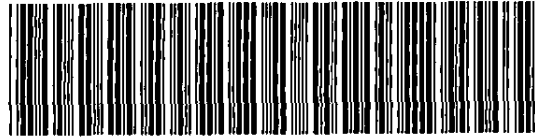
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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08 FEB 11 AM 11:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. KOHR
FEB 11 2008
EXAMINER

FILED
08 FEB 11 PM 1:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, FL 32308

City/St/Zip

850-222-2785

Phone #

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08 FEB 11 PM 1:16
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TALLAHASSEE, FLORIDA

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

1- MERCANTILE 4, LLC

2-

3-

4-

☒ Walk-in

☐ Pick-up time ASAP

☒ Certified

PLAN of MERGER

☐ Mail-out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS

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

<input 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

Examiner's Initials

ARTICLES OF MERGER

of

MERCANTILE 4, LLC,
a Florida Limited Liability Company

into

RP/SIX DEVELOPMENT, LLC,
a Florida Limited Liability Company

L05000025338

FILED
08 FEB 11 PM 1:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with Section 608.4382 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>
1.	Mercantile 4, LLC 4206 Mercantile Avenue Naples, Florida 34104	Collier County	Limited Liability Corporation

Florida Document/Registration Number: L05000025336 FEI Number: 20-2503022

2.	RP/Six Development, LLC 4051 Gulfshore Boulevard N Apartment 1202 Naples, Florida 34103	Collier County	Limited Liability Corporation
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L05000025363

Florida Document/Registration Number: ~~H05000063212~~ FEI Number: 20-2503817

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

RP/Six Development, LLC 4051 Gulfshore Boulevard N Apartment 1202 Naples, Florida 34103	Collier County	Limited Liability Corporation
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L05000025363

Florida Document/Registration Number: ~~H05000063212~~ FEI Number: 20-2503817

THIRD: The attached Plan of Merger meets the requirements of Section 608.438, Florida Statutes, and was approved by each limited liability company that is a party to the merger in accordance with Chapter 608, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) 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, and/or 608.4384, Florida Statutes.

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 general partner 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 of the filing of these Articles with the Secretary 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:

Mercantile 4, LLC,
A Florida Limited
Liability Company

Signature(s)

Jack Roberts

Typed or printed name of Indiv.

**JACK ROBERTS, Managing
Member**

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 8th day
February 2008, by **JACK ROBERTS, as Managing Member**, on behalf of
MERCANTILE 4, LLC, a Florida Limited Liability Company, who is personally known to me
or who has produced _____ (type of identification) as identification and who
did (did not) take an oath. NOTE: If a type of identification is not inserted in the blank provided,
then the person(s) executing this instrument was personally known to me. If the words in the
parenthetical "did not" are not circled, then the person(s) executing this instrument did take an oath.

My Commission Expires:

Rhonda G. Borden

Signature

Rhonda G. Borden

(Type or print name of Notary)



RHONDA G. BORDEN
MY COMMISSION # DD 383376
EXPIRES: February 21, 2009
Bonded Thru Budget Notary Services

Name of Entity:

Mercantile 4, LLC,
A Florida Limited
Liability Company

Signature(s)

Warren Pierce

Typed or printed name of Indiv.

WARREN PIERCE, Member

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 8th day February 2008, by **WARREN PIERCE, as Member, of MERCANTILE 4, LLC, a Florida Limited Liability Company, who is personally known to me** or who has produced _____ (type of identification) as identification and who did (did not) take an oath. NOTE: If a type of identification is not inserted in the blank provided, then the person(s) executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person(s) executing this instrument did take an oath.

My Commission Expires:

Rhonda G. Borden
Signature Rhonda G. Borden
(Type or print name of Notary)



RHONDA G. BORDEN
MY COMMISSION # DD 383376
EXPIRES: February 21, 2009
Bonded Thru Budget Notary Services

Name of Entity:

RP/SIX DEVELOPMENT, LLC,
A Florida Limited
Liability Company

Signature(s)

[Handwritten Signature]

Typed or printed name of Indiv.

MERCANTILE 4, LLC, a
Florida Limited Liability
Company, Member, by
JACK ROBERTS, its Managing
Member

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 8th day
February 2008, by JACK ROBERTS, as Managing Member, of MERCANTILE 4,
LLC, A Florida Limited Liability Company, Member, who is personally known to me or who
has produced _____ (type of identification) as identification and who did (did
not) take an oath. NOTE: If a type of identification is not inserted in the blank provided, then the
person(s) executing this instrument was personally known to me. If the words in the parenthetical
"did not" are not circled, then the person(s) executing this instrument did take an oath.

My Commission Expires:

[Handwritten Signature]
Signature Rhonda G. Borden
(Type or print name of Notary)



RHONDA G. BORDEN
MY COMMISSION # DD 383376
EXPIRES: February 21, 2009
Bonded Thru Budget Notary Services

PLAN OF MERGER

of

MERCANTILE 4, LLC,
a Florida Limited Liability Company

into

RP/SIX DEVELOPMENT, 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 608.4381, is being submitted in accordance with section 608.438, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>
Mercantile 4, LLC a Florida Limited Liability Company	Collier County
RP/Six Development, LLC a Florida Limited Liability Company	Collier County

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

<u>Name</u>	<u>Jurisdiction</u>
RP/Six Development, LLC a Florida Limited Liability Company	Collier County

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

- A. The term "effective date" shall mean the date on which these Articles of Merger are filed with the Secretary of State.
- B. On the effective date, **MERCANTILE 4, LLC**, (hereinafter "Mercantile") shall be merged with and into **RP/SIX DEVELOPMENT, LLC**, (hereinafter "RP/Six"). The separate existence of Mercantile shall cease at the effective date and the existence of RP/Six 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 both Mercantile and RP/Six in accordance with Section 608.4381, Florida Statutes.
- D. At the effective date, RP/Six shall possess all the rights, privileges, immunities, and franchises of a public and private nature, of Mercantile and shall be responsible and liable for all liabilities and obligations of Mercantile as more particularly set forth in Section 608.4383, Florida Statutes.
- E. There are no minority or dissenting shareholders or members of Mercantile or RP/Six, respectively. All of the members will become members of RP/Six.
- F. If at any time RP/Six shall consider it advisable that any other assignment or assurances are necessary or desirable to vest, effect, confirm, or record in RP/Six the title of any property or rights of Mercantile, or to otherwise carry out the provisions hereof, the manager and/or members of Mercantile, 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 RP/Six.
- G. RP/Six 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 RP/Six 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 RP/Six, this Merger may be terminated at any time before the effective date by resolution of the members of RP/Six. 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 RP/Six or Mercantile or their directors, officers, members, employees or shareholders.

FOURTH:

- A. Each of the existing members of Mercantile will become a member of RP/Six with the same percentage of ownership owned by such Member on the effective date of the Merger.

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:

Name(s) and Address(es)
of General Partner(s)

If General Partner is a Non-Individual
Florida Document/Registration No.

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, the name(s) and address(es) of the manager(s) are as follows:

JACK ROBERTS, whose address is 4051 Gulfshore Boulevard North, Apartment 1202,
Naples, Florida 34103

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

N/A

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

NONE