

L01000007687

Ed Tribble
Florida Information Associates, Inc.

Requester's Name

P.O. Box 11144

Address

Tallahassee, FL 32302-3144

City/State/Zip

Phone #

(850) 878-0188

Office Use Only

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

1. SAINT CARREUC INVESTMENTS LLC

(Corporation Name)

(Document #)

2.

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

☒ Walk in

☐ Pick up time

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS

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

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☒ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Examiner's Initials

APPROVED
AND
FILED

01 MAY 15 AM 8:17

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

01 MAY 15 PM 2:44

DIVISION OF CORPORATIONS

700004218387-4
-05/15/01-01001-005
*****30.00 *****90.00

ARTICLES OF MERGER
Merger Sheet

MERGING:

SAINT CARREUC INVESTMENTS, INC., A FLORIDA ENTITY, P97000080737

INTO

SAINT CARREUC INVESTMENTS LLC, a Florida entity, L01000007687

File date: May 15, 2001

Corporate Specialist: Trevor Brumbley

ARTICLES OF MERGER

OF

SAINT CARREUC INVESTMENTS LLC AND SAINT CARREUC INVESTMENTS, INC.

PURSUANT TO the provisions of Section 607.1109 and Section 608.4382 of the Florida Statutes, the undersigned hereby certify that:

FIRST: That a Plan of Merger has been entered into as of the 14th day of May, 2001, by and among SAINT CARREUC INVESTMENTS, INC. and SAINT CARREUC INVESTMENTS LLC ("Plan of Merger").

SECOND: That the name and state of each of the constituent corporations is SAINT CARREUC INVESTMENTS LLC, a Florida limited liability company, and SAINT CARREUC INVESTMENTS, INC., a Florida corporation. The Plan of Merger provides for the merger of SAINT CARREUC INVESTMENTS, INC. into SAINT CARREUC INVESTMENTS LLC.

THIRD: That the name of the surviving corporation is SAINT CARREUC INVESTMENTS LLC.

FOURTH: That the Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Board of Directors and Shareholders of SAINT CARREUC INVESTMENTS, INC. on this 14th day of May, 2001 and by the Manager and Members of SAINT CARREUC INVESTMENTS LLC on this 14th day of May, 2001.

FIFTH: After the effective date of the merger, the Articles of Organization of the surviving entity shall be identical to the surviving entity's Articles of Organization prior to the merger.

APPROVED
AND
FILED

61 MAY 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SIXTH: That the Plan of Merger is on file at the principal place of business of SAINT CARREUC INVESTMENTS, INC, the surviving entity, the address of which is 1535 Three Village Road, Fort Lauderdale, FL 33326.

SEVENTH: That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

EIGHTH: The authorized capital stock of SAINT CARREUC INVESTMENTS, INC. is 100 common shares, at \$1.00 par value. Each unit in SAINT CARREUC INVESTMENTS LLC ("Unit") represents ownership interest in SAINT CARREUC INVESTMENTS LLC. Each share of common stock of SAINT CARREUC INVESTMENTS, INC. issued and outstanding immediately prior to the effective date of the merger, by reason of the Merger, shall be converted into and become one Unit of SAINT CARREUC INVESTMENTS LLC, the surviving entity, upon the effective date of the merger, and each certificate representing outstanding shares of the common stock of SAINT CARREUC INVESTMENTS, INC. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the surviving corporation.

NINTH: That the merger of SAINT CARREUC INVESTMENTS, INC. into SAINT CARREUC INVESTMENTS LLC shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Plan of Merger.

APPROVED
AND
FILED
CLERK 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 14th day of May, 2001.

SAINT CARREUC INVESTMENTS LLC,
a Florida limited liability company

By: 

Loic Feillet, Manager

SAINT CARREUC INVESTMENTS, INC.,
a Florida corporation

By: 

Loic Feillet, President

APPROVED
AND
FILED

01/17/15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

W:\CLIENTS\Balofe Inc\St. Carreuc\Articles of Merger.doc

PLAN OF MERGER

BETWEEN

SAINT CARREUC INVESTMENTS LLC AND SAINT CARREUC INVESTMENTS, INC.

