

L10000013822

(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:

Office Use Only



000184114540

RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
2010 SEP 23 PM 1:47  
NOT INTENDED  
TO ACKNOWLEDGE  
SUFFICIENCY OF FILING

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
10 SEP 23 PM 2:35

B. KOHR

SEP 23 2010

EXAMINER



CORPORATION SERVICE COMPANY

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
10 SEP 23 PM 2:35

ACCOUNT NO. : I20000000195

REFERENCE : 518444 4723960

AUTHORIZATION :

COST LIMIT : \$60.00

*Spurlockman*

ORDER DATE : September 23, 2010

ORDER TIME : 10:47 AM

ORDER NO. : 518444-005

CUSTOMER NO: 4723960

ARTICLES OF MERGER

IRONHILL INVESTMENTS, INC.

INTO

LALISTA II, L.L.C.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: \_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
10 SEP 23 PM 2 35

**CERTIFICATE OF MERGER  
(Florida)**

**OF**

**Ironhill Investments, Inc.  
A New Jersey Corporation**

**WITH AND INTO**

**LaLista II, L.L.C.  
A Florida Limited Liability Company**

\*\*\*\*\*

To: Registration Section  
Division of Corporation  
State of Florida

Pursuant to the provisions of Section 608.4382, Florida Statutes, the undersigned have executed and are filing this Certificate of Merger for the purpose of merging Ironhill Investments, Inc., a New Jersey corporation, with and into LaLista II, L.L.C., a Florida limited liability company.

**FIRST:** The name of the merging corporation is Ironhill Investments, Inc., a New Jersey corporation (the "Terminating Corporation").

**SECOND:** The name of the surviving company is LaLista II, L.L.C., a Florida limited liability company, (the "Surviving Company") and the address of the Surviving Company is c/o Granite Capital International Group, 4445 North A1A, Suite 231, Vero Beach, FL 32963.

**THIRD:** The Agreement and Plan of Merger attached hereto as Exhibit A has been approved, adopted, certified, executed and acknowledged by the Surviving Company, a domestic limited liability company in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The Agreement and Plan of Merger was approved by the Terminating Corporation in accordance with the applicable laws of the State of New Jersey.

**FIFTH:** The Merger is to become effective upon the filing of this certificate (the "Effective Date").

**SIXTH:** The Surviving Company will continue its existence as the surviving company pursuant to the provisions of the Florida Statutes.

**SEVENTH:** The Agreement of Merger is on file at c/o Granite Capital International Group, 4445 North A1A, Suite 231, Vero Beach, FL 32963, the place of business of the Surviving Company.

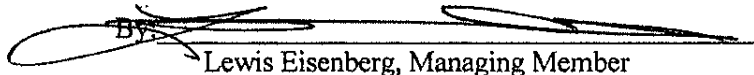
**EIGHTH:** The Surviving Company will furnish a copy of the Agreement and Plan of Merger on request, without cost, to any member of or any person holding an interest in any constituent company.

**NINTH:** The undersigned are authorized to execute this Certificate of Merger on behalf of the Surviving Company and the Terminating Corporation.

**IN WITNESS WHEREOF,** the undersigned have caused this Agreement to be executed in their names as of the 1 day of February 2010.

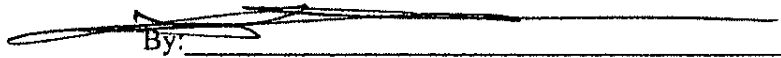
**SURVIVING COMPANY:**

LaLista II, L.L.C.  
a Florida limited liability company

By:   
Lewis Eisenberg, Managing Member

**TERMINATING CORPORATION:**

Ironhill Investments, Inc.  
a New Jersey corporation

By:   
Lewis Eisenberg, President

**EXHIBIT A**  
**AGREEMENT OF MERGER**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into by and between Ironhill Investments, Inc., a New Jersey corporation and LaLista II, L.L.C., a Florida limited liability company.

