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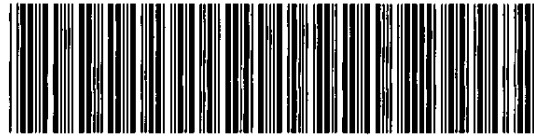
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE

SEP 22 2011

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Property Resource Enterprises, 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:

Douglas K. McKay
Contact Person

P.O. Box 1300
Firm/Company
Address

Bronson FL 32621
City, State and Zip Code

doug@securitytitleservices.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Douglas K. McKay at (352) 486-3660
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

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TALLAHASSEE, FLORIDA

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

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>
<u>Pods + Styx L.L.P.</u>	<u>Florida</u>	<u>Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
<u>Property Resource Enterprises</u>	<u>Florida</u>	<u>LLC</u>

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.

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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 entitles 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: _____

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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:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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 TALLAHASSEE, FLORIDA

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>
<u>See Attached Plan of Merger</u>		

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>

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

(Attach additional sheet if necessary)

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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:

see attached

(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:

See attached

(Attach additional sheet if necessary)

11 SEP 22 PM 12:45
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FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

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merger
Plan of ~~Conversion~~ of Pods & Styx, LLP,
A Florida Limited Liability General Partnership, into
Property Resource Enterprises, LLC, a Florida Limited Liability Company

Whereas, Pods & Styx, LLP, a Florida General Partnership was formed on July 2, 2003, by Adison L. Hoequist and Douglas K. McKoy, General Partners, and was duly registered with the Secretary of State under Document Number GP0300001163; and,

Whereas, Pods & Styx, LLP, was granted Limited Liability Status effective July 2, 2003, by filing dated July 2, 2003, with the Secretary of State under Document Number LLP030002166; and,

Whereas, Adison L. Hoequist and Douglas K. McKoy, being all the partners of said partnership from its inception, have maintained DAM Properties, LLP, in good standing in Florida, and have conducted business there consisting primarily of purchasing residential and commercial property and renting it to members of the public upon such terms and under such conditions as the market would bear; and,

Whereas, inherent in the original business plan was the agreement that the work of managing said rental properties would be shared equally, or as close thereto as was reasonably practical, between the three equal partners, with no absolute division of labor, but with general spheres of primary responsibility loosely existing as follows; Hoequist was generally responsible for the day to day rental, collections, maintenance and tenant relations in the residential units in Bronson, Florida, and McKoy was generally responsible for the business and clerical functions, including provision of partnership office space and personnel, phones, computers, office supplies, etc., maintenance of company records, bookkeeping, coordination with lenders re: loan applications, etc., and research of prospective properties in consideration of purchase; and

Whereas, the foregoing informal division of labor is no longer possible to the extent that Hoequist has relocated to Costa Rica, that has resulted in McKoy assuming the vast majority of all partnership duties by default; and,

Whereas, the recent downturn in real estate values have resulted in the anticipated profit from the partnership being much further in the future, if at all, such that Hoequist deems the time required to realize profit from the partnership portfolio to be beyond his acceptable investment horizon; and

Whereas, McKoy has agreed to assume full ownership of the partnership assets and liabilities, and has reached agreement with Hoequist, respectively regarding payment of appropriate consideration for their transfer of his interest to him; and

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Whereas, a partnership is not an appropriate business entity for an organization owned and operated by one person;

Now Therefore, in consideration of the foregoing, the undersigned partners of Pods & Styx, LLP, do hereby submit this "Plan of ~~Conversion~~ ^{DKM}", pursuant to the provisions of appropriate statutes applicable to General Partnerships in Sections 620.8912, 620.8913, and 620.8915, Florida Statutes; and pursuant to the provisions of appropriate statutes applicable to Limited Liability Companies in Sections 608.439, and 608.408, Florida Statutes;

The LLP being ~~converted~~ ^{merged DKM} is: Pods & Styx, LLP

The New LLC, after ~~conversion~~ ^{merger DKM} will be: Property Resource Enterprises, LLC

The applicable Certificate of ~~Conversion~~ ^{merger DKM} is executed concurrently herewith and together with this plan constitute the "~~Conversion~~ ^{merger DKM} Package."

