

L10000001822

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

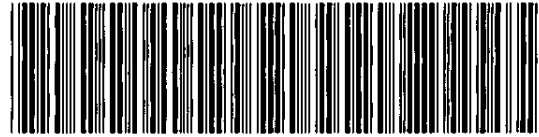
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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merged

FILED
2014 DEC 30 PM 3:07
RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
14 DEC 17 PM 2:16
DEPARTMENT OF STATE

AR
11/22/15



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 16, 2015

CSC
Atten: Courtney Williams
1201 Hays Street
Tallahassee, FL 32301

RESUBMIT

Please give original
submission date as file date.

SUBJECT: WELLINGTON HOUSE, LLC
Ref. Number: L10000001822

We have received your document for WELLINGTON HOUSE, LLC and the authorization to debit your account in the amount of \$165.00. However, the document has not been filed and is being returned for the following:

Please include the plan of merger (paragraph 3 states that the plan of merger is attached). Please include the statement that the merger was approved by each member of such limited liability company who as a result of the merger will have interest holder liability under 605-1023(1)(b).

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
Regulatory Specialist II

Letter Number: 415A00000980

15 JAN 21 2015

RECEIVED



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 18, 2014

CSC
% COURTNEY WILLIAMS
TALLAHASSEE, FL 32301

SUBJECT: OKEECHOBEE HOUSE, LLC
Ref. Number: L10000001790

We have received your document for OKEECHOBEE HOUSE, LLC. However, the document has not been filed and is being returned for the following:

The above listed corporation was administratively dissolved or its certificate of authority was revoked for failure to file its 2014 corporate annual report/uniform business report form. To reinstate, the corporation must submit a completed reinstatement application or a current corporate annual report/uniform business report form and the appropriate fees.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

There are two dissolved LLC's listed in the merger which needs to be reinstated before the merger can be filed. The amount due for each is \$238.75 and must be reinstated on line by visiting www.sunbiz.org.

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) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 914A00026764

ACCOUNT NO. : I20000000195

REFERENCE : 424601 7279384

AUTHORIZATION :

[Signature]

COST LIMIT : \$ 165.00

ORDER DATE : December 17, 2014

ORDER TIME : 12:12 PM

ORDER NO. : 424601-005

CUSTOMER NO: 7279384

ARTICLES OF MERGER

SOUTH BAY HOUSE, LLC

INTO

WELLINGTON HOUSE, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX (3) CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS:

[Signature]

ARTICLES OF MERGER FOR FLORIDA LIMITED LIABILITY COMPANIES

The following Certificate of Merger is submitted to merge the following Florida limited liability companies in accordance with Sections 605.1021 – 605.1026 of the Florida Statutes.

FILED

2014 DEC 30 PM 3:01

CLERK OF STATE
TALLAHASSEE, FLORIDA

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Wellington House, LLC	Florida	Limited Liability Company
South Bay House, LLC	Florida	Limited Liability Company
Okeechobee House, LLC	Florida	Limited Liability Company

SECOND: The exact name, entity type and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Wellington House, LLC	Florida	Limited Liability Company

THIRD: The attached plan of merger was adopted by each limited liability company that is a party to this merger in accordance with the applicable provisions of Chapter 605 of the Florida Statutes.

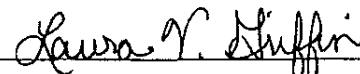
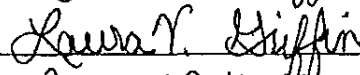
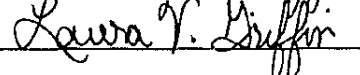
FOURTH: The attached plan of merger was approved by each limited liability company that is a party to this merger in accordance with the laws of the state of Florida and specifically Chapter 605 of the Florida Statutes.

FIFTH: The effective date of the merger shall be the date this document is filed by the Florida Department of State.

SIXTH: The survivor's principal office address shall be 9 NW Avenue D, Belle Glade, Florida 33430, and its registered agent shall remain Laura V. Griffin, 9 NW Avenue D, Belle Glade, Florida 33430.

