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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

B. KOHR
DEC 31 2007
EXAMINER

FILED
07 DEC 31 PM 3:30
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Sonotek Research
Requester's Name

Address

Phone #

City/State/Zip

07 DEC -
SECRETARY
TALLAHASSEE, FL

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. ANTL Holdings LLC
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Or
- ☐ Change of Registered /
- ☐ Dissolution/Withdraw
- ☒ Merger

REGISTRATION/OT

- ☐ Foreign
- ☐ Limited Partner
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

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

FILED
07 DEC 31 PM 3:30
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>
Merrygro.com Holdings, LLC	Florida	LLC
L05000081595		

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>
ANJL Holdings, 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:

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 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:

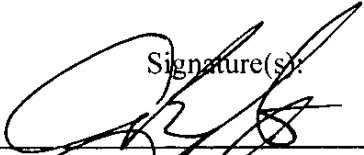
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

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:
ANJL Holdings, LLC		Andre Raab
Merrygro.com Holdings, LLC		Andre Raab

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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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated this 28th day of December, 2007 made by and between ANJL HOLDINGS, LLC, a Florida limited liability company (hereinafter referred to as "Surviving Company"), and MERRYGRO.COM HOLDINGS, LLC, a Florida limited liability company (hereinafter referred to as the "Merged Company").

WITNESSETH:

WHEREAS, the Members of each of the parties hereto deem it advisable and generally to the welfare of said parties and their respective members that Merged Company should be merged into Surviving Company, and that Surviving Company merge the Merged Company into itself, as authorized by the Statutes of the State of Florida, under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, Merged Company, by its Articles of Organization filed in the office of the Secretary of State of Florida on August 17, 2005, has an authorized total number of membership units issued by the corporation shall be 100 units having a par value of \$1.00 per unit.

WHEREAS, Surviving Company, by its Articles of Organization filed in the office of the Secretary of State of Florida on August 23, 2004, has an authorized total number of membership units issued by the corporation shall be 100 units having a par value of \$1.00 per unit.

NOW, THEREFORE, the parties to this Agreement, by and between themselves and their respective members, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do hereby agree each with the other that the Merged Company shall merge itself into Surviving Company and that Surviving Company shall merge the Merged Company into itself pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribed the terms and conditions of said merger and the mode of carrying the same into effect as follows:

ARTICLE I

Merged Company shall be and is hereby merged into Surviving Company, and Surviving Company shall and it does hereby merge the Merged Company into itself. Surviving Company shall be the Surviving Company and shall be governed by the laws of the State of Florida, which state shall be its domicile.

As of the effective date of the merger, the Articles of Organization of Surviving Company shall serve as the Articles of Organization of the Surviving Company, until altered or amended as therein provided and as provided by law.

As of the effective date of the Merger, the members and Manager shall be the members and

Manager of the Surviving Company to wit: Andre Raab, 34135 Cardinal Lane, Eustis, FL 32736.

ARTICLE II

Every membership unit of Merged Company outstanding on the merger date shall, by virtue of the merger and without further action on the part of the holder, become one (1) Subsequent Issue membership interest of the membership interest of the Surviving Company. As soon as practical after the merger date, each holder of a certificate or certificates representing outstanding membership units of Merged Company shall be entitled, upon surrender of such certificate or certificates, to receive in exchange therefor a certificate or certificates representing the aggregate number of whole Subsequent Issue membership units of the Surviving Company into which the membership units of Merged Company theretofore represented by such certificate or certificates shall have been converted pursuant to this Article.

ARTICLE III

The terms and conditions of this merger and the mode of carrying it into effect are as follows:

(a) Until altered, amended or repealed as therein provided, the Operating Agreement of Surviving Company as it shall exist on the effective date of this Agreement shall be the Operating Agreement of the Surviving Company.

(b) The first annual meeting of the Members of the Surviving Company to be held after the date when this merger becomes effective shall be the annual meeting provided or to be provided by the Operating Agreement thereof.

(c) The first regular meeting of the members of the Surviving Company to be held after the date when this merger becomes effective may be called or may convene in the manner provided in the Operating Agreement of the Surviving Company and may be held at the time and place specified in the notice of meeting.

(d) The Surviving Company shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger.

(e) Neither of the parties hereto shall issue or sell, or issue rights to subscribe to, any membership units or shall declare any dividends or distributions prior to the effective date of the merger.

