

L210000119422

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

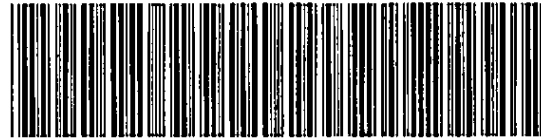
Certified Copies

2

Certificates of Status

Special Instructions to Filing Officer:

Office Use Only



100377460871

12/05/21--01018--030 **110.00

2021-12-06 PM 3:46

cc x
Morgan

DEC 22 2021
ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ROGERS MARKET - 101, 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:

MICHAEL HRIC

Contact Person

MICHAEL HRIC, P.A.

Firm/Company

1800 2ND STREET, SUITE 920

Address

SARASOTA, FLORIDA 34236

City, State and Zip Code

MICHAELHRIC@MICHAELHRICESQ.NET

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

For further information concerning this matter, please call:

MICHAEL HRIC at (941) 954-1359

Name of Contact Person

Area Code

Daytime Telephone Number

☒ Certified copy (optional) \$30.00 ⁽²⁾

STREET ADDRESS:

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

MAILING ADDRESS:

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

MICHAEL HRIC, P.A.

1800 Second Street, Suite 920
Sarasota, Florida 34236

Reply To:
P. O. Box 49823
Sarasota, FL 34230

MICHAEL HRIC
Attorney At Law

Telephone: (941) 954-1359

Fax: (941) 953-2501

December 3, 2021

CERTIFIED RETURN RECEIPT 7015 1520 0000 3164 7776

Department of State
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, Florida 32303

RE: Rogers Market – 101, LLC and 1135 Beneva, LLC
(Each a Florida limited liability company)

Dear Ladies and Gentlemen:


Enclosed please find Articles of Merger prepared in order to merge 1135 Beneva, LLC and Rogers Market – 101, LLC with Rogers Market – 101, LLC being the surviving entity.

Enclosed is our check in the amount of \$110.00 for the per entity cost of \$25.00 and \$60.00 for two (2) certified copies of the enclosed at \$30.00 each.

Your prompt attention to the enclosed will be much appreciated.

If you have any questions, please contact the undersigned on an immediate basis.

Very truly yours,,


Michael Hric, Esq.

Enclosed

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

2021 E-11-5
P.11.146

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Rogers Market - 101, LLC	Florida	limited liability company
1135 Beneva, 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>
Rogers Market - 101, LLC	Florida	limited liability company

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

The Agreement and Plan of Merger attached hereto as Exhibit A is made a part hereof.

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

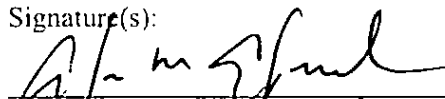
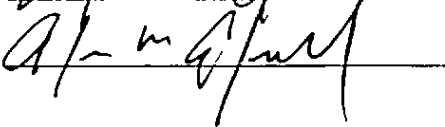
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Rogers Market - 101, LLC

1135 Beneva, LLC

Signature(s):

Typed or Printed

Name of Individual:

Alan M. Elwell

Alan M. Elwell

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:

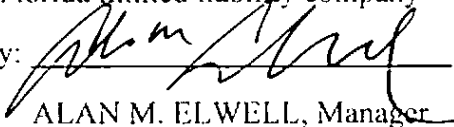
Signature of a general partner

Limited Liability Companies:

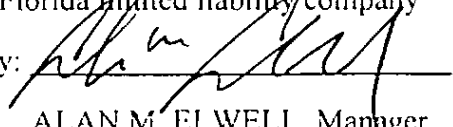
Signature of an authorized person

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

ROGERS MARKET – 101, LLC
a Florida limited liability company

By: 
ALAN M. ELWELL, Manager

1135 BENEVA, LLC
a Florida limited liability company

By: 
ALAN M. ELWELL, Manager

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER made this 24th day of November, 2021, by and between 1135 BENEVA, LLC, a Florida limited liability company, (hereinafter referred to "Beneva") and ROGERS MARKET - 101, LLC, a limited liability company organized under the laws of the State of Florida, (hereinafter referred to as "RM".)