### WITNESSETH:

WHEREAS, Ironhill Investments, Inc. is a corporation existing under the laws of the State of New Jersey, its Certificate of Incorporation having been filed in the Department of Treasury on September 24, 1997 (the "Terminating Corporation"); and

WHEREAS, LaLista II, L.L.C. is a limited liability company organized and existing under the laws of the State of Florida, its Articles of Organization having been filed in the Florida Department of State Division of Corporations on February 5, 2010 (the "Surviving Company"); and

WHEREAS, it has been decided that it is in the best interests of the Surviving Company and the Terminating Corporation to merge the Terminating Corporation with and into the Surviving Company pursuant to the provisions of the New Jersey Limited liability Act and the Florida Statutes (collectively, the "Act"), upon the terms and subject to the conditions set forth herein; and

WHEREAS, the sole member of the Surviving Company has authorized the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby; and

WHEREAS, the sole Director and Shareholder of the Terminating Corporation has authorized the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

NOW THEREFORE, in consideration of the promises and mutual agreements, provisions, covenants and grants herein contained, the parties agree as follows:

1. The Merger. At the Effective Time (as defined herein), pursuant to the provisions of the Act and the terms and conditions of this Agreement, the Terminating Corporation shall be merged with and into the Surviving Company (the "Merger") and the Surviving Company shall be the surviving entity in the Merger. Upon the Effective Time of the Merger, the separate existence of the Terminating Corporation shall cease in accordance with the provisions of the Act. Except as otherwise set forth in this Agreement or as provided by the Act, the Surviving Company shall become the owner, without any other transfer, of all the rights and property of the Terminating Corporation, the business name, franchise, rights and organization of the Terminating Company shall remain intact and be that of the Surviving Company, and the Surviving Company shall become subject to all of the debts and liabilities of the Terminating Corporation in the same manner as if the Surviving Company had itself incurred them.

2. Effective Time. The Merger shall become effective upon the filing of the Certification of Merger (the "Effective Time").

3. Articles of Organization. The Articles of Organization of the Surviving Company, as now in force and effect, shall continue to be the Articles of Organization of the surviving limited liability company and shall continue in full force and effect.

4. Effects of the Merger. At the Effective Time of the Merger, all the property, rights, immunities, privileges, powers and franchises, public or private, of the Terminating Corporation, and all debts due to the Terminating Corporation from whatever account, including subscriptions to shares and all other things in action, and all and every other interest belonging to or due to the Terminating Corporation, shall be vested in the Surviving Company without further act or deed and shall be thereafter the property of the Surviving Company as effectively as they were of the Terminating Corporation. The title to any real estate, whether vested by deed or otherwise in the Terminating Corporation, if any, shall not revert or be in any way impaired by reason of the Merger. The Surviving Company shall thereafter be responsible for all the debts, liabilities, obligations and duties of the Terminating Corporation, which shall thereafter attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties has been incurred or contracted by it. The liabilities of the Terminating Corporation or of its partners shall not be affected, nor shall the rights of creditors thereof or of any person dealing with the Terminating Corporation, or any liens upon the property of the Terminating Corporation, be impaired by the Merger, and all rights of creditors and all liens upon any property of the Terminating Corporation shall be preserved unimpaired. Any action or proceeding pending by or against the Terminating Corporation may be prosecuted to judgment the same as if the Merger had not taken place, which judgment shall be binding upon the Surviving Company.

5. Conversion of Ownership Interests. Each unit of ownership interest of the Terminating Corporation which shall be outstanding immediately prior to the Effective Time of the Merger shall, upon the Effective Time, automatically be cancelled. Each unit of ownership interest of the Surviving Company outstanding at the Effective Time of the Merger shall continue to be issued and outstanding and shall not be converted or exchanged in any manner.

6. Other Actions. In the event that this Agreement shall have been fully approved and adopted on behalf of the Terminating Corporation and on behalf of the Surviving Company in accordance with the provisions of the Act, the Terminating Corporation and the Surviving Company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of New Jersey and the State of Florida, and that they will cause to be performed all necessary acts within the State of New Jersey and the State of Florida, and elsewhere to effectuate the Merger.

7. Authorization. The officers of the Terminating Corporation and of the Surviving Company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger.

8. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their names as of the 1 day of February 2010.

**SURVIVING COMPANY:**

LaLista II, L.L.C.

a Florida limited liability company

By: 

Lewis Eisenberg, Managing Member

**TERMINATING CORPORATION:**

Ironhill Investments, Inc.

a New Jersey corporation

By: 

Lewis Eisenberg, President