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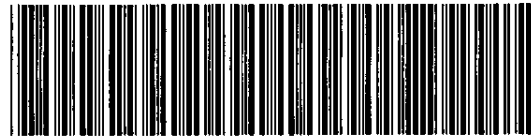
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

S. HAWKES

JAN 5 2010

EXAMINER



Meyers, Roman, Friedberg & Lewis
A Legal Professional Association

Karen W. Yahr, Ext. 125
kyahr@meyersroman.com

December 30, 2009

Via Overnight Mail

Florida Department of State
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Hagy Investments Holdings, LLC
Certificate of Merger

Dear Sir/Madam:

Enclosed please find an original and one (1) copy Certificate of Merger for Florida Limited Liability Company, along with a check in the amount of \$110.00 in connection with the above-referenced entity.

Please file the original and return a time-stamped copy in the enclosed self-addressed envelope.

Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

Karen W. Yahr
Paralegal

Enclosure



COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Hagy Investments Holdings, LLC
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Bryan J. Dardis, Esq.

(Contact Person)

Meyers, Roman, Friedberg & Lewis

(Firm/Company)

28601 Chagrin Blvd., Ste. 500

(Address)

Cleveland, Ohio 44122

(City, State and Zip Code)

For further information concerning this matter, please call:

Bryan J. Dardis, Esq. at (216) 831-0042

(Name of Contact Person)

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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

FILED
10 JAN -4 PM 9:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
JLB Group, LLC	Ohio	Limited Liability Company
Aftermarket Products, Inc.	Ohio	Corporation
API Real Estate, LLC	Ohio	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>
Hagy Investments Holdings, LLC	Florida	Limited Liability Company

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.

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:

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:

Mailing address:

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:
JLB Group, LLC	<i>William P. Hagy</i>	William P. Hagy, Jr., Manager
Aftermarket Products, Inc.	<i>William P. Hagy</i>	William P. Hagy, Jr., President
Hagy Investments Holdings, LLC	<i>William P. Hagy</i>	William P. Hagy, Jr., Manager
API Real Estate, LLC	<i>William P. Hagy</i>	William P. Hagy, Jr. Manager

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

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 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>
JLB Group, LLC	Ohio	Limited Liability Company
Aftermarket Products, Inc.	Ohio	Corporation
API Real Estate, LLC	Ohio	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>
Hagy Investments Holdings, LLC	Florida	Limited Liability Company

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

Please see attached Plan and Agreement of Merger.

(Attach additional sheet if necessary)

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:

Please see attached Plan and Agreement of Merger.

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

Please see attached Plan and Agreement of Merger.

(Attach additional sheet if necessary)

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

Please see attached Plan and Agreement of Merger.

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

PLAN AND AGREEMENT OF MERGER

**by and among
Hagy Investments Holdings, LLC,
JLB Group, LLC,
API Real Estate, LLC
and
Aftermarket Products, Inc.**

This Plan and Agreement of Merger, is made and entered into this 30th day of December, 2009, by and among JLB Group, LLC, an Ohio limited liability company ("JLB"), API Real Estate, LLC, an Ohio limited liability company ("API"), Aftermarket Products, Inc., an Ohio corporation ("Aftermarket"), and Hagy Investments Holdings, LLC, a Florida limited liability company ("Hagy") (said entities being hereinafter sometimes referred to jointly as the "Constituent Entities").

RECITALS:

WHEREAS, the managers, members, board of directors and shareholders, as applicable, of each of the Constituent Entities deems it advisable that JLB, API, and Aftermarket (said entities being hereinafter sometimes referred to jointly as the "Disappearing Entities" and each individually as a "Disappearing Entity") be merged with and into Hagy (hereinafter sometimes referred to as the "Surviving Entity") on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the Ohio Limited Liability Company Act, the Ohio Corporation Act and the Florida Limited Liability Company Act.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants, and conditions hereinafter set forth, the Constituent Entities hereby agree with each other as follows:

ARTICLE I

Subject to the terms and conditions of this Agreement, each of the Constituent Entities shall be merged into Hagy (the "Merger"), in accordance with the provisions of the Florida Limited Liability Company Act (Chapter 608 of the Florida Annotated Statutes), the Ohio Limited Liability Company Act (Chapter 1705 of the Ohio Revised Code), and the Ohio Corporation Act (Chapter 1701 of the Ohio Revised Code). Upon the effectiveness of the Merger, the separate existence of each of JLB, API and Aftermarket will cease and Hagy shall continue as the surviving entity in the Merger under the name "Hagy Investments Holdings, LLC".

ARTICLE II

On the Effective Date (as defined below), each of the managers of JBL and API shall resign and each of the directors and officers of Aftermarket shall resign. There will be no changes in the management of the Surviving Entity, and the Manager of the Surviving Entity, as

set forth in the Surviving Entity's Operating Agreement, shall remain the Manager of the Surviving Entity.

