

## Florida Department of State

Division of Corporations Public Access System

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## MERGER OR SHARE EXCHANGE

GAIL INVESTMENTS, LLC

Certificate of Status	0
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Page Count	U5
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# CERTIFICATE OF MERGER FOR FLORIDA LIMITED LIABILITY COMPANY

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with Section 608.4382, Florida Statutes:

Liability Company(ies) in accordance with Section 608.4382, Florida Statutes:				
FIRST: The exact name, form/entity type and jurisdiction for each merging party are as follows:				
Name	Jurisdiction	Form/Entity Type		
Gail Investments, LLC     Nevada Registration Number 20050639536	Nevada 5-29	Limited Liability Company		
SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:				
<u>Name</u>	<u>Jurisdiction</u>	Form/Entity Type AR		
Gail Investments, LLC Document Number: L06000087938	Florida	Limited Liability Company		
THIRD: The attached Plan of Merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608 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:				
<u>"</u> N/A				
	- <del> </del>	•		
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 Sections 608.4351-608.43595, Florida Statutes.				

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**EIGHTH**: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

Department of State may	following street and mailing address ouse for purposes of Section 48.181, Flo	
Street Address:		·
Mailing Address:		
proceeding to enforce ob	the Florida Secretary of State as its agligations of each limited liability comparights of its members under Section reach party.	any that merged into such entity,
Name of Entity	Signature(s)	Typed or Printed Name and Title of Individual S
Gail Investments, LLC (Nevada LLC)	Salles Stamunds	Gail Gregg-Strimenos  Manager
Gail Investments, LLC (Florida LLC)	Joe Street - Strumence	Gail Gregg-Strimenos <u>Manager</u>

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### PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with Section 608.4381, is being submitted in accordance with Section 608.438, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction of each merging party are as follows:

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

The merging parties shall be merged with and into the surviving party, and the separate existence of each merging party shall cease as of the effective date of this Plan of Merger. The surviving party shall retain the name of "GAIL INVESTMENTS, LLC" after the merger. As of the effective date of this Plan of Merger, the surviving party shall possess all of the right, privileges, powers and franchises of each merging party, of a public as well as private nature, and all property, real, personal or otherwise, of each merging party, and all debts due on whatever account to it, including all choses of action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the surviving party without further act or deed; and except as provided herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the surviving party shall continue unaffected and unimpaired by the merger.

The Articles of Organization and the Operating Agreement of the surviving party, as in effect immediately prior to the merger hereunder, shall, after the merger, continue to be the Articles of Organization and the Operating Agreement of the surviving party until duly amended in accordance with law, and no change to such Articles of Organization or Operating Agreement shall be affected by the merger hereunder. The persons who are the managers, directors and officers of the surviving party immediately prior to the merger hereunder shall, after the merger, continue to serve as the managers, directors and officers of the surviving party without change, subject to the provisions of the Articles of Organization and Operating Agreement of the surviving party and the laws of the State of Florida.

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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 other securities of the survivor, in whole or in part, into cash or other property are as follows:

After the effective date of this Plan of Merger, by virtue of the merger and without any action on the part of the members of the merging party or the members of the surviving party, all of the outstanding interest held by the members of the surviving party effective as of the merger shall be cancelled, and the outstanding interests of each of the members of the merging party shall, effective as of the merger, be converted into the same percentage and type of interests in the surviving party as such member had in the merging party prior to the merger.

B. The manner and basis of converting <u>rights to acquire</u> interests, shares, obligations or other securities of each merged party into <u>rights to acquire</u> interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

Not Applicable

FIFTH: Any statements that are required by the laws undeformed, organized, or incorporated are as follows:	
SIXTH: Other provisions, if any, relating to the merger are	as follows:
The name and address of the Manager of the survivin	
Gail Gregg-Strimenos	AR S
1048 Strimenos Lane	
Leesburg, Florida 34748	EE OF D
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