THIS PLAN OF MERGER ("Plan") is entered into this 14th day of May, 2001 between SAINT CARREUC INVESTMENTS LLC, a Florida limited liability company ("LLC") and SAINT CARREUC INVESTMENTS, INC. , a Florida corporation ("INC.").

WITNESSETH

WHEREAS, the Board of Directors of INC. and the Manager of LLC deem it desirable and in the best business interests of INC. and its stockholders and LLC and its members that INC. be merged into LLC upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, INC. shall be merged into LLC, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached

APPROVED
AND
FILED

CLINTON 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be directors of INC. shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

Section 4. Regulations. The Regulations of LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Regulations of the Surviving Entity after the Effective Date.

Section 5. Articles of Organization of LLC. The Articles of Organization of LLC, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

Section 6. Manager. The Manager of LLC immediately prior to the Effective Date shall constitute the manager of the Surviving Entity after the Effective Date until his or her successor shall have been elected and qualified as provided in the Regulations of the Surviving Entity and in this Plan.

APPROVED
AND
FILED
CL MAY 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 2

Cancellation of Shares at the Effective Date

Each share of common stock of INC. issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

a) INC. and LLC shall become a single entity of which LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be SAINT CARREUC INVESTMENTS LLC.

(b) The separate existence of INC. shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of INC. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to INC. shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in INC. shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of INC. The Merger shall impair neither the rights of creditors nor any liens upon the property of INC.

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of INC. is 100 common shares, at \$1.00 par value. Each unit in LLC ("Unit") represents ownership interest in LLC. Each share of common stock of INC. issued and outstanding immediately prior to

APPROVED
AND
FILED

01 MAY 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one Unit of LLC, the Surviving Entity, upon the effective date of the Merger, and each certificate representing outstanding shares of the common stock of INC. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the Surviving Entity.

ARTICLE 4

Representations and Warranties of SAINT CARREUC INVESTMENTS, INC.

INC. represents and warrants to LLC as follows:

Due Incorporation, Etc. INC. is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to LLC.

ARTICLE 5

Representations and Warranties of SAINT CARREUC INVESTMENTS LLC

LLC represents and warrants to INC. as follows:

Due Incorporation, Etc. LLC is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to INC.

APPROVED
AND
FILED
01 MAY 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

ARTICLE 7

Manager

Pursuant to Section 608.438(3)(e) of the Florida Statutes, the name and business address of the Managers of SAINT CARREUC INVESTMENTS LLC is as follows:

Loic Feillet
1535 Three Village Road
Ft. Lauderdale, FL 33326

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Polansky, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

APPROVED
AND
FILED
JUL 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with INC. and LLC, either party may terminate this Plan hereto.

Section 5. Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6. Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

Section 7. Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

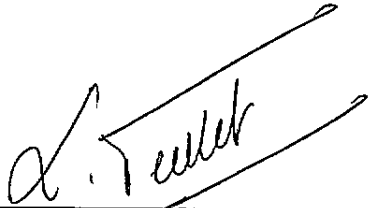
(Remainder of Page Left Intentionally Blank)

APPROVED
AND
FILED
01 MAY 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 14th day of May, 2001.

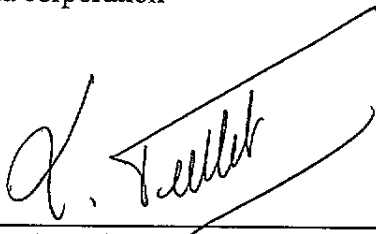
SAINT CARREUC INVESTMENTS LLC,
a Florida limited liability company

By:


Loic Feillet, Manager

SAINT CARREUC INVESTMENTS, INC.,
a Florida corporation

By:


Loic Feillet, President

APPROVED
AND
FILED

01 MAY 15 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

W:\CLIENTS\Balofe Inc\St. Carreuc\Agreement of Merger.doc