

**L06000074061**

Florida Department of State  
Division of Corporations  
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**MERGER OR SHARE EXCHANGE**

**ElkCo One Properties, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	09
Estimated Charge	\$58.75

\* 80.00

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

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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>
ElkCo One Properties, LLC	Florida	LLC
ElkCo Two Properties, LLC	Florida	LLC

**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>
ElkCo One Properties, 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.

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**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:

N/A

**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:

N/A

**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 entitled 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: N/A

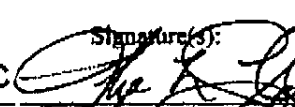
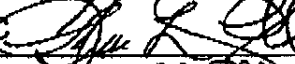
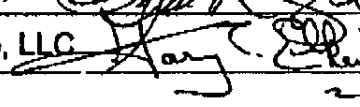
Mailing address: N/A

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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:
ElkCo Properties One, LLC		Sandra L. Copland
ElkCo Properties Two, LLC		Sandra L. Copland
ElkCo Properties Two, LLC		Gary L. Elkins

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

<b><u>Fees:</u></b>	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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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**PLAN OF MERGER**

**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>
ElkCo One Properties, LLC	Florida	LLC
ElkCo Two Properties, LLC	Florida	LLC

**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>
ElkCo One Properties, LLC	Florida	LLC

**THIRD:** The terms and conditions of the merger are as follows:

See attached.

*(Attach additional sheet if necessary)*

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**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securitles of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

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*(Attach additional sheet if necessary)*

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**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached.

*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

See attached.

*(Attach additional sheet if necessary)*

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Plan of Merger  
Attachment – Page 1

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**THIRD:** Prior to the merger, ElkCo One Properties, LLC ("ElkCo One") and ElkCo Two Properties, LLC, ("ElkCo Two") each has an undivided fifty percent (50%) interest as a tenant in common in and to that certain property listed on Exhibit 1 attached hereto (the "Properties").

When the Certificate of Merger is accepted for filing by the State of Florida's Division of Corporations (the "Merger's Effective Date"), one hundred percent (100%) of the membership interests in ElkCo One (the "Surviving Entity") will consist of the total membership interests held by each of ElkCo One and ElkCo Two prior to the Merger's Effective Date.

After the Merger's Effective Date, the Surviving Entity will own one hundred percent (100%) of the fee simple title in and to the Properties.

There is no cash or other consideration being paid on account of the merger.

The articles of organization and operating agreement of ElkCo One that was in effect immediately prior to the Merger's Effective Date shall be the articles of organization and operating agreement of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

From and after the Merger's Effective Date, the Manager of the Surviving Entity shall remain as Sandra L. Copland, until a successor is duly appointed in accordance with applicable law and the governing documents.

The established offices and facilities of ElkCo Two immediately prior to the Merger's Effective Date shall continue as the established offices and facilities of the Surviving Entity after the Merger's Effective Date. As of the Merger's Effective Date, the separate existence of ElkCo Two Properties, LLC as a limited liability company shall cease.

All assets and property (including, without limitation, real, personal and mixed, tangible and intangible) owned respectively by ElkCo One and ElkCo Two prior to the Merger's Effective Date, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall succeed to the rights and obligations of the merging party, and to the duties and liabilities connected therewith.

**FOURTH:** A. Upon the Merger's Effective Date, fifty percent (50%) of the equity interests in the Surviving Entity will be owned by the same persons or entities that owned one hundred percent (100%) of the equity interests in ElkCo One and fifty percent (50%) of the Membership Interests in the Surviving Entity will be owned by the same persons or entities that owned one hundred percent (100%) of the equity interests in ElkCo Two.

B. N/A. There are no outstanding rights to acquire the interests, shares, obligations or other securities in either the merged party or the survivor.

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Plan of Merger  
Attachment – Page 2

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**FIFTH:** Prior to the Merger's Effective Date, ElkCo and ElkCo Two shall take all such actions as shall be necessary or appropriate in order to effectuate the merger.

*In the event that at any time after the Merger's Effective Date, the Surviving Entity shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, and privileges of the merging party, the Manager of the Surviving Entity, in the name and on behalf of each of the merging party and the Surviving Entity, shall be authorized to execute and deliver all such instruments and take all such action as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights and privileges, and to otherwise carry out the purposes of the Plan of Merger.*

**SIXTH:** The Plan of Merger herein made has been approved by all members of ElkCo One Properties, LLC and ElkCo Two Properties, LLC in the manner prescribed under the applicable laws of the State of Florida and under each party's respective governing documents.

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Exhibit 1

Lots 5 and 6, LESS the West 80 feet of Lot 6, ROYAL PALM BEACH BUSINESS PARK, according to the plat thereof recorded in Plat Book 52, Page 71, of the Public Records of Palm Beach County, Florida.

Unit 340 and Unit 346 of WEST PALM BEACH COMMERCE PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 20060, Page 698, and amended in Official Records Book 20403, Page 314, Official Records Book 20474, Page 785 and further amended in Official Records Book 20526, Page 1578, all in the public records of Palm Beach County, Florida.

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