

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

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H120003060753ABCV

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To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : GREENSPOON MARDER, P.A.  
Account Number : 076064003722  
Phone : (888) 491-1120  
Fax Number : (954) 343-6962

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: chance. @reinvent1ad.com

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12 DEC 31 AM 8:33

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE  
PALERMO YACHT CLUB, LLC**

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
| Page Count            | 07      |
| Estimated Charge      | \$50.00 |

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2012 DEC 31 PM 2:04

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Electronic Filing Menu

Corporate Filing Menu

Help

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Palermo Yacht Club, LLC  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Ellen Gilmore

Contact Person

Greenspoon Marder, P.A.

Firm/Company

100 W Cypress Creek Road, Suite 700

Address

Fort Lauderdale, FL 33309

City, State and Zip Code

chance@reinverlad.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ellen Gilmore

Name of Contact Person

at ( 954 )

Area Code and Daytime Telephone Number

3438963



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

| <u>Name</u>                 | <u>Jurisdiction</u> | <u>Form/Entity Type</u>   |
|-----------------------------|---------------------|---------------------------|
| Palermo Fort Lauderdale LLC | Florida             | limited liability company |
| Palermo Yacht Club, LLC     | Florida             | limited liability company |
|                             |                     |                           |
|                             |                     |                           |

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

| <u>Name</u>             | <u>Jurisdiction</u> | <u>Form/Entity Type</u>   |
|-------------------------|---------------------|---------------------------|
| Palermo Yacht Club, LLC | Florida             | limited liability company |

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

\_\_\_\_\_

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

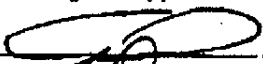
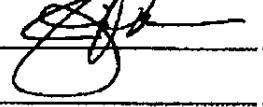
Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

| Name of Entity/Organization: | Signature(s):   | Typed or Printed Name of Individual: |
|------------------------------|---|--------------------------------------|
| Palermo Fort Lauderdale LLC  |  | Chance Gordy                         |
| Palermo Yacht Club, LLC      |  | John Page                            |
|                              |   |                                      |
|                              |   |                                      |

|                                   |   |
|-----------------------------------|---|
| Corporations:                     | Chairman, Vice Chairman, President or Officer<br>(If no directors selected, signature of incorporator.) |
| General partnerships:             | Signature of a general partner or authorized person   |
| Florida Limited Partnerships:     | Signatures of all general partners  |
| Non-Florida Limited Partnerships: | Signature of a general partner  |
| Limited Liability Companies:      | Signature of a member or authorized representative  |

**Fees:**

|                                     |         |
|-------------------------------------|---------|
| For each Limited Liability Company: | \$25.00 |
| For each Corporation:               | \$35.00 |
| For each Limited Partnership:       | \$52.50 |
| For each General Partnership:       | \$25.00 |
| For each Other Business Entity:     | \$25.00 |

**Certified Copy (optional):** \$30.00

### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective the 30 day of December, 2012, by and between Palermo Fort Lauderdale LLC, a Florida limited liability company (hereinafter referred to as the "Merging Company") and Palermo Yacht Club, LLC, a Florida limited liability company (hereinafter referred to as the "Surviving Company"), the sole Member of the Merging Company.

WHEREAS, the Members of the Merging Company and the Surviving Company deem it advisable and generally in the best interests of Merging Company, Surviving Company, and their respective Members that the parties effect a merger (the "Merger") pursuant to the applicable Membership laws, with the Surviving Company being the surviving entity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, It is agreed by and between the parties hereto as follows:

1. Merger. At the Effective Time (as defined in Section 5 hereof), Merging Company will be merged with and into the Surviving Company in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida law as follows:

- (a) Each Percentage Interest of the Merging Company that is outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive fifty percent (50%) of the same Percentage Interest of Membership Interests in the Surviving Company, as the surviving entity. All of the Membership Interest of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) The Membership Interests of the Surviving Company that are outstanding immediately prior to the Effective Time shall remain outstanding after the Effective Time, but shall be diluted, pro rata, by fifty percent (50%).
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a Merging Company Membership Interest, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive fifty percent (50%) of the same Percentage Interest of the Surviving Company as provided in Section (a) above. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the Surviving Company shall issue Membership interests attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the Merging Company's Membership Interest thereby.

2. Effect of Merger. At the Effective time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the Surviving Company and the Surviving Company, a Florida limited liability company, will be the surviving entity pursuant to the terms of the Articles of Merger; (b) the Articles of Organization and the Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each Membership Interest of the Merging Company outstanding immediately prior to the Effective Time shall be converted as above; (d) The Membership Interests of the Surviving Company outstanding immediately prior to the Effective Time shall remain in existence, but be diluted, as provided above; (e) the

Members of the Merging Company receiving the Membership Interests of the Surviving Company as set forth above shall be Members of the Surviving Company as the surviving entity, and the Manager of the Surviving Company immediately prior to the Effective Time shall be the Manager of the Surviving Company as the surviving entity; (f) and the Merger shall have all of the effects provided by applicable law.

3. Filing. The Surviving Company and the Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida.

4. Conduct of the Merging Company and the Surviving Company. Until the Effective Time each of Merging Company and the Surviving Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

5. Effective Time. The merger shall be effective on the later to occur of the following dates (i) ~~October 31~~, 2012, or (ii) upon filing of Certificates of Merger with the Secretary of State of the State of Florida (the "Effective Time").

6. Rights and Liabilities of Merging Company. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and causes of action belonging to Merging Company shall be the property of the Surviving Company as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. Further Assurances. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of Merging Company and the Surviving Company acquired or to be acquired by reason of, or as a result of, the Merger, Merging Company and the Surviving Company agree that such entities and their proper officers and Members shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers and managers of the Surviving Company are fully authorized and directed in the name of the Merging Company and the Surviving Company or otherwise to take any and all such actions.

8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any applicable conflicts of law.

9. Execution. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this 30 day of December, 2012.

Palermo Fort Lauderdale LLC, a Florida limited liability company

By: Real Estate Inverlad Development LLC, a Florida limited liability company, its Manager


By:   
Chance Gordy, Manager

By:   
John Page, Manager

Palermo Yacht Club, LLC, a Florida limited liability company

By: Real Estate Inverlad Development LLC, a Florida limited liability company, its Manager

By:   
Chance Gordy, Manager

By:   
John Page, Manager