

A 18000000 242

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SECRETARY OF STATE
TALLAHASSEE, FL

2018 JUL 26 AM 8:57

FILED

DC
07/26/18

LLP
Mergers
07/27/18
DC



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 25, 2018

DONALD R. TESCHER/ TESCHER & ASSOCIATES, P.A.
925 S. FEDERAL HWY STE 500
WELLS FARGO PLAZA
BOCA RATON, FL 33432

SUBJECT: TRESS INVESTMENTS, LLLP
Ref. Number: A18000000242

We have received your document for TRESS INVESTMENTS, LLLP and your check(s) totaling \$102.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Entities may file using only the entity's name. Please delete any reference to the "doing business as name" in your document. If you wish to register your fictitious name, you may do so by filing an application and submitting the appropriate fees to this office.

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.

Darlene Connell
Regulatory Specialist II Supervisor

Letter Number: 218A00014119

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Tress Investments, LLLP

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Donald R. Tescher, Esq

Contact Person

Tescher & Associates, P.A.

Firm/Company

325 S. Federal Highway, Suite 500

Address

Boca Raton, FL 33432

City, State and Zip Code

rruss22 @gmail.com

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

For further information concerning this matter, please call:

Donald R. Tescher

Name of Contact Person

at (561) 997-7008

Area Code and Daytime Telephone Number

☐ Certified copy (optional) \$52.50

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

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2018 JUL 26 AM 8:57

SECRETARY OF STATE
TALLAHASSEE, FL

**Certificate of Merger
For
Florida Partnership**

The following Certificate of Merger is submitted in accordance with s. 620.8918, 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>
Tress Limited Partnership	Nevada	Partnership
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Tress Investments, LLLP	Florida	Partnership

THIRD: The date the merger is effective under the governing laws of the surviving party is: _____.

(NOTE: If survivor is a Florida partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida partnership, effective date shall be as provided in the governing law of the surviving party.)

FOURTH: The merger was approved by each party as required by its governing law.

FIFTH: If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.8919(2), F.S., are as follows:

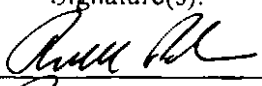
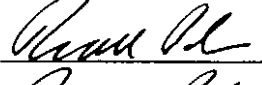
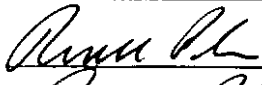
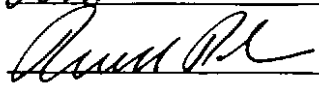
Street address:

Mailing address:

SIXTH: Other provisions, if any, relating to the merger:

SEVENTH: Signature(s) for Each Party:

(Merger must be signed by all general partners of each partnership and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Tress Holdings, Inc		Russell Polen
Tress Holdings, Inc.		Russell Polen
Tress Limited Partnership		Russell Polen
Tress Investments, LLLP		Russell Polen

Fees: Filing Fees: \$25.00 Per Party
Certified Copy: \$52.50 (Optional)
Certificate of Status: \$8.75 (Optional)

EXHIBIT "A"

PLAN OF MERGER

This Plan of Merger is made and entered by and between the following Partnerships (hereinafter collectively referred to as the "Constituent Partnerships"):

Tress Investments, LLLP a Florida limited liability limited partnership (the "Surviving Partnership"); and

Tress Limited Partnership, a Nevada limited partnership (the "Merged Partnership").

BACKGROUND

The General Partners of the Constituent Partnerships have established that it is advisable for the general welfare and advantage of the Constituent Partnerships that they merge into a single partnership which shall not be a new partnership, but shall be the Surviving Partnership, whose existence as a partnership under the laws of the State of Florida shall not be affected in any manner by reason of the merger.

NOW, THEREFORE, the terms and conditions of said merger are as follows:

1. This Merger shall become effective as of _____ or the date the Plan of Merger is Filed (the "Effective Date").
2. The names of the Partnerships that are parties to the Merger are as follows:
 - (a) Tress Investments, LLLP a Florida limited liability limited partnership
 - (b) Tress Limited Partnership, a Nevada limited partnership
3. The surviving partnership shall be Tress Investments, LLLP a Florida limited liability limited partnership.
4. To become effective, this Plan shall be approved by the General Partner of Tress Investments, LLLP and the General Partner of Tress Limited Partnership.
5. The Certificate of the Surviving Partnership in effect at the time the Merger becomes effective shall be and remain the Certificate of the Surviving Partnership until the same is altered, amended, or repealed.
6. The Merger will not effect any change in the Agreement of Partnership of the Surviving Partnership.

8. The General Partner of the Surviving Partnership on the Effective Date shall be and remain the General Partner of the Surviving Partnership.

10. Subject to the Articles of Merger and in accordance with Section 620.2108 of the Florida Statutes and Section 92A.190 of the NRS, the separate existence of the Merged Partnership on the Effective Date shall cease and the Surviving Partnership shall have all its rights, privileges, immunities and powers, and shall be subject to all of the duties and liabilities of a partnership organized under the laws of the State of Florida.

11. Upon the Merger becoming effective, the Surviving Partnership shall possess all the rights, privileges, immunities and franchises of a public as well as a private nature of each of the Constituent Partnerships; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choices in actions, and all and every other interest of or belonging to, or due to each of the Constituent Partnerships, shall be taken and deemed to be transferred to and vested in the Surviving Partnership without further act or deed; the title to any real estate or any interest therein vested in any of the Constituent Partnerships shall not revert or be in any way impaired by reason of this Merger.

12. The Surviving Partnership shall, after the effective date of the Merger, henceforth be responsible and liable for all the liabilities and obligations of the Merged Partnership; and, any claim existing or action or proceeding pending by or against the Merged Partnership may be prosecuted as if this Merger had not taken place, or the Surviving Partnership may be substituted in the place of the Merged Partnership. Neither the rights of creditors nor any liens upon the property of any of the Constituent Partnerships shall be impaired by this Merger.

13. On the Effective Date, each limited partnership interest in Tress Limited Partnership shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive an equivalent limited partnership interest in Tress Investments, LLLP dba Tress, LLLP.

Tress Limited Partnership

General Partner:

TRESS HOLDINGS, INC.,
a Nevada Corporation

By: 
RUSSELL POLEN, Director, President and
Secretary

By: 
TARA POLEN, Director and Treasurer

Tress Investments, LLLP

General Partner:

TRESS HOLDINGS, INC.,
a Florida Corporation

By: 
RUSSELL POLEN, Director, President and
Secretary

By: 
TARA POLEN, Director and Treasurer