(f) Neither of the parties hereto shall incur, prior to the effective date of the merger, any obligations not within the express contemplation of this Agreement, whether by contract or otherwise, except pursuant to existing agreements and arrangements and except in the ordinary course of business, nor dispose of any material portion of its business or property.

(g) Upon the date when this merger shall become effective the separate existence of Merged Company shall cease and Merged Company shall be merged into Surviving Company in

accordance with the provisions of this Agreement. Surviving Company shall possess all the rights, privileges and powers of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the parties to this Agreement, and all and singular, the rights, privileges, powers and franchises of each of the parties, and all property, real, personal and mixed, and all debts due to each of said parties shall be vested in the Surviving Company; and all property, rights, and privileges and powers, and all and every other interest, shall be thereafter as effectually the property of the Surviving Company as they were of the respective constituent parties, and the title to any real estate, whether by deed or otherwise, vested in any of the said parties hereto, shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of any of said parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of Merged Company shall thenceforth attach to the said Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

(h) If at any time the Surviving Company shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said parties, according to the terms hereof, the title to any property or rights of Merged Company, the proper officers and directors of Merged Company shall and will execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in the Surviving Company, and otherwise to carry out the purposes of this Agreement of Merger.

ARTICLE IV

The Surviving Company shall have the right to amend, alter, change or repeal any provisions contained in this Agreement which may be contained in the Articles of Organization of a company organized under the laws of the State of Florida in the manner now and hereafter prescribed by said laws, and all rights conferred upon members herein are granted subject to this reservation.

ARTICLE V

(a) Upon the approval of this Agreement and the merger contemplated herein by the members of the constituent companies in accordance with the laws of the State of Florida, an original of this Agreement shall be filed with the Secretary of State of the State of Florida.

(b) Upon the approval of this Agreement by the Secretary of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida, this merger shall be effective on December 31, 2007.

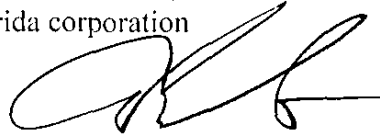
ARTICLE VI

In order to facilitate the filing and recording of this Agreement, the same may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to authority duly given by its respective members and Manager, have caused this Agreement to be executed by duly authorized officers and their respective corporate seals affixed hereto.

“SURVIVING COMPANY”

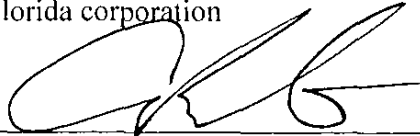
ANJL HOLDINGS, LLC
a Florida corporation



Name: Andre Raab
As Its: Manager and sole member

“MERGED COMPANY”

MERRYGRO.COM HOLDINGS, LLC
a Florida corporation



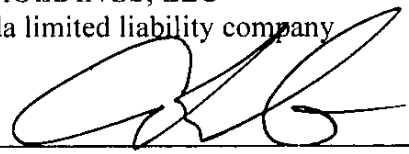
Name: Andre Raab
As Its: Manager and sole member

**CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER BY THE
MEMBERS AND MANAGERS OF
ANJL HOLDINGS, LLC**

I, ANDRE RAAB, Manager and sole member of ANJL HOLDINGS, LLC, a Florida limited liability company, existing under the laws of the State of Florida, hereby certify, as such Manager and under the seal of said company, that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said company by duly authorized officer thereof and after having been signed by at least a duly authorized member of MERRYGRO.COM HOLDINGS, LLC, a Florida limited liability company existing under the laws of the State of Florida, and after the approval by resolution of such Agreement of Merger by the members and Manager of this company, was duly submitted to the members and Manager of this company, in accordance with the laws of the State of Florida; that by Action by Written Consent Without a Meeting the holders of all of the outstanding membership units of the company voted in favor of said Agreement of Merger; and that the Agreement of Merger was duly adopted as the act of the members and Manager of ANJL HOLDINGS, LLC, and as the act of said company.

WITNESS my hand and the seal of ANJL HOLDINGS, LLC, this 28 day of December 2007.