SEVENTH: No payments are due to any member of any LLC under Sections 605.1006 and 605.1061 – 605.1072, Florida Statutes.

EIGHTH: Signature(s) for Each Party:

Name of Entity	Signature(s)	Printed Name
Wellington House, LLC		Laura V. Griffin
South Bay House, LLC		Laura V. Griffin
Okeechobee House, LLC		Laura V. Griffin

PLAN OF MERGER
SECTION 605.1022, FLORIDA STATUTES

Wellington House, LLC (document number L10000001822), and South Bay House, LLC (document number L10000001371), and Okeechobee House, LLC, (document number 10000001790) adopt this Plan of Merger this 3 day of Dec., 2014.

RECITALS:

- A. Wellington House, LLC ("Wellington House") was formed on January 6, 2010 and has been conducting business since that date. Its FEI/EIN is 27-5343655.
- B. South Bay House, LLC ("South Bay") was formed January 5, 2010 and has been conducting business since that date. Its FEI/EIN is 27-5343986.
- C. Okeechobee House, LLC ("Okeechobee") was formed January 5, 2010 and has been conducting business since that date. Its FEI/EIN is 27-5343810.
- D. The sole member (managing member) of each company has deemed it is in the best interest of each company that the companies merge.

AGREEMENT:

NOW THEREFORE, Wellington House, South Bay House and Okeechobee House hereby adopt the following plan of merger:

1. The name of each limited liability company involved in the merger is set forth above. Each company was formed and exists in the State of Florida.

2. The name of the surviving or resulting limited liability company will be **Wellington House, LLC**. The terms and conditions of the merger are as follows:

a. Wellington House will assume all of the assets and liabilities of South Bay House, including, without limitation, any and all leases affecting all real and personal property owned by South Bay; all related tax obligations to state and federal governments and agencies; obligations under all licenses, permits, and regulations concerning the business of South Bay; obligations under all equipment leases, equipment purchase agreements and assume ownership of all equipment; all insurance premiums; utility obligations; and obligations to any tenants for any advanced payment of rent and/or security deposits.

b. Wellington House will assume all of the assets and liabilities of Okeechobee House, including, without limitation, any and all leases affecting all real and personal property owned by Okeechobee; all related tax obligations to state and federal governments and agencies; obligations under all licenses, permits, and regulations concerning the business of Okeechobee; obligations under all equipment leases, equipment purchase

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agreements and assume ownership of all equipment; all insurance premiums; utility obligations; and obligations to any tenants for any advanced payment of rent and/or security deposits.

c. The manner and basis of converting the interest of the members of each liability company are as follows: Laura V. Griffin is the sole member of each company and will remain the sole member of the surviving entity, Wellington House, LLC.

d. There will be no payment or other consideration made by Wellington to South Bay or Okeechobee; Okeechobee or South Bay to Wellington. The business, affairs, and organization of ~~Wellington, South Bay, and Okeechobee~~ shall be set forth in the operating agreement for Wellington House, LLC.

e. The effective date of the merger shall be the date of the filing of the certificate of merger with the Secretary of State of the State of Florida.

3. Pursuant to Section 605.1023, Laura V. Griffin, as the sole member of each entity, hereby waives written notice of any meeting or other action with respect to the approval of this plan of merger. Additionally, Laura V. Griffin, as the sole member of each entity, waives all rights pursuant to and in Sections 605.1006, and 605.1061 through 1072 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned member of Wellington House, LLC, Okeechobee House, LLC, and South Bay House, LLC has executed this plan of merger on the year and day below written.

Wellington House, LLC	South Bay House, LLC	Okeechobee House, LLC
By: <u>Laura V. Griffin</u> Laura V. Griffin, Member	By: <u>Laura V. Griffin</u> Laura V. Griffin, Member	By: <u>Laura V. Griffin</u> Laura V. Griffin, Member
Date: <u>12-3-2014</u>	Date: <u>12-3-2014</u>	Date: <u>12-3-2014</u>