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JONES FOSTER 561 650 0435

NO. 1298 PaP. 1 of 1

**L05000119652**

Florida Department of State  
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**MERGER OR SHARE EXCHANGE  
RFBG1, LLC**

Certificate of Status	0
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**Certificate of Merger of**  
**Riverside Development Company, LLC**  
**(a Florida limited liability company)**

**and**

**RPBG1, LLC,**  
**(a Florida limited liability company)**

The following Certificate of Merger is being submitted to merge the following limited liability companies in accordance Section 608.4382 of the Florida Limited Liability Company Act:

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Riverside Development Company, LLC 505 South Flagler Drive Suite 1002 West Palm Beach, FL 33401	Florida	Limited Liability Company
Florida Document Number: L06000115005		FEI Number: 205965400
RPBG1, LLC 505 South Flagler Drive Suite 1002 West Palm Beach, FL 33401	Florida	Limited Liability Company
Florida Document Number: L05000119652		FEI Number: 203950381

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

RPBG1, LLC 505 South Flagler Drive Suite 1002 West Palm Beach, FL 33401	Florida	Limited Liability Company
Florida Document Number: L05000119652		FEI Number: 203950381

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Third: The attached Plan of Merger meets the requirements of Section 608.4382, Florida Statutes, and was approved by the domestic limited liability companies that are parties to the merger in accordance with Chapter 608, Florida Statutes.

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

Fifth: The effective date of the merger shall be the date on which this Certificate of Merger is filed with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate of Merger as of the 26 day of January, 2011.

RIVERSIDE DEVELOPMENT COMPANY, LLC,  
A Florida limited liability company

BY A Member:

PISHON 1, LLC

By: 

Glenn E. Straub

Its: Manager

RPBG1, LLC

A Florida limited liability company

BY A Member:

PISHON 1, LLC

By: 

Glenn E. Straub

Its: Manager

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## **PLAN OF MERGER**

**RIVERSIDE DEVELOPMENT COMPANY, LLC**  
a Florida limited liability company

into

**RPBG1, LLC**  
a Florida limited liability company

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The following Plan of Merger is submitted in compliance with Section(s) 608.438 and 608.4381, Florida Statutes:

1. The name and jurisdiction of the Surviving Company is RPBG1, LLC, a Florida limited liability company (the "Surviving Company").
2. The name and jurisdiction of the Merging Company is RIVERSIDE DEVELOPMENT COMPANY, LLC, a Florida corporation (the "Merging Company").
3. The terms and conditions of the merger are as follows:
  - A. The mailing address, the street address, the registered agent, and the address of the registered office of the Surviving Company shall be as appears in the Articles of Organization of the Surviving Company and/or the most recent Uniform Business Report of the Surviving Company as on file with the office of the Department of State of Florida as of the effective date of this agreement (the "Effective Date").
  - B. The Articles of Organization and Operating Agreement, as amended, of the Surviving Company in effect on the Effective Date shall be the Articles of Organization and Operating Agreement of the Surviving Company until they shall be altered, amended or repealed. The Surviving Company is a manager-managed company.
  - C. The name and address of the Manager of the Surviving Company shall be:

**Pishon Partners, LLC**  
**505 South Flagler Drive**  
**Suite 1002**  
**West Palm Beach, FL 33401**
  - D. When this agreement is approved and filed, the separate existence of the Merging Company shall cease, the Merging Company shall be merged into the

Surviving Company, and the Surviving Company shall continue unaffected and unimpaired by the merger and shall possess all of the rights and privileges and shall be subject to all the restrictions, disabilities and duties of each of the constituent entities so merged. The title to any real estate, whether vested by deed or otherwise in the constituent entities under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of the constituent entities shall be preserved unimpaired, and all debts, liabilities and duties of the constituent entities shall then attach to the Surviving Company and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

E. The manner and basis of converting and exchanging percentages of membership interests of the constituent entities shall be as follows:

(1) The members of the Merging Company are the only members of the Surviving Company and their percentage membership interests in the Merging Company are identical with their percentage membership interests in the Surviving Company. On the Effective Date, each member of the Merging Company will continue to own their same percentage membership interests in the Surviving Company, by virtue of the merger and without any action on the part of the member.

(2) Each issued and outstanding percentage of membership interests in the Surviving Company shall continue as the same percentage of membership interests in the Surviving Company.

(3) All percentages of membership interests in the Surviving Company for and into which the Merging Company's percentages of membership interests shall have been merged pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the merged percentages of membership interests.

(4) The Merging Company and the Surviving Company shall each take all appropriate entity action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

(5) Upon the Effective Date, the transfer books of the Merging Company shall be closed and no transfer of membership interests of the Merging Company shall be made or consummated thereafter.

4. At any time before the Effective Date, this Agreement may be terminated and the merger may be abandoned for any reason by the Manager of the constituent companies, notwithstanding the approval of this Agreement by the members of the Merging Company and the Surviving Company.

5. The Surviving Company shall pay all expenses incurred in connection with the transactions contemplated by this agreement.

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STATE OF FLORIDA

6. This agreement is made pursuant to and shall be construed under the laws of the State of Florida.

7. This instrument may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be and constitute an original and one and the same document. A facsimile copy of this instrument and any signatures hereon shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the Merging Company and the Surviving Company, acting through their duly authorized Manager, have signed this Plan of Merger which is effective the date of filing of the Articles of Merger to which this Plan of Merger is attached with the Department of State of the State of Florida (the "Effective Date").

**Surviving Company:**

RPEG1, LLC, a Florida limited liability company

Its Manager:

PISHON PARTNERS, LLC,  
A Florida limited liability company

 By: \_\_\_\_\_

Glenn E. Straub  
Its: Manager

**Merging Company:**

RIVERSIDE DEVELOPMENT  
COMPANY, LLC, a Florida  
limited liability company

Its Manager:

PISHON PARTNERS, LLC,  
A Florida limited liability company

 By: \_\_\_\_\_

Glenn E. Straub  
Its: Manager

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