The terms and conditions of ~~conversion~~ ^{merger DKM} are as follows:

1. Pods & Styx, LLP, shall be, and is hereby, ~~converted~~ ^{merged DKM} into Property Resource Enterprises, LLC, a Florida Limited Liability Co., effective upon the filing of the ~~Conversion~~ ^{merger} Package with the Florida Department of State.
2. Fractional ownership in the new LLC shall be in the same amount as previously in the LLP, namely one-third (1/2) each, vested in Hocquist and McKoy respectively.
3. Hocquist has concurrently signed a "Member Subscription Agreement and Assignment of Member's Interest" with McKoy which shall transfer all his right, title and interest in the newly formed LLC, over to McKoy, that shall be filed, and shall take effect concurrently herewith.
4. In consideration of the foregoing, Hocquist has received cash from McKoy in full settlement of his account.

This Plan of ~~Conversion~~ ^{merger} shall be submitted for filing with the Florida Department of State in conjunction with and attached to a duly executed Certificate of Conversion which complies with § 620.8914 Florida Statutes, with respect to conversion from a Florida General Partnership; and which complies with § 608.439 Florida Statutes, with respect to conversion into a Florida Limited Liability Company.

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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

Brenda Hinton

Witness Signature

BRENDA HINTON

Printed Name

Robert Lizarray

Witness Signature

Robert Lizarray

Printed Name

Douglas K. McKoy
Douglas K. McKoy,
General Partner

STATE OF FLORIDA

COUNTY OF Levy

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, appeared, Douglas K. McKoy, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument and they acknowledged before me the execution of same.

WITNESS my hand and seal in the County and State last aforesaid this 16 day of November, 2010.

(SEAL)

Brenda Hinton
Notary Public

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

Brenda Hinton

Witness Signature

BRENDA HINTON

Printed Name

Robert Lizarray

Witness Signature

Robert Lizarray

Printed Name

Adison L. Hocquist
Adison L. Hocquist,
General Partner

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11 SEP 22 PM 12:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF Levy

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, appeared, Adison L. Hoequist, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument and they acknowledged before me the execution of same.

WITNESS my hand and seal in the County and State last aforesaid this 16 day of November, 2010.

(SEAL)

Brenda C. Hinton
Notary Public



BRENDA C. HINTON
MY COMMISSION # DD 790360
EXPIRES: May 29, 2012
Bonded Thru Budget Notary Services

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TALLAHASSEE, FLORIDA

**MEMBER SUBSCRIPTION AGREEMENT AND
ASSIGNMENT OF MEMBER'S INTEREST**

THIS MEMBER SUBSCRIPTION AGREEMENT is made and entered into as of this 16 day of NOV, 2010 (the "Effective Date") , by and among Adison L. Hocquist, (hereinafter referred to as "Assignor"), Douglas K. McKoy, (hereinafter referred to as "Assignee") and Property Resource Enterprises, LLC, a Florida Limited Liability Company, Successor by Conversion of DAM Properties, LLP, (hereinafter referred to as the "Company").

WITNESSETH:

Whereas, Assignor is the owner of 33.33% of the membership interest in Company (hereinafter the "Membership Interest");

Whereas, Assignor has agreed to transfer all of his Membership Interest in Company to Assignee with the other owners and transferors of Membership Interests in the Company; and,

Whereas, Assignee desires to acquire all of Assignor's Membership Interest in Company and Assignor desires to assign all of his Membership Interest in Company, pursuant to the terms and conditions set forth herein.

Now, therefore, in compliance with the provisions of § 608.432 Florida Statutes, applicable to the assignment of a member's interest in a Florida Limited Liability Company, and in consideration of the mutual promise and covenants herein contained, and for other good and valuable consideration. The receipt, sufficiency and adequacy of which the parties hereby expressly acknowledge, the parties agree as follows:

1. Assignment of Membership Interest. Assignor does hereby convey, transfer, assign and deliver to Assignee, and Assignee accepts from Assignor, upon, the terms and conditions hereinafