

Feb. 28. 2008 12:51 PM

No. 1852 P. 21 of 1

L08000007084

Florida Department of State
Division of Corporations
Public Access System

PLEASE FAX
On Arrived to
904-880-5353
JHX

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H08000043826 3)))



H0800004382634BC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : FORD, JETER & BOWLUS, P.A.
Account Number : 075330000442
Phone : (904) 268-7227
Fax Number : (904) 262-3337

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2008 FEB 28 A 11:29

FILED

MERGER OR SHARE EXCHANGE

1229 Clark Street, L.L.C.

Certificate of Status	1
Certified Copy	0
Page Count	08
Estimated Charge	\$58.75

\$55.00

Electronic Filing Menu

Corporate Filing Menu

A. LUNT Help

MAR - 3 2008

EXAMINER

Feb. 28. 2008 2:51PM 19042626898

830-B17-G381

2/28/2008 12:57

FORD, BOWLUS, OLSS, PA

No. 1852

P. 1E 01/01

PAGE 001/001

Florida Dept of State



February 28, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

1229 CLARK STREET, L.L.C.
300 E. STATE STREET
SUITE G
JACKSONVILLE, FL 32202

SUBJECT: 1229 CLARK STREET, L.L.C.
REF: L08000007084

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Due to transmission problems, your faxed document or coversheet is illegible or incomplete. Please refax the document and cover sheet to this office for processing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Regulatory Specialist II

FAX Aud. #: M08000043826
Letter Number: 108A00012475

RECEIVED

2008 FEB 28 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P.O. BOX 6327 - Tallahassee, Florida 32314

Received Time Feb. 28. 12:56PM

SECRETARY OF
TALLAHASSEE, FLORIDA

2008 FEB 28 A 11:09

FILED

Feb. 28. 2008 2:51PM

No. 1852 P. 3

**ARTICLES OF CROSS ENTITY MERGER OF
THE 1229 CLARK STREET TRUST, A GENERAL PARTNERSHIP
INTO**

1229 CLARK STREET, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Revised Uniform Partnership Act and the Florida Limited Liability Company Act, the undersigned domestic general partnership and domestic limited liability company adopt the following Articles of Merger for the purpose of merging them into a single limited liability company:

First: The names of the undersigned business entities, type of entity and the States under the laws of which they are respectively organized are:

Name of Corporation	State	Entity Type
THE 1229 CLARK STREET TRUST	FLORIDA	GENERAL PARTNERSHIP
1229 CLARK STREET, L.L.C.	FLORIDA	LIMITED LIABILITY COMPANY

Document Number: L08000007084

Second: The laws of the state of Florida permit such a merger.

Third: The name of the surviving business entity is **1229 CLARK STREET, L.L.C.**, a Florida limited liability company and it is to be governed by the laws of the State of Florida. Its exact name, street address of its principal office, jurisdiction and entity type are as follows:

Name: 1229 CLARK STREET, L.L.C.
Street Address: 300 East State Street, Suite G, Jacksonville, Florida 32202
Jurisdiction: Florida
Entity Type: Florida limited liability company
Florida Document Number: L08000007084

Fourth: The following Plan of Merger was approved by all of the partners of the undersigned domestic general partnership and all of the members of the surviving limited liability company in the manner prescribed by the Revised Uniform Partnership Act and the Florida Limited Liability Company Act, respectively, and complies with the requirements of Florida Statutes Sections, 608.438 and 620.8918 (2006).

Prepared by: See Attachment I

John S. Duss, IV, Esq.
10110 San Jose Boulevard
Jacksonville, FL 32257
(904) 268-7227 Fax: (904) 880-5352
OFFICIALS EASTON 1229 Clark Street in Merger, up
Revised February 9, 2008 (11:42am)

FL BAR No. 0068480

2008 FEB 28 A 11:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Feb. 28. 2008 2:52PM

No. 1852 P. 4

Fifth: As to the undersigned partnership, The 1229 Clark Street Trust, the percentage of partnership interests, and the ownership thereof are as set forth below:

