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12 JUN 11 PM 5:44

GONZALEZ & WERMUTH

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

June 8, 2012

DIVISION OF CORPORATIONS
Registration Section
Clifton Building
2661 W. Executive Center Circle
Tallahassee, Florida 32301

12 JUN 11 PM 3:45

To Whom It May Concern:

Enclosed please find the following documents:

1. Articles of Amendment to Articles of Organization of Mendes Private Fund, LLC and corresponding fees.
2. Articles of Correction for Brickell Global Investment Fund, LLC and its corresponding fees.
3. Articles of Merger of WermuthLaw Holdings, P.C into WermuthLaw, PA and its corresponding fees.
4. Letter requesting Certified Copy of Articles of Merger of MOBO USA GROUP, LLC and its corresponding fees.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Rosario Prado

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: WERMUTHLAW P.A.
Name of Surviving Corporation

12 JUN 11 PM 3:45

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

J. Michael Wermuth

Contact Person

WermuthLaw P.A.

Firm/Company

8750 NW 36 Street, Suite 425

Address

Doral, Florida 33178

City/State and Zip Code

michael@rgmwlaw.com

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

For further information concerning this matter, please call:

J. Michael Wermuth

Name of Contact Person

At (305)

715-7157

Area Code & Daytime Telephone Number



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

ARTICLES OF MERGER OF
WERMUTHLAW HOLDINGS P.A., a Florida corporation
into
WERMUTHLAW P.A., a Florida corporation

12 JUN 11 PM 3:45
RECEIVED
FBI
MILWAUKEE

THESE ARTICLES OF MERGER are submitted by WERMUTHLAW HOLDINGS P.A., a Florida corporation ("**WLHOLDINGS**"), and WERMUTHLAW P.A., a Florida corporation ("**WL**"), in accordance with §607.1109 of the Florida Business Corporation Act (the "**Act**").

Article I Company Information

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

Disappearing Entity:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
WERMUTHLAW HOLDINGS P.A. 8750 N.W. 36th Street, Suite 425 Miami, Florida 33178	Florida	Corporation (for profit)
State File No: P99000097247		

Surviving Entity:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
WERMUTHLAW P.A. 8750 N.W. 36th Street, Suite 425 Miami, Florida 33178	Florida	Corporation (for profit)
State File No: P12000000232		

Article II Approvals

The attached Agreement and Plan of Merger, which is incorporated by reference as if fully set forth herein, was approved by the shareholders and board of directors of WLHOLDINGS and WL on January 3, 2012, in accordance with the applicable provisions of Chapter 607 of the Florida Statutes and any other applicable laws of the State of Florida.

Article III

Effective Date

The merger shall become effective onn the date the Articles of Merger are filed with the Florida Department of State.

WERMUTHLAW HOLDINGS P.A.

By: 

Name: J. Michael Wermuth

Title: President/Director

WERMUTHLAW P.A.

By: 

Name: J. Michael Wermuth

Title: President/Director

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") are made effective as of January 3, 2012, by and between WERMUTHLAW HOLDINGS P.A., a Florida corporation (the "**Disappearing Entity**") and WERMUTHLAW P.A., a Florida corporation (the "**Surviving Entity**") (the Disappearing Entity and Surviving Entity are sometimes referred to herein collectively as the "**Constituent Entities**") in accordance with § 607.1101, et seq. of the Florida Business Corporation Act.

WHEREAS, the Constituent Entities are business entities which desire to enter into this Agreement and Plan of Merger governing the merger of the Disappearing Entity into the Surviving Entity and intend that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code; and

WHEREAS, this Agreement and Plan of Merger is submitted in compliance with Florida Statute § 607.1101, et seq.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I. SURVIVING ENTITY

The exact name and jurisdiction of the Surviving Entity is as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
WERMUTHLAW P.A. 8750 N.W. 36th Street, Suite 425 Miami, Florida 33178	Florida	Corporation (for profit)

State File No: P12000000232

ARTICLE II. DISAPPEARING ENTITY

The exact name and jurisdiction of the Disappearing Entity is as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
WERMUTHLAW HOLDINGS P.A. 8750 N.W. 36th Street, Suite 425 Miami, Florida 33178	Florida	Corporation (for profit)

State File No: P990000097247

ARTICLE III. TERMS AND CONDITIONS OF THE MERGER.

Section 3.1 Merger. The Disappearing Entity will merge with and into Surviving Entity in accordance with the laws of the State of Florida and this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into Surviving Entity. The existence of Surviving Entity shall remain unimpaired as the surviving entity following the merger.

Section 3.2 Effective Date. The merger shall be effective as of January 3, 2012 (the "**Effective Date**"), unless otherwise provided by the laws of the State of Florida.

Section 3.3 Articles of Incorporation. The articles of incorporation of Surviving Entity shall be the articles of incorporation of Surviving Entity existing immediately prior to the Effective Date.

Section 3.4 Future Operations. The parties presently intend that after the Effective Date the business presently conducted by the Disappearing Entity shall continue in substantially its present form as the business of the Surviving Entity.

Section 3.5 Board of Directors. John Michael Wermuth shall serve as the director of the Surviving Entity until his successor is elected and qualified at the next meeting of the shareholders of Surviving Entity.

Section 3.6 Merger of Interests and Assumption of Liabilities. At the Effective Date, the Constituent Entities shall be deemed merged as provided by the laws of the State of Florida. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of the Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving Entity without further act or deed; and Surviving Entity shall thenceforth be liable for all debts, liabilities, obligations, and duties of the Constituent Entities, and all such debts, liabilities, obligations, and duties shall thenceforth attach to Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities, obligations, and duties had been incurred or contracted by Surviving Entity. When requested by Surviving Entity, the Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving Entity to be necessary in order to vest Surviving Entity with title to and possession of all rights and property of the Disappearing Entity.

Section 3.7 Representations and Warranties. The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

(a) Disappearing Entity and Surviving Entity are each organized and in good standing under the laws of the State of Florida; and

(b) The execution of this Agreement by the Disappearing Entity and Surviving Entity and the performance of the transactions contemplated by this Agreement have been approved by their shareholders and board of directors. On proper approval by their shareholders and board of directors, no further action is necessary under Florida law to make this Agreement valid and binding upon the parties.

ARTICLE IV. MANNER OF CONVERTING INTERESTS.

The manner and basis of converting the ownership interests of the Disappearing Entity into ownership interests, obligations, or other securities of the Surviving Entity or any other entity, or in whole or in part into cash or other property and the manner and basis of converting rights to acquire ownership interests, obligations, or other securities of the Surviving Entity or any other entity or, in whole or in part, cash or other property are as follows:

Section 4.1 Disappearing Entity. Each share of Disappearing Entity issued and outstanding immediately prior to the Effective Date will be canceled and extinguished and automatically converted into the right to receive one (1) validly issued, fully paid and non-assessable share of Surviving Entity.

Section 4.2 Surviving Entity. All shares of the Surviving Entity issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding and unaffected by this merger as of the Effective Date.

ARTICLE V WAIVERS.

Each party may, by written instrument, (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement may be made orally or through course of dealing, nor shall any waiver be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided in such written waiver.

ARTICLE VI. EXPENSES.

Each of the Constituent Entities will pay their respective costs and expenses of their performance of and compliance with all agreements and conditions contained in this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

ARTICLE VII. COUNTERPARTS.

For the convenience of the parties and to facilitate the filing and recording of this Agreement, it may be executed and delivered in hardcopy or electronically and in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ARTICLE VIII. ENTIRE AGREEMENT.

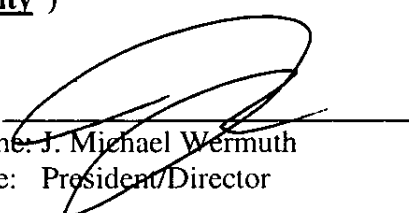
This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

ARTICLE IX. THIRD PARTIES.

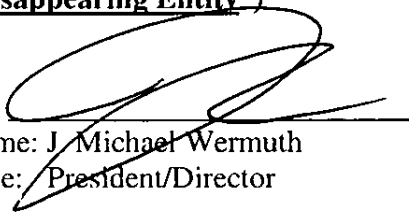
Nothing expressed or implied in this Agreement shall be construed to confer upon any person, firm, or entity, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement to be effective as of the day and year first above written.

WERMUTHLAW P.A. (the "**Surviving Entity**")

By: 
Name: J. Michael Wermuth
Title: President/Director

WERMUTHLAW HOLDINGS P.A. (the "**Disappearing Entity**")

By: 
Name: J. Michael Wermuth
Title: President/Director