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2013 MAR 12 PM 3:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
4/2/13

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Shore to Shore Title, 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:

Kirsten Wall
(Contact Person)

Aldridge Connors, LLP
(Firm/Company)

3575 Piedmont Center, NE, Suite 500
(Address)

Atlanta, GA 30305
(City, State and Zip Code)

For further information concerning this matter, please call:

Kirsten Wall at (404) 994-7411
(Name of Contact Person) (Area Code and Daytime Telephone Number)

☐ 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



~~EXHIBIT~~
4-13

FILED

2013 MAR 12 PM 3:55

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
Shore to Shore Title, Inc.	Florida	SCorp
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Shore to Shore Title, 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.

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:

Effective Date will be April 1, 2013

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:

N/A

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 entitles 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:

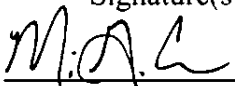
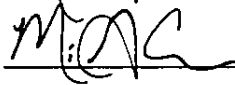
Street address: N/A

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:
Shore to Shore Title, Inc.		Marissa G. Connors
Shore to Shore Title, LLC		Marissa G. Connors

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

<u>Fees:</u>	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

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

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>
Shore to Shore Title, Inc.	Florida	SCorp

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>
Shore to Shore Title, LLC	Florida	LLC

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

See attached Plan of Merger.

(Attach additional sheet if necessary)



FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Plan of Merger.

(Attach additional sheet if necessary)



FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Plan of Merger.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)



**AGREEMENT AND PLAN OF MERGER
OF SHORE TO SHORE TITLE, INC.
(A FLORIDA CORPORATION)
WITH AND INTO
SHORE TO SHORE TITLE, LLC
(A FLORIDA LIMITED LIABILITY COMPANY)**

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is by and between SHORE TO SHORE TITLE, INC., a Florida corporation (the "Merging Corporation"), and SHORE TO SHORE TITLE, LLC, a Florida limited liability company (the "Surviving Company") (the Merging Corporation and the Surviving Company are hereinafter collectively referred to as the "Constituent Companies").

WITNESSETH:

WHEREAS, the Members of the Surviving Company own 100% of the issued and outstanding capital stock of the Merging Corporation (the "Common Stock");

WHEREAS, the Board of Directors of the Merging Corporation have determined that it is advisable and for the benefit of each of the Constituent Companies and the Merging Corporation's shareholders that the Merging Corporation be merged with and into the Surviving Company on the terms and conditions hereinafter set forth, and by resolutions duly adopted, have adopted, the terms and conditions of this Agreement;

WHEREAS, the Board of Directors of the Merging Corporation have directed that the proposed merger be submitted to its shareholders and recommended to such shareholders approval of the terms and conditions hereinafter set forth;

WHEREAS, the shareholders of the Merging Corporation have approved such merger;
and

WHEREAS, the members of the Surviving Company have determined that it is advisable and for the benefit of each of the Constituent Corporations that the Merging Corporation be merged with and into the Surviving Company on terms and conditions hereinafter set forth, and by resolutions duly adopted, have adopted the terms and conditions of this Plan.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms and conditions hereinafter set forth, the parties to this Plan agree that, in accordance with the terms of this Plan and the applicable statutes of the States of Florida, the Constituent Companies shall make appropriate filings with the Secretaries of State of the State of Florida, the Merging Corporation shall be merged with and into the Surviving Company, and the terms and conditions of such merger (the "Merger") and the mode of carrying the Merger into effect shall be as follows:

1. *The Merger and Surviving Company.* At the Effective Time (as hereinafter defined) of the Merger, the Merging Corporation shall be merged with and into the Surviving Company, which shall be the Surviving Company after the Merger and which

shall continue to exist as a limited liability company created and governed by the laws of the State of Florida.

2. *Effective Time of the Merger.* The Merger shall be effective upon filing of articles or a certificate of merger with the Secretary of State of the State of Florida (the "Effective Time").