<u>Partner:</u>	<u>Interest:</u>
Easton Sanderson and Company, a Florida corporation	49%
Madaket Brothers, LLC, a Connecticut limited liability company	50%
Samuel M. Easton, Jr.	1%

As to the surviving limited liability company, 1229 Clark Street, L.L.C., the percentage of membership interests, and the ownership thereof are as set forth below:

<u>Partner:</u>	<u>Interest:</u>
Easton Sanderson and Company, a Florida corporation	49%
Madaket Brothers, LLC, a Connecticut limited liability company	50%
Samuel M. Easton, Jr.	1%

Sixth: The merger and the plan of merger were unanimously approved by all partners of the general partnership and all of the members of the limited liability company in accordance with their respective governing documents and the laws of the State of Florida. There are no dissenting partners or members, as the case may be.

Seventh: The surviving limited liability company is to be governed by the laws of the State of Florida. In any proceeding for the enforcement of the rights of a dissenting partner or member of such domestic general partnership against the limited liability company, both the general partnership and the limited liability company irrevocably appoint John S. Duss, IV, 10110 San Jose Boulevard, Jacksonville, Florida 32257 as its agent to accept service of process in any such proceeding.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

FILED
2008 FEB 28 A 11:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

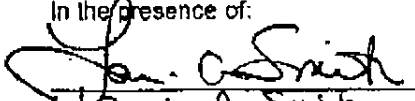
Feb. 28. 2008 2:52PM

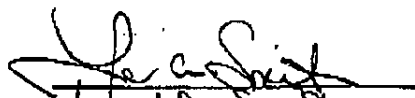
No. 1852 P. 5

Eighth: The merger shall be effective as of the date of filing of these Articles of Merger with the Florida Secretary of State, Division of Corporations.

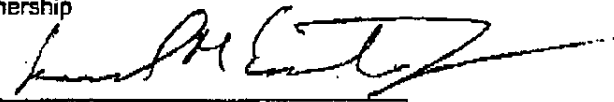
Dated: February 19, 2008.

Signed, sealed and delivered
In the presence of:


[Signature] _____
[Signature] _____
[Signature] _____
Print Name


[Signature] _____
[Signature] _____
[Signature] _____
Print Name

THE 1229 CLARK STREET TRUST, a general
partnership

By: 
Samuel M. Easton, Jr., Trustee/General
Partner

1229 CLARK STREET, L.L.C., a Florida limited
liability company

By: 
Samuel M. Easton, Managing Member

FILED
2008 FEB 28 A 11:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Feb. 28. 2008 2:52PM

No. 1852 P. 6

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), dated February 19, 2008, between THE 1229 CLARK STREET TRUST, a general partnership ("Clark Street Trust"), 1229 CLARK STREET, L.L.C., a Florida limited liability company ("Clark Street LLC"), EASTON SANDERSON & COMPANY, a Florida Corporation ("ESC"), MADAKET BROTHERS, LLC, a Connecticut limited liability company ("Madaket") and Samuel M. Easton, Jr. ("Easton"), (ESC, Madaket and Easton collectively and individually referred to herein as "Member(s)"). This Plan and Agreement of Merger is intended to merge Clark Street Trust into Clark Street, LLC 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, ESC, Madaket and Easton are the sole partners of Clark Street Trust, which entity has historically acted and filed tax returns as a general partnership; and

Whereas, ESC, Madaket and Easton desire to merge Clark Street LLC and Clark Street Trust, with Clark Street LLC becoming the surviving entity (a limited liability company);

Whereas, as the ownership of the membership interests in Clark Street LLC by the members thereof are identical to the ownership of Clark Street Trust by the partners (both in percentage ownership and identity of the owners).

