

01/31/2012 14:17 FAX 4074231831  
Division of Corporations

DEAN MEAD ORLANDO

001  
Page 1 of 1

Florida Department of State  
Division of Corporations  
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To:

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

From:

Account Name : DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZART  
Account Number : 076077001702  
Phone : (407) 841-1200  
Fax Number : (407) 423-1831

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

Email Address: jeff@johnsgreene.net

**MERGER OR SHARE EXCHANGE**

714 Indian River Avenue S, LLC

Certificate of Status	0
Certified Copy	1
Page Count	10
Estimated Charge	\$133.75

CRD 030992/055286

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EXAMINER

FILED  
12 JAN 31 AM 11:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

01/31/2012 14:17 FAX 4074231831  
850-617-6381

DEAN MEAD ORLANDO  
1/31/2012 8:51:23 AM PAGE

1/001 fax server 002



January 31, 2012

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

714 INDIAN RIVER AVENUE 5, LLC  
PO BOX 6463  
TITUSVILLE, FL 32782-6463

SUBJECT: 714 INDIAN RIVER AVENUE 5, LLC  
REF: L11000075058

→ CORRECTED DOCUMENT ATTACHED.

We have received your document for 714 INDIAN RIVER AVENUE 5, LLC and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date must be specific and cannot be prior to the date of filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6020.

Tammi Cline  
Regulatory Specialist II

FAX Aud. #: H12000023664  
Letter Number: 412A00003111

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12 JAN 31 AM 8:37

TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

**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>
708 Indian River Avenue 1, LLC	Florida	LLC
708 Indian River Avenue 2, LLC	Florida	LLC
710 Indian River Avenue 3, LLC	Florida	LLC
712 Indian River Avenue 4, LLC	Florida	LLC

**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>
714 Indian River Avenue 5, LLC	Florida	LLC

**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.

FILED  
12 JAN 31 AM 11:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**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:  
date of filing \_\_\_\_\_

**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:



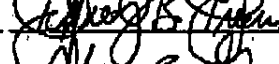
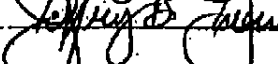
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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:
706 Indian River Avenue 1, LLC		Jeffrey B. Greene
708 Indian River Avenue 2, LLC		Jeffrey B. Greene
710 Indian River Avenue 3, LLC		Jeffrey B. Greene
712 Indian River Avenue 4, LLC		Jeffrey B. Greene

**Corporations:**

Chairman, Vice Chairman, President or Officer  
(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:**

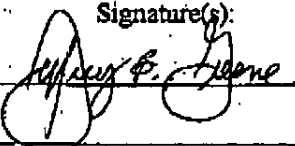
Signature of a member or authorized representative

**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

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.

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

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
714 Indian River Avenue 5, LLC		Jeffrey B. Greene

**Corporations:**

Chairman, Vice Chairman, President or Officer  
(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

<b><u>Fees:</u></b> 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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made and entered into this 25<sup>th</sup> day of January, 2012 but effective the 1<sup>st</sup> day of January, 2012, by and between 706 INDIAN RIVER AVENUE 1, LLC, a Florida limited liability company, 708 INDIAN RIVER AVENUE 2, LLC, a Florida limited liability company, 710 INDIAN RIVER AVENUE 3, LLC, a Florida limited liability company, and 712 INDIAN RIVER AVENUE 4, LLC, a Florida limited liability company (individually, a "Merging LLC", and, collectively, the "Merging LLCs") and 714 INDIAN RIVER AVENUE 5, LLC, a Florida limited liability company, (the "Surviving LLC").

**RECITALS**

WHEREAS, the Members of each Merging LLC have resolved that the Merging LLCs shall be merged, pursuant to Section 608.438 and Sections 608.4381-608.4383 of the Florida Limited Liability Company Act, with and into the Surviving LLC.

WHEREAS, the Members of the Surviving LLC have resolved that the Merging LLCs shall be merged, pursuant to Section 608.438 and Sections 608.4381-608.4383 of the Florida Limited Liability Company Act, with and into the Surviving LLC.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree with the following terms and conditions:

1. **Recitals.** The recitals set forth in the "Whereas" clauses above are true and correct and are hereby incorporated herein by reference.

2. **Merger.** The Members of each Merging LLC and the Members of the Surviving LLC hereby agree that the Merging LLCs, at the Effective Date (as hereinafter defined), shall be merged with and into the Surviving LLC (the "Merger").

3. **Effects of Merger.**

3.1 **Certain Effects of Merger.** On the Effective Date, the separate existence of each Merging LLC shall cease and each Merging LLC shall be merged with and into the Surviving LLC which, as the surviving entity, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and shall be subject to all restrictions, disabilities and duties of each Merging LLC and all and singular, the rights, privileges, powers and franchises of each Merging LLC, and all property, real, personal and mixed, and all debts due to each Merging LLC on whatever account, and all other things in action or belonging to each Merging LLC shall be vested in the Surviving LLC, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of the Surviving LLC as they were of each Merging LLC, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction in each Merging LLC shall not

revert or be in any way impaired; but all rights of creditors and all liens upon any property of each Merging LLC shall be preserved unimpaired, and all debts, liabilities and duties of each Merging LLC shall thenceforth attach to the Surviving LLC and may be enforced against the Surviving LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving LLC. At any time, or from time to time, after the Effective Date, the officers of the Surviving LLC may, in the name of each Merging LLC, execute and deliver all such properties, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving LLC may deem necessary or desirable in order to vest, perfect or confirm in the Surviving LLC title to and possession of all of the Merging LLCs' property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Name of Surviving Entity; Articles of Organization; Operating Agreement.

4.1 Name of Surviving LLC. The name of the Surviving LLC from and after the Effective Date shall be "Indian River Avenue, LLC".

4.2 Amendment to Articles of Organization. The Articles of Organization of the Surviving LLC, as in effect on the date hereof, shall be amended to change the name of the Surviving LLC from and after the Effective Date to Indian River Avenue, LLC, and shall from and after the Effective Date be and continue to be the Articles of Organization of the Surviving LLC, as amended herein, until changed or amended as provided by law.

4.3 Operating Agreement. The Operating Agreement of the Surviving LLC shall be amended to reflect the amended name of the Surviving LLC, as set forth herein, and the Merger, and from and after the Effective Date shall be the Operating Agreement of the Surviving LLC until further amended in accordance with the terms thereof.

5. Status and Conversion of Membership Interests. The manner and basis of converting the membership interests of each Merging LLC into membership interests of the Surviving LLC which the members of the Merging LLCs are to receive in exchange for such membership interests are as follows:

5.1 Membership Interests of Merging LLCs and Surviving LLC. By virtue of the mutual identity of the members of each Merging LLC and the Surviving LLC, and the equal value of each Merging LLC and the Surviving LLC, at the effective date of the Merger all of the membership interests held by the members in each Merging LLC immediately before the effective date, without any action on the part of the holder thereof, shall be extinguished and no membership interests of the Surviving LLC will be issued to the members of the Merging LLCs as a result of the Merger.

6. Miscellaneous.

6.1 Termination. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger by the members of the Merging LLCs or the members of



the Surviving LLC, if members of the Merging LLCs or the members of the Surviving LLC duly adopt a resolution abandoning this Agreement and Plan of Merger.

5.2 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Plan of Merger, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

5.3 Effective Date. The Effective Date of the Merger shall be as of the date of filing of the Articles of Merger with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.

Witnesses:

**MERGING LLCs:**

**706 INDIAN RIVER AVENUE 1, LLC**

By: JEFFREY B. GREENE 2011  
IRREVOCABLE CREDIT TRUST, dated  
June 22, 2011

By: Rachel M. Greene  
Rachel M. Greene, Trustee

Hannah Gray  
Trustee

By: GREENE LIFETIME QTIP TRUST, dated  
June 22, 2011

By: Rachel M. Greene  
Rachel M. Greene, Trustee

Hannah Gray  
Trustee

**708 INDIAN RIVER AVENUE 2, LLC**

By: JEFFREY B. GREENE 2011  
IRREVOCABLE CREDIT TRUST, dated  
June 22, 2011

By: Rachel M. Greene  
Rachel M. Greene, Trustee

Hannah Gray  
Trustee

Hannah Gray  
Not Feels

By: GREENE LIFETIME QTIP TRUST, dated  
June 22, 2011

By: Rachel M. Greene  
Rachel M. Greene, Trustee

710 INDIAN RIVER AVENUE 3, LLC

By: JEFFREY B. GREENE 2011  
IRREVOCABLE CREDIT TRUST, dated  
June 22, 2011

Hannah Gray  
Not Feels

By: Rachel M. Greene  
Rachel M. Greene, Trustee

By: GREENE LIFETIME QTIP TRUST, dated  
June 22, 2011

Hannah Gray  
Not Feels

By: Rachel M. Greene  
Rachel M. Greene, Trustee

712 INDIAN RIVER AVENUE 4, LLC

By: JEFFREY B. GREENE 2011  
IRREVOCABLE CREDIT TRUST, dated  
June 22, 2011

Hannah Gray  
for Trust

By: Rachel M. Greene  
Rachel M. Greene, Trustee

By: GREENE LIFETIME QTIP TRUST, dated  
June 22, 2011

Hannah Gray  
for Trust

By: Rachel M. Greene  
Rachel M. Greene, Trustee

SURVIVING LLC:

714 INDIAN RIVER AVENUE 5, LLC

By: JEFFREY B. GREENE 2011  
IRREVOCABLE CREDIT TRUST, dated  
June 22, 2011

Hannah Gray  
for Trust

By: Rachel M. Greene  
Rachel M. Greene, Trustee

By: GREENE LIFETIME QTIP TRUST, dated  
June 22, 2011

Hannah Gray  
for Trust

By: Rachel M. Greene  
Rachel M. Greene, Trustee