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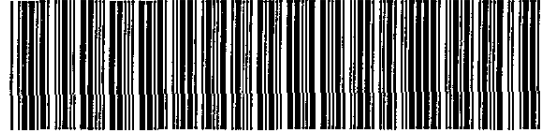
(Business Entity Name)

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Art of Inc. File

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☒ L.C. File

Amend merger

Fictitious Name File

Trade/Service Mark

Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

☒ Annual Report / Reinstatement

☒ Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

ARTICLES OF MERGER
Merging
LANGLEY INVESTMENTS, INC.
with and into
OVERLOOK OFFICE BUILDING, LLC

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1. The names of the business entities which are parties to this merger are **LANGLEY INVESTMENTS, INC.**, a Florida corporation and **OVERLOOK OFFICE BUILDING, LLC**, a Florida limited liability company (the "Constituent Entities"). **OVERLOOK OFFICE BUILDING, LLC** shall be the surviving entity.

2. A true copy of the Agreement and Plan of Merger is attached hereto and by this reference incorporated herein and made a part hereof.

3. The Agreement and Plan of Merger was approved and adopted by each corporation that is a party to the merger in accordance with the applicable provisions of Chapter 607 of the Florida Statutes and by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

4. All conditions precedent to the effectiveness of the Agreement and Plan of Merger have occurred.

5. The effective date of this merger shall be the date of the filing of these Articles of Merger by the Department of State of Florida.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of each of the Constituent Entities this 23 day of JUNE, 2003.

LANGLEY INVESTMENTS, INC.

OVERLOOK OFFICE BUILDING, LLC

By: Paul Stevens
PAUL STEVENS, President

By: Paul Stevens
PAUL STEVENS, President

Please date
as of date
of filing
of LLC's
Art. of
Org.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is by and between **LANGLEY INVESTMENTS, INC.**, a Florida corporation (the "Merging Corporation") and **OVERLOOK OFFICE BUILDING, LLC**, a Florida limited liability company (the "Surviving LLC")

RECITALS

A. The authorized capital stock of the Merging Corporation consists of 500,000 shares of common stock, \$1.00 par value per share (the "Merging Corporation's Stock"), 375,626 shares of which are issued, outstanding and owned by the Surviving LLC.

B. The Surviving LLC has 100 membership units issued and outstanding, all of which are owned by First Regional Bank, as Custodian of The Calvin H. Hudson Individual Retirement Account ("Surviving LLC's Units")

C. The parties hereto intend to cause a merger (the "merger") of the Merging Corporation into the Surviving LLC, pursuant to which all shares of the Merging Corporation's Stock shall be cancelled, the Surviving LLC will survive and the Surviving LLC's Units will remain outstanding.

AGREEMENT

In consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Stockholder and Member Approval; Effectiveness of Merger.

(a) This Agreement shall be submitted to the sole stockholder of the Merging Corporation and the sole member of the Surviving LLC (the "Constituent Entities") as provided by the applicable laws of the State of Florida and this Agreement.

(b) If (i) this Agreement is duly authorized and adopted by the votes or written consents of the sole stockholder of the Merging Corporation and the sole member of the Surviving LLC and (ii) this Agreement is not terminated and abandoned pursuant to the provisions of Section 5 hereof, Articles of Merger shall be executed and delivered to the Secretary of the State of Florida in accordance with the laws of the State of Florida as soon as practicable after the last approval by such stockholder and member, which Articles of Merger shall have this Agreement attached to them and incorporated in them by reference. The merger shall become effective the date of the filing of the Articles of Merger with the Department of State of Florida, such date being herein sometimes called the "Effective Date".

2. **Terms of the Merger.** On the Effective Date the Merging Corporation shall be merged into the Surviving LLC; all assets and obligations of the Merging Corporation, as they exist on the Effective Date, shall pass to, vest in and become assets and obligations of the Surviving LLC; the separate existence of the Merging Corporation shall cease; and the Surviving LLC shall continue in existence.

3. **Articles of Organization, Regulations, Etc. of Surviving LLC.**

(a) From and after the Effective Date and until thereafter amended as provided by law, the Articles of Organization and the Regulations of the Surviving LLC in effect immediately prior to the Effective Date shall continue in effect.

(b) From and after the Effective Date and until the next annual meeting of the members of the Surviving LLC, Paul Stevens, whose address is 844 Pine Meadows Lane, Jacksonville, Florida 32221, shall remain the President, Secretary, Treasurer and sole Manager of the Surviving LLC.

4. **Manner and Basis of Cancellation of Merging Corporation Stock.**

(a) On the Effective Date, all shares of the Merging Corporation's Stock shall be cancelled and all of the Surviving LLC's Units which are issued and outstanding immediately prior to the merger shall remain outstanding.

(b) Upon the surrender of the certificates for the Merging Corporation's Stock they will be cancelled.

5. **Termination.** Notwithstanding favorable action on the merger by the sole stockholder and sole member of the Constituent Entities, this Agreement may be terminated at any time prior to the Effective Date and the merger abandoned by the Board of Directors or Board of Managers of either of the Constituent Entities.

6. **Amendments.** The parties hereto by mutual consent of their respective Board of Directors and Board of Managers, prior to the Effective Date, may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after approval or adoption thereof by the sole stockholder and the sole member of the Constituent Entities.

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7. **Miscellaneous.**

(a) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

(b) If at any time any of the parties hereto shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers, directors, and managers of the parties shall as of the Effective Date execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

IN WITNESS WHEREOF, each of the Constituent Entities hereto has caused this Agreement to be executed by its President the 23 day of JUNE, 2003.

Please date
as of date
of filing
of LLC's
Art. of
Org.

LANGLEY INVESTMENT, INC.

OVERLOOK OFFICE BUILDING, LLC

By: 
PAUL STEVENS, President

By: 
PAUL STEVENS, President