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

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

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

Article 2: MERGER OF CLARK STREET TRUST INTO CLARK STREET LLC

Section 2.1. The merging party is:

Name: THE 1229 CLARK STREET TRUST

Street Address: 300 East State Street, Jacksonville, Florida 32202

Jurisdiction: Florida

Entity Type: general partnership

Section 2.2. The target date for completion of the transaction contemplated by this Agreement is February 19, 2008. Articles of Merger reflecting this agreement in the form required under the Revised Uniform Partnership Act and the Florida Limited Liability Company Act shall be delivered to the Florida Secretary of State and a Certificate of Merger reflecting this Agreement shall be delivered to the Florida Department of State. The delivery of the Articles of Merger to the Florida Secretary of State and of the Certificate of Merger to the Florida Department of State may be made anytime following execution of this Plan of Merger and the Articles of Merger prepared

Feb. 28. 2008 2:53PM

No. 1852 P. 7

in contemplation herewith, Clark Street LLC and Clark Street Trust shall use their best efforts to the end that the entry by the Florida Secretary of State of an order issuing a Certificate of Merger and the filing by the Florida Department of State of a Certificate of Merger shall take place on the same date. If such entry and filing take place on the same date, the merger of Clark Street Trust into Clark Street LLC shall become effective on such date; if such entry and filing take place on different dates, the merger shall become effective on the latter of said dates.

Section 2.3. Subject to the other material terms of this Agreement, the date set forth in Section 2.2 or at such other time as Clark Street LLC and Clark Street Trust shall designate, Clark Street LLC and Clark Street Trust shall execute and Clark Street LLC shall promptly file with the Secretary of State of the State of Florida a plan of merger of which this Agreement shall be a part.

Section 2.4.

2.4.1 The Articles of Organization and Certificate of Formation of Clark Street LLC shall be the Articles of Organization and Certificate of Formation of the Surviving Limited Liability 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.

2.4.2 The Operating Agreement of Clark Street LLC as in effect on the date set forth in Section 2.2, shall be the Operating Agreement of the Surviving Limited Liability Company until altered, amended or repealed, as provided therein.

2.4.3 The Managing Member of Clark Street LLC as in effect on the date set forth in Section 2.2, to wit, Samuel M. Easton, Jr., whose address is 300 East State Street, Suite G, Jacksonville, Florida 32202 shall be the Managing Member of the Surviving Limited Liability Company until terminated, replaced or supplemented pursuant to the terms of the Operating Agreement of Clark Street LLC.

Section 2.5. On the date set forth in Section 2.2, Clark Street Trust shall cancel all its shares then issued and outstanding.

Section 2.6. The name of the surviving business entity is 1229 Clark Street, LLC, a Florida limited liability company and it is to be governed by the laws of the State of Florida. Its exact name, street address of its principal office, jurisdiction and entity type are as follows:

Name: 1229 Clark Street, LLC.

Street Address: 300 East State Street, Suite G, Jacksonville, Florida 32202

Jurisdiction: Florida

Entity Type: Florida limited liability company

Florida Document Number: L08000007084

Section 2.7. The transaction contemplated by this Agreement was approved by the unanimous written consent of the partners of Clark Street Trust and all of the members of Clark Street LLC in the manner prescribed by the laws of the state of Florida.

Section 2.8. There are no dissenting partners or members of either entity.

, Feb. 28. 2008 2:54PM

No. 1852 P. 8

Section 2.9. Clark Street LLC as the surviving entity hereby:

2.9.1 agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Clark Street Trust; and

2.9.2 In any proceeding for the enforcement of the rights of a dissenting partner or member of Clark Street Trust or Clark Street LLC, as the case may be, against the limited liability company, both Clark Street Trust and Clark Street LLC irrevocably appoint John S. Duss, IV, Esq., 10110 San Jose Boulevard, Jacksonville, Florida 32257 as their respective agent to accept service of process in any such proceeding.

Article 3: STATUS AND CONVERSION OF SHARES

Section 3.1. As of the date set forth in Section 2.2, all issued and outstanding membership interest in and to Clark Street LLC shall be and continues to be issued and outstanding membership interest in and to Clark Street LLC.

Section 3.2. As of the date set forth in Section 2.2, each issued and outstanding share of Clark Street Trust common stock, no par value, shall be forthwith surrendered and of no further force or effect.

Article 4: CLARK STREET TRUST'S WARRANTIES

Section 4.1. Warranties of Clark Street Trust and Clark Street Trust's partners. Clark Street Trust and Clark Street Trust's partners, jointly and severally, warrant to Clark Street LLC that, as of the date of this Agreement and on the date specified in Section 2.2:

4.1.1 **Good Standing.** Clark Street Trust is duly organized and validly existing in good standing under the laws of the state of Florida, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner now conducted. The character and location of the assets now owned or leased by Clark Street Trust in the conduct of its business do not require Clark Street Trust's qualification as a foreign entity in any jurisdiction.

4.1.2 **Partners and Interests.** The following is a complete and accurate list of all the partners in Clark Street Trust and the interests held by each are free and clear of all liens, encumbrances, and claims of every kind.

- (a) Easton Sanderson & Company, a Florida corporation (49%)
- (b) Madaket Brothers, LLC, a Connecticut limited liability company (50%)
- (c) Samuel M. Easton, Jr. (1%)

Article 5: GENERAL

Section 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. Clark Street LLC and Clark Street Trust shall exert best efforts in cooperating with such requests, and shall direct officers, directors, agents, and employees to furnish information, evidence,

Feb. 28. 2008 2:54PM

No. 1852 P. 9

testimony, and other assistance in connection with resolution of any disputes arising from this Agreement.

Section 5.2. Assignment. This Agreement and the rights accorded the partners pursuant to it may not be assigned, except by operation of law. Clark Street LLC shall have the right, on the effective date or subsequently thereto, to transfer ownership of Clark Street Trust to a wholly-owned subsidiary of Clark Street LLC.

Section 5.3. 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.

Section 5.4. Further Assurance. Before the date set forth in Section 2.2, Clark Street LLC, Clark Street Trust, ESC, Madaket and Easton, 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, Clark Street LLC shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to Clark Street LLC full title to and possession of all the properties, assets, rights, privileges and franchises of Clark Street Trust, then the persons who were officers and directors of Clark Street Trust as of the date set forth in Section 2.2 shall, as such officers and directors, take all such action and execute and deliver all such instruments as Clark Street LLC may so determine to be necessary or desirable.

Section 5.5. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, and each constituting part of the same agreement. It shall not be necessary for each counterpart to be executed separately by all parties, so long as at least one counterpart is executed by each party.

Section 5.6. Durability of Warranties. All warranties in this Agreement shall survive the closing and execution of documents contemplated by this Agreement. The parties executing and carrying out the terms of this Agreement are relying solely on the warranties contained in this Agreement, or in any writing delivered pursuant to the provisions of this Agreement.

Section 5.7. There are no intended third party beneficiaries of this Plan of Merger or the transactions contemplated hereby.

Section 5.8. Law. This Agreement shall be subject to the law of the State of Florida without regard to concepts of choice of law.

Feb. 28. 2008 2:54PM

No. 1852 P. 10.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year specified in Section 2.2 above.

Samuel M. Easton, Jr.
 Print Name
Samuel M. Easton, Jr.
 Print Name
Vicki L. Cummings
 Print Name

Samuel M. Easton, Jr.
 Print Name
Samuel M. Easton, Jr.
 Print Name
Vicki L. Cummings
 Print Name

Samuel M. Easton, Jr.
 Print Name
Samuel M. Easton, Jr.
 Print Name
Vicki L. Cummings
 Print Name
Richard Cox
 Print Name
Richard Cox
 Print Name
Nicole Blanton
 Print Name

Samuel M. Easton, Jr.
 Print Name
Samuel M. Easton, Jr.
 Print Name
Vicki L. Cummings
 Print Name

THE 1229 CLARK STREET TRUST, a general partnership

By: *Samuel M. Easton, Jr.*
 Samuel M. Easton, Jr., Trustee/General Partner

1229 CLARK STREET, L.L.C., a Florida limited liability company

By: *Samuel M. Easton, Jr.*
 Samuel M. Easton, Jr., its Managing Member

Easton Sanderson & Company, a Florida corporation

By: *Samuel M. Easton, Jr.*
 Samuel M. Easton, Jr., President

MADAKET BROTHERS, LLC, a Connecticut limited liability company

By: *Nicholas V. Perfitt*
 Name: Nicholas V. Perfitt
 Title: Managing Member

Samuel M. Easton, Jr.
 Samuel M. Easton, Jr.