

P041000052177

(Requestor's Name)

(Address)

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PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100318748101

RECEIVED
DEPARTMENT OF STATE
18 SEP 27 PM 3:29

Merger
R. WHITE
OCT 2 - 2018

FILED
2018 SEP 27 AM 7:48
SECRETARY OF STATE
TALLAHASSEE, FL



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 28, 2018

CT CORP
WALK IN
TALLAHASSEE, FL

10/1/18

Corrected: Please allow

SUBJECT: EQUITY ONE (SUNLAKE) INC.
Ref. Number: P04000052177

for original file date.

(GP1800001126)

We have received your document for EQUITY ONE (SUNLAKE) INC. and the authorization to debit your account in the amount of \$60.00. However, the document has not been filed and is being returned for the following:

We cannot find any record of the entity "SUNLAKE-EQUITY JOINT VENTURE" in our database. Please supply supporting evidence such as a Florida document/registration number, evidencing the entity is registered with this office. Or if it is not listed with this office, please indicate which state of domicile that it is registered with.

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) 245-6050.

Rebekah White
Regulatory Specialist II

Letter Number: 818A00020268

RECEIVED
18 OCT -1 PM 3:23
CORPORATION
TALLAHASSEE, FL 32314

RW

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 9/27/2018

Acc#120160000072

W: C DW

Name:	Equity One (Sunlake) Inc.
Document #:	
Order #:	11174314 line 1

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
	Plain: <input checked="" type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ ~~60.00~~

70⁰⁰

Thank you!

FILED

2018 SEP 27 AM 7:54

**SECRETARY OF STATE
TALLAHASSEE, FL.**

**ARTICLES OF MERGER
OF
SUNLAKE-EQUITY JOINT VENTURE,**

a Florida general partnership

WITH AND INTO

EQUITY ONE (SUNLAKE) INC.,

a Florida corporation

The following articles of merger (the "Articles of Merger") are being submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1109, Florida Statutes and the Florida Revised Uniform Partnership Act, pursuant to Section 620.8918, Florida Statutes.

1. The name and jurisdiction of formation of each of the constituent entities to the merger is as follows:

(i) Sunlake-Equity Joint Venture, a Florida general partnership (the "Merging Partnership")

(ii) Equity One (Sunlake) Inc., a Florida corporation (the "Surviving Corporation").

2. An Agreement and Plan of Merger, which is attached hereto as Exhibit A, has been approved, adopted, certified, executed and acknowledged by all of the partners of the Merging Partnership and by the board of directors of the Surviving Corporation on September 24, 2018.

3. Pursuant to Section 607.1103(7) of the Florida Statutes, approval by the shareholders of the Surviving Corporation is not required.

4. The Surviving Corporation shall be the surviving entity in the merger.

5. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation following the merger with no amendments or other changes thereto as a result of the merger.

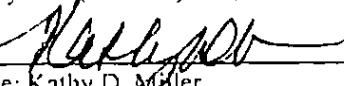
6. The effective time of the merger shall be the date and time of filing of these Articles of Merger.

[Signature Page follows]

2018. IN WITNESS WHEREOF, the undersigned has set her hand as of this 24th day of September

Surviving Corporation


Equity One (Sunlake) Inc., a Florida corporation

By: 
Name: Kathy D. Miller
Title: Senior Vice President

Merging Partnership

Sunlake-Equity Joint Venture, a Florida partnership

By: Equity One (Sunlake) Inc., its general partner

By: 
Name: Kathy D. Miller
Title: Senior Vice President

By: IRT Capital Corporation II, its general partner

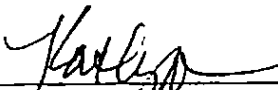
By: 
Name: Kathy D. Miller
Title: Senior Vice President

Exhibit A

Plan of Merger

{Attached}

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), dated as of September 24, 2018, by and between Equity One (Sunlake) Inc., a Florida corporation ("**Sunlake**") and Sunlake-Equity Joint Venture, a Florida partnership (the "**Venture**").

WHEREAS, Sunlake owns sixty percent (60%) of the partnership interests in the Venture;

WHEREAS, the board of directors of Sunlake and all of the partners of the Venture have adopted resolutions approving this Agreement and the transactions contemplated by this Agreement; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Venture, in accordance with Section 620.8917 of the Florida Revised Uniform Partnership Act (the "**Partnership Act**") and Section 607.1108 of the Florida Business Corporation Act (the "**Corporation Act**" and, together with the Partnership Act, collectively the "**Act**"), will merge (the "**Merger**") with and into Sunlake, with Sunlake continuing as the surviving corporation (the "**Surviving Corporation**"); and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 607.1108 and Section 620.8917 of the Act, the Venture shall be merged with and into Sunlake at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of the Venture shall cease, and Sunlake shall continue as the Surviving Corporation. The effects and consequences of the Merger shall be as set forth in this Agreement and the Act.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file articles of merger (the "**Articles of Merger**") in accordance with section 607.1109 of the Act with the Secretary of State of the State of Florida with respect to the Merger. The Merger shall become effective as stated in the Articles of Merger (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the Act. Without limiting the generality of the foregoing, from the Effective Time, (i) all the real property, tangible and intangible property, rights, privileges, immunities, powers and franchises of the Venture shall vest in Sunlake, as the Surviving Corporation, (ii) all debts, liabilities, obligations and duties of the Venture shall become the debts, liabilities, obligations and duties of Sunlake, as the Surviving Corporation and (iii) all of the issued and outstanding partnership interests of the Venture shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and extinguished.

3. Organizational Documents.

(a) The articles of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation as of the Effective Time unless thereafter amended in accordance with the Act.

(b) The bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation as of the Effective Time unless thereafter amended in accordance with the Act.

4. Directors and Officers. The board of directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the board of directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and the bylaws of the Surviving Corporation or as otherwise provided by the Act.

5. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

8. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

9. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

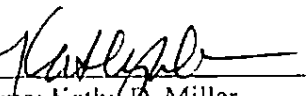
IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the date first above written.

**SUNLAKE-EQUITY JOINT
VENTURE**

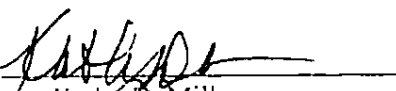
**By: Equity One (Sunlake) Inc.,
its general partner**

By 
Name: Kathy D. Miller
Title: Senior Vice President

**By: IRT Capital Corporation II,
its general partner**

By 
Name: Kathy D. Miller
Title: Senior Vice President

EQUITY ONE (SUNLAKE) INC.

By 
Name: Kathy D. Miller
Title: Senior Vice President

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Equity One (Sunlake) Inc., a Florida corporation

By: 

Name: Kathy D. Miller

Title: Senior Vice President

Merging Partnership

Sunlake-Equity Joint Venture, a Florida partnership

By: Equity One (Sunlake) Inc., its general partner

By: 

Name: Kathy D. Miller

Title: Senior Vice President

By: IRT Capital Corporation II, its general partner

By: 

Name: Kathy D. Miller

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Plan of Merger

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REC'D ENVIRONMENTAL
18 OCT - 1 PM 3:20
TALLAHASSEE, FLORIDA