W I T N E S S E T H :

WHEREAS, the Managers of both Beneva and RM, respectively, deem it advisable and generally to the welfare of each limited liability company and ATCO, Inc., a Florida corporation and the sole member of RM and Beneva that Beneva merge into RM and that RM be the surviving entity of this merger with ATCO, Inc. holding all of its outstanding membership interests.

NOW, THEREFORE, in consideration of the premises and mutual agreements, provisions, representations, covenants and other provisions hereinafter contained, it is agreed by and between the parties hereto as follows:

1. **Reorganization.** Beneva shall be and it hereby is merged into RM. Hereinafter, this transaction shall be referred to as the "merger".
2. **Surviving Entity** RM shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate existence of Beneva shall cease on the Effective Date of merger except as may be required to be continued by law or in order to carry out the purposes of this Agreement or windup its separate affairs.
3. **Authorized Capital/Operating Agreement.** The authorized membership interests of RM following the Effective Date shall, as provided in its Articles of Organization or Operating Agreement, continue as reflected in its Articles of Organization or Operating Agreement on the date hereof.
4. **Certificate of Articles.** The purpose, the registered agent, the address of the registered office, the number and identity of Managers and the outstanding membership interests of RM shall remain as appears in its Articles of Organization as on file with the office of the Secretary of State of the State of Florida and its Operating Agreement on the date of this Agreement until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Organization herein upon any member, Manager or Officer (if any) of or upon any other person whomsoever are subject to this reserve power. The terms and provisions of the Articles of Organization and the RM Operating Agreement are incorporated in this Agreement. The Operating Agreement of RM at the effective time of the merger shall be the Operating Agreement of the surviving limited liability company, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

5. **Manner of Conversion.** At the effective time of the merger, and without any action on the part of any holder thereof, each one percent (1%) full share of the Membership Interests of Beneva, shall be converted into and become a Membership Interest in RM. Each fractional share of Membership Interest shall be converted into and become an equivalent fractional share of Membership Interest of RM.

6. **Rights of Members.** On and after the Effective Date of merger, each holder of any certificate or certificates which theretofore represented a Membership Interest of Beneva to have any rights as a Member of Beneva except such as expressly reserved to such persons by statute, and each outstanding certificate which heretofore represented Membership Interest in Beneva shall, for all purposes, represent the requisite number of shares of Membership Interest of RM, as provided in Paragraph 6 above. On and after the Effective Date of merger, any holder of a certificate or certificates which theretofore represented shares of Membership Interest of RM may, but shall not be required to, surrender the same to the Transfer Agent or Manager of RM and shall thereupon be entitled to receive, in exchange therefor, a certificate or certificates representing the requisite Membership Interest of RM into which the shares of Membership Interest of RM theretofore represented by such certificate or certificates shall have been converted as provided in Paragraph 6 above.

7. **Right and Liabilities of Surviving Limited Liability Company.** At and after the effective time of the merger, RM shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each limited liability company; assume and be responsible for all debts due to either of said limited liability company, on whatever account, shall be fully vested in RM as they were of the respective limited liability company; all rights of creditors and all liens upon any property of either said limited liability company shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities and duties of the respective corporations shall thenceforth attach to RM and may be enforced against it to the extent as if such debts, liabilities and duties have been incurred or contracted by it; and RM shall indemnify and hold harmless any Manager or officer of Beneva against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

8. **Further Assurance of Title.** As and when requested by RM or by its successors or assigns, Beneva will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take, or cause to be taken, all such further actions as RM may deem necessary or desirable in order to vest in and confirm to RM title to the possessions of any property of either of said limited liability company acquired by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the Managers or officers, if any, and the officers and Managers of RM are fully authorized in the name of Beneva or otherwise to take any and all such action. As and when requested by the present Members or Managers of RM, Members and Managers in the name of and on behalf of Beneva agree to take such action or execute and delivery such documents or instruments to RM as deemed necessary or appropriate to carry out and effect this Agreement and Plan of Merger.

9. **Approvals.** This agreement has been submitted to the Sole Member of RM and Beneva for their consent and approval in accordance with the Florida Revised Limited Liability Company Act on October 5, 2021 and was approved and adopted by said Member. The fact that

EXHIBIT A

this Agreement has been adopted and approved as above provided shall be certified by the respective corporate secretaries and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida.

10. **Effective Date and Time of Merger.** The merger of Beneva into RM shall become effective upon filing this instrument and any related Certificate and Articles of Merger with appropriate jurisdictions as may be required by law.

11. **Plan of Merger.** This Agreement and Plan of Merger constitutes a Plan or Reorganization to be carried out in the manner, and on the terms, and subject to the conditions set forth herein, and is intended by the parties to qualify as a reorganization described in an contemplated by the Florida Revised Limited Liability Company and the Internal Revenue Code.

12. **Termination.** This Agreement and Plan or Merger may be terminated and abandoned by action of the Managers of RM or Beneva at any time prior to the Effective Date, whether before or after approval by the holders of a majority of the Membership Interests of either party hereto.

13. **Entire Agreement.** This Agreement embodied the entire agreement between the parties hereto. There have been and are not agreements, covenants, representations or warranties between the parties other than those expressly state or expressly proved for in this Agreement.

14. **Successors.** This Agreement shall inure to the benefit of and be binding upon RM and Beneva and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any right or remedy upon or by reason of this Agreement.

15. **Subsidiaries.** Each entity a party hereto represents and warrants to the other that it has no subsidiary of any kind or nature.

16. **Law.** This Agreement and Plan of Merger shall be interpreted in accordance with the laws of the State of Florida without regard to its conflict of law provisions.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by the Board of Directors of its respective Sole Member have caused this Agreement and Plan of Merger to be executed by the Manager of each respective party to this Agreement.

SIGNATURES ON FOLLOWING PAGES

Signed, sealed and delivered
in the present of:

Dorcas C. Kayser
Name Written - (1st Witness)

NORREN E. Kayser
Name Printed - (1st Witness)

[Signature]
Name Written - (2nd Witness)

CAROL M. GUEVES
Name Printed - (2nd Witness)

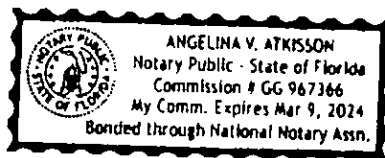
ROGERS MARKET - 101, LLC
a Florida limited liability company

By: *[Signature]*
ALAN M. ELWELL

As: President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 24 day of November, 2021, by
Alan Elwell as President for
who is ☒ personally known to me or
who ☐ has produced _____ as identification.



Angelina V. Attkisson
NOTARY PUBLIC

Name Printed: _____

My Commission Expires: _____

Commission No.: _____

EXHIBIT A

Signed, sealed and delivered
in the present of:

1135 BENEVA, LLC
a Florida limited liability company

Noreen E. Kuiper
Name Written - (1st Witness)

By: Alan M. Elwell
ALAN M. ELWELL

Noreen E. Kuiper
Name Printed - (1st Witness)

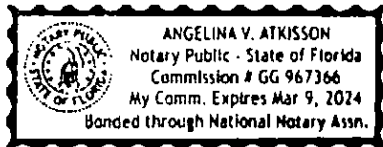
As: Manager

[Signature]
Name Written - (2nd Witness)

Geoffrey M. Given
Name Printed - (2nd Witness)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of [☒ physical presence
or [] online notarization this 24 day of November, 2021, by
Alan Elwell as President for
who is [☒ personally know to me or
who [] has produced _____ as identification.



Angelina V. Atkisson
NOTARY PUBLIC

Name Printed: _____

My Commission Expires: _____

Commission No.: _____