3. *Effect of Merger.* At the Effective Time, the Merging Corporation shall merge with and into the Surviving Company, and the separate existence of the Merging Corporation shall cease. Without limiting any provisions of applicable law of the State of Florida, including, without limitation, Florida Business Corporation Act Section 607.1108 and the Florida Limited Liability Company Act, at the Effective Time: title to all real estate and other property (including intellectual property) owned by each of the Constituent Companies shall be vested in the Surviving Company without reversion or impairment; the Surviving Company shall have all liabilities of each of the Constituent Companies; any proceeding pending against either of the Constituent Companies may be continued as if the Merger did not occur or the Surviving Company may be substituted in the proceeding for the Merging Corporation; and the shares and other securities of the Merging Corporation that are to be converted into membership interests of the Surviving Company shall be so converted and the former holders of such shares and other securities are to be entitled only to the rights provided in this Plan.

4. *Manner and Basis of Converting Shares and Other Securities.* Upon the Effective Time:

(a) each share of common stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time and (b) the membership interests of each of the members of the Surviving Company outstanding immediately prior to the Effective Time shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted and exchanged into membership interests of the Surviving Company ("Surviving Company Membership Interests"), on a one to one basis, such that each shareholder or member shall own the interests in the Surviving Company, subject to the provisions of Section 4(b) below.

(b) After the Effective Time, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of the Merging Corporation will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the Surviving Company Membership Interests into which the aggregate number of shares of the Merging Corporation previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 4(a) of this Plan.

5. *Articles of Organization.* The Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company, and the name of the Surviving Company shall be Shore to Shore Title, LLC.

6. *Operating Agreement.* The Operating Agreement of the Surviving Company as in effect at the Effective Time shall continue to be the Operating Agreement of the Surviving Company until amended as provided in said Operating Agreement.

7. *Directors and Officers.* The persons who are the members and officers of the Surviving Company as of the Effective Time shall be the members and officers of the Surviving Company until changed in accordance with the Operating Agreement of the Surviving Company and applicable law.

8. *Amendment; Termination and Abandonment.* This Plan may be supplemented or amended in any manner at any time and from time to time prior to the Effective Time by the mutual consent of the Surviving Company and the Merging Corporation without any action by the members of the Surviving Company or the directors of the Merging Corporation; provided that any amendment, modification or supplement to this Plan after its approval by the shareholders of the Merging Corporation but prior to the Effective Time shall require the approval of the shareholders of the Merging Corporation unless the amendment, modification or supplement to this Plan does not alter or change (i) the amount or kind of shares to be received thereunder in exchange for shares of Merging Corporation Common Shares, (ii) any term of the Articles of Organization of the Surviving Company as provided for in this Plan, or (iii) any of the terms and conditions of this Plan in a manner that would adversely affect the holders of Merging Corporation Common Shares. This Plan may be terminated and the Merger abandoned at any time prior to the filing of articles or a certificate of merger with the Secretary of State of the State of Florida by action taken by the respective members of the Surviving Company and the Board of Director of the Merging Corporation.

9. *Further Assurances.* If at any time the Surviving Company shall consider or be advised that any further assignments or assurances or any other things are necessary or desirable to vest in the Surviving Company, in accordance with the terms of this Plan, the title of any property or rights of the Merging Corporation, or otherwise to carry out this Plan or the Merger, the last acting officers and directors of the Merging Corporation or the corresponding officers and members of the Surviving Company shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Company, or otherwise to carry out this Plan or the Merger.

10. *Counterparts.* This Plan may be executed in multiple counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Plan or its terms to produce or account for more than one of such counterparts.

(signature page to follow)

DULY EXECUTED and delivered by a duly authorized officer of each of the Constituent Companies on April 1, 2013.

MERGING CORPORATION:

SHORE TO SHORE TITLE, INC., a Florida corporation

By: _____

Name: Steven B. Greenfield

Title: President/CEO

SURVIVING COMPANY:

SHORE TO SHORE TITLE, LLC, a Florida limited liability company

By its Members:

Steven B. Greenfield

JGA Irrevocable Trust

Leah S. Aldridge, Trustee

Marissa G. Connors