ARTICLE III

Upon the Effective Date:

(i) the Constituent Entities shall be a single limited liability company and the name of the Surviving Entity shall be "Hagy Investments Holdings, LLC";

(ii) the separate existence of each Disappearing Entity shall cease;

(iii) the Surviving Entity shall thereupon possess all the rights, privileges, immunities, and franchises of each of the Constituent Entities, and all property, real, personal, and mixed, and debts due on whatever account, and all choses in action, and every other interest belonging to or due to each of the Constituent Entities shall be deemed to be transferred to and vested in the Surviving Entity, without further act or deed, and the title to any real estate, or any interest therein, vested in any of the Constituent Entities shall not be in any way impaired by reason of the merger but shall vest in the Surviving Entity;

(iv) the Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment by the Surviving Entity as if the merger had not taken place, or the Surviving Entity may be substituted in place of the Constituent Entities, and neither the rights of creditors nor any liens on the property of any of the Constituent Entities shall be impaired by the merger; and

(v) the Articles of Organization and Operating Agreement of Hagy, as existing and constituted immediately prior to the Effective Date, shall be the Articles of Organization and Organization and Operating Agreement of the Surviving Entity, except as such Operating Agreement is amended and restated by and Amended and Restated Operating Agreement executed by Hagy and the Members of Hagy effective upon the Effective Date.

The effective date of the Merger (the "Effective Date") shall be the date of filing of the Certificate of Merger with the Florida Department of State.

On the Effective Date, the statutory agent of the Surviving Entity shall remain William P. Hagy, Jr., whose address is 2660 Myakka Marsh Lane, Port Charlotte, Florida 33953. The principal office of the Surviving Entity in the State of Florida shall be 2660 Myakka Marsh Lane, Port Charlotte, Florida 33953. The mailing address of the Surviving Entity with the Florida Department of State shall continue to be 1050 Jaycox Road, Avon, Ohio 44011.

ARTICLE IV

The owners of the Membership Units in JBL and API and the shareholders of Aftermarket shall exchange their Membership Units and shares, respectively, for Membership Units in Surviving Entity. No separate classes or types of Membership Units in JBL, API or Hagy exist, and there are no separate classes or types of shares in Aftermarket. Upon the completion of the Merger, the Surviving Entity shall be responsible for all obligations, responsibilities, obligations and claims of or against any of the Disappearing Entities.

ARTICLE V

The Surviving Entity shall pay all expenses of carrying this Plan and Agreement of Merger into effect and accomplishing the Merger provided for herein. The Disappearing Entities shall from time to time, as and when requested by Surviving Entity, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

ARTICLE VI

The assets and liabilities of each of the Constituent Entities, at the Effective Date, shall be taken on the books of the Surviving Entity at the amounts at which they, respectively, shall, on such date, be carried on the books of such Constituent Entity.

ARTICLE VII

Each of the Disappearing Entities hereby irrevocably appoint the Ohio Secretary of State as the respective agent to accept service of process in any proceeding in Ohio to enforce against Surviving Entity any obligation of Disappearing Entities or to enforce the rights of a dissenting shareholder or member, respectively, of Disappearing Entities.

ARTICLE VIII

If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of any of the Constituent Entities, the proper officers and directors of the Constituent Entities shall execute and deliver all such proper assignments, conveyances, and assurances in law and do all things necessary or proper to vest such property or rights in the Surviving Entity, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

ARTICLE IX

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by the Constituent Entities, but only by mutual agreement evidenced by the adoption of appropriate resolutions by the board of directors or board of trustees, as applicable, of all Constituent Entities abandoning the Merger at any time prior to the filing of this Plan and Agreement of Merger with the Secretary of State of Ohio.

ARTICLE X

This Plan and Agreement of Merger has been submitted to, and approved by the affirmative vote of a majority of, the members or shareholders of each of the Constituent Entities, in accordance with the requirements of the applicable provisions of Ohio and Florida law. This Plan and Agreement of Merger shall take effect and be deemed to be the Plan and Agreement of Merger of each Constituent Entity, the execution, filing, and recording of such documents and the doing of such acts as required to accomplish the merger under the provisions of the applicable provisions of Ohio and Florida law.

ARTICLE XI

Upon completion of the Merger, the Surviving Entity shall register as a foreign limited liability company under Ohio Revised Coded Section 1705.54 prior to transacting any business in Ohio.

ARTICLE XII

The effect of the Merger is as prescribed by law.

ARTICLE XIII

This Plan and Agreement of Merger constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

ARTICLE XIV

This Plan and Agreement of Merger may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Hagy Investments, Holdings, LLC, JLB Group, LLC, and Aftermarket Products, Inc. have each caused this Plan and Agreement of Merger to be signed as of the day and year first above written.

SURVIVING ENTITY:

Hagy Investments Holdings, LLC,
a Florida limited liability company

By: William P. Hagy, Jr.
William P. Hagy, Jr., Manager

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10 JAN -4 PM 9:39
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TALLAHASSEE, FLORIDA

DISAPPEARING ENTITIES:

JLB Group, LLC,
an Ohio limited liability company

By: William P. Hagy, Jr.
William P. Hagy, Jr., Manager

Aftermarket Products, Inc.,
an Ohio corporation

By: William P. Hagy, Jr.
William P. Hagy, Jr., President

API REAL ESTATE, LLC,
an Ohio limited liability company

By: William P. Hagy, Jr.
William P. Hagy, Jr., Manager