ANJL HOLDINGS, LLC
a Florida limited liability company

By: 
Name: ANDRE RAAB
As Its: Manager and sole member

**CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER BY THE
MEMBERS AND MANAGERS OF
MERRYGRO.COM HOLDINGS, LLC**

I, Andre Raab, Manager and sole member of MERRYGRO.COM HOLDINGS, LLC, a Florida limited liability company existing under the laws of the State of Florida, hereby certify, as such Manger and sole member and under the seal of said company, that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said company by duly authorized officer thereof and after having been signed by at least a duly authorized Manager and members of ANJL HOLDINGS, LLC, a Florida limited liability company existing under the laws of the State of Florida, and after the approval by resolution of such Agreement of Merger by the Manager and members of this company, was duly submitted to the Manager and members of this company, in accordance with the laws of the State of Florida; that by Action by Written Consent Without a Meeting the holders of all of the outstanding membership units of the company voted in favor of said Agreement of Merger; and that the Agreement of Merger was duly adopted as the act of the Manager and members of MERRYGRO.COM HOLDINGS, LLC, and as the act of said company.

WITNESS my hand and the seal of MERRYGRO.COM HOLDINGS, LLC, this 28 day of

December, 2007.

MERRYGRO.COM HOLDINGS, LLC
a Florida limited liability company

By: _____

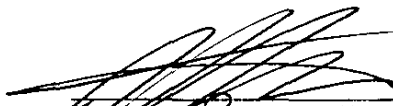
Name: Andre Raab

As Its: Manager and sole member

EXECUTION BY CORPORATE OFFICERS

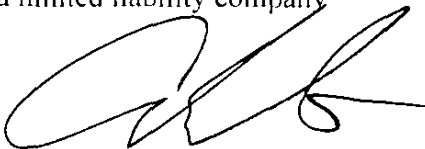
The foregoing Agreement of Merger having been executed by a unanimous vote of the members of MERRYGRO.COM HOLDINGS, LLC and the Manager and members of ANJL HOLDINGS, LLC, each party hereto and having been adopted separately by the Manager and members of ANJL HOLDINGS, LLC and Manager and members of MERRYGRO.COM HOLDINGS, LLC in accordance with the laws of the State of Florida, and that fact having been certified by the managers and members of each party hereto, the managers and members of each party to said Agreement of Merger do now and hereby execute the said Agreement under the seals of their respective companies, by authority of their respective managers and members, as the respective act, deed and agreement of each of the companies on this 20 day of December, 2007.

ATTEST:

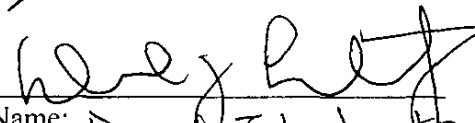

Name: Peter A. Hilera


Name: David J. Labovitz

ANJL HOLDINGS, LLC
a Florida limited liability company

By: 
Name: ANDRE RAAB
As Its: Manager and sole member


Name: Peter A. Hilera


Name: David J. Labovitz

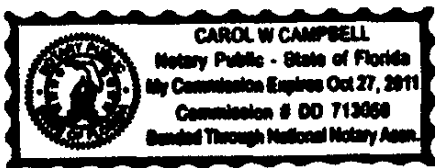
MERRYGRO.COM HOLDINGS, LLC,
a Florida limited liability company

By: 
Name: ANDRE RAAB
As Its: Manager and sole member

STATE OF FLORIDA
COUNTY OF ORANGE

On this 28 day of Dec, 2007, before me the undersigned, a Notary Public in and for the State of Florida, personally appeared Andre Raab, known to be the Manager and Sole member of ANJL HOLDINGS, LLC, a Florida limited liability company existing under the laws of the State of Florida, and acknowledged to me that he has executed the foregoing instrument in his capacity as an officer of said company as the free act, deed and agreement of said company.

IN WITNESS WHEREOF, I have set my hand and seal of office the day and year aforesaid.



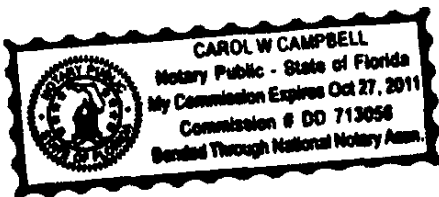

Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

On this 28 day of Dec, 2007, before me the undersigned, a Notary Public in and for the State of Florida, personally appeared Andre Raab, known to be the Manager and sole member of MERRYGRO.COM HOLDINGS, LLC, a Florida limited liability company existing under the laws of the State of Florida, and acknowledged to me that he has executed the foregoing instrument in his capacity as an officer of said company as the free act, deed and agreement of said company.

IN WITNESS WHEREOF, I have set my hand and seal of office the day and year aforesaid.




Notary Public

My Commission Expires: