

11/14/2017

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MERGER OR SHARE EXCHANGE

Arlington Realty, LLC

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Articles of Merger  
For  
Florida Limited Liability Company

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Arlington Land, LLC	Florida	Limited Liability Company
Arlington Realty, LLC	Florida	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>	<u>Form/Entity Type</u>
Arlington Realty, LLC	Florida	Limited Liability Company

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:

Arlington Land, LLC

Arlington Realty, LLC

Signature(s):

*Holly K. Brooks*  
*Kay T. Brooks*

Typed or Printed  
Name of Individual:

Holly K. Brooks

Kay T. Brooks

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 an authorized person

**Fees:** 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

Certified Copy (optional):

\$30.00

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), made effective as of ~~November 9<sup>th</sup>~~ 2017, between ARLINGTON LAND, LLC, a Florida limited liability company ("Arlington Land") and ARLINGTON REALTY, LLC, a Florida limited liability company ("Arlington Realty"). This Plan and Agreement of Merger is intended to merge Arlington Land into Arlington Realty on the date and at the time specified in Section 2.2 of this Agreement. Capitalized terms used herein shall have the meanings set forth herein.

### WITNESSETH

Whereas, Arlington Land and Arlington Realty each desire to merge Arlington Land into Arlington Realty, with Arlington Realty becoming the surviving limited liability company; and

Whereas, this Agreement provides for the cancellation of the membership interest in Arlington Land upon the merger becoming effective.

NOW, THEREFORE, for and in consideration of the payment of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### Article 1: RECITALS-CAPITALIZED TERMS

Article 1.1. The recitals set forth above are true and correct and are incorporated herein by this reference.

Article 1.2. Capitalized terms used herein shall have the meanings set forth herein.

### Article 2: MERGER OF ARLINGTON LAND INTO ARLINGTON REALTY

Article 2.1. The merging party is:

Name: Arlington Land, LLC  
Address: 10939 Atlantic Boulevard, Jacksonville, Florida 32225  
Jurisdiction: Florida  
Entity Type: Limited Liability Company

Article 2.2. A Certificate of Merger reflecting this Agreement in the form required under the Florida Limited Liability Company Act shall be delivered to the Florida Secretary of State. For purposes of this Agreement, the merger shall be deemed effective upon the filing of the Certificate of Merger reflecting this Agreement with the Florida Secretary of State.

Article 2.3. Custody and Filing of this Agreement. Arlington Realty shall promptly file with the Secretary of State of the State of Florida this Plan and Agreement of Merger.

Article 2.4. The Certificate of Formation of Arlington Realty shall be the Certificate of Formation of the surviving company following the date set forth in Section 2.2, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated

in this Agreement with the same force and effect as though herein set forth in full. The Operating Agreement of Arlington Realty, as in effect on the date set forth in Section 2.2, shall be the Operating Agreement of the surviving company until altered, amended or repealed, as provided therein.

**Article 2.5.** The surviving party is:

Name: Arlington Realty, LLC  
Address: 6200 San Jose Boulevard West, Jacksonville, Florida 32217  
Jurisdiction: Florida  
Entity Type: Limited Liability Company  
Document #: L06000121133 (Florida)

**Article 2.6.** The transaction contemplated by this Agreement was approved by the members of Arlington Realty and Arlington Land in the manner prescribed by the laws of the State of Florida.

### **Article 3: STATUS AND CONVERSION OF MEMBERSHIP INTEREST**

**Article 3.1.** As of the date set forth in Section 2.2, the sole member of Arlington Realty shall own a 75% membership interest in Arlington Realty post-merger and shall receive 75% of the tenant rents received by Arlington Realty, and the sole member of Arlington Land shall own a 25% membership interest in Arlington Realty post-merger and shall receive 25% of the tenant rents received by Arlington Realty.

**Article 3.2.** As of the date set forth in Section 2.2, Arlington Land shall cease to exist, and membership interest in Arlington Land shall be cancelled.

### **Article 4: CASH ACCOUNTS**

**Article 4.1** Immediately prior to the filing of these Articles with the Florida Department of State, the sole member of Arlington Realty shall take and receive all cash remaining in the Arlington Realty checking account.

**Articles 4.2** Immediately prior to the filing of these Articles with the Florida Department of State, the sole member of Arlington Land shall take and receive all cash remaining in the Arlington Land checking account.

### **Article 5: GENERAL**

**Article 5.1.** Additional Documents. The parties to this Agreement shall cause to be delivered on the effective date, or at such other times and places as shall be agreed upon, such additional documents as a party may reasonably require for the purpose of carrying out this Agreement. Arlington Realty and Arlington Land shall exert best efforts in cooperating with such requests, and shall direct officers, directors, agents, and employees to furnish information, evidence, testimony, and other assistance in connection with resolution of any disputes arising from this Agreement.

**Article 5.2.** Entire Agreement. This Agreement, including its schedules and annexes, is the entire agreement of the parties. All prior agreements and understandings are superseded by it and are not to be considered in interpreting it. Ambiguity in the terms of this Agreement is to be resolved exclusively with

reference to the circumstances surrounding its formation, and meaning determined in accordance with the reasonably identifiable expectations of the parties at the time the agreement was entered into. This Agreement may be amended only by a writing executed by all parties. Oral modification is expressly disallowed. Course of performance and trade usage shall not be considered in resolving ambiguity of terms.

**Article 5.3. Further Assurance.** Before the date set forth in Section 2.2, Arlington Realty and Arlington Land, subject to the terms and conditions of this Agreement, shall take all such action as may be necessary or appropriate in order to effectuate the merger contemplated by this Agreement. In case, at any time after the effective date, Arlington Realty shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to Arlington Realty full title to and possession of all the properties, assets, rights, privileges and franchises of Arlington Land, then the persons who were managers, officers and directors of Arlington Land as of the date set forth in Section 2.2 shall, as such officers, take all such action and execute and deliver all such instruments as Arlington Realty may so determine to be necessary or desirable.

**Article 5.4. Notices.** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be given to the party at its address or facsimile number set forth below. Each notice shall be deemed to have been duly given and received: (a) as of the date and time the same is personally delivered with a receipted copy, (b) if delivered by U. S. Mail, within three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested, or (c) if delivered by a nationally recognized or reputable overnight delivery service within one (1) day after deposit with such delivery service.

If to Arlington Realty

ARLINGTON REALTY, LLC  
6200 San Jose Boulevard West  
Jacksonville, Florida 32217

*with a copy to:*

John S. Duss, IV, Esq.  
Duss, Kenney, Safer, Hampton & Joos, P.A.  
4348 Southpoint Boulevard, Suite 101  
Jacksonville, Florida 32216

If to Arlington Land

ARLINGTON LAND, LLC  
10939 Atlantic Boulevard  
Jacksonville, Florida 32225

*with a copy to:*

John S. Duss, IV, Esq.  
Duss, Kenney, Safer, Hampton & Joos, P.A.  
4348 Southpoint Boulevard, Suite 101  
Jacksonville, Florida 32216

or at such other address as the parties may specify from time to time by written notice to the other party.

**Article 5.5. Law.** This Agreement shall be subject to the laws of the State of Florida without regard to concepts of choice of law.

Article 5.6.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ARLINGTON LAND, LLC, a Florida limited liability company ("Arlington Land")

By: Holly K. Brooks  
Holly K. Brooks, Sole Member

ARLINGTON REALTY, LLC, a Florida limited liability company ("Arlington Realty")

By: Kay T. Brooks  
Kay T. Brooks, as Trustee of the Brooks Marital Trust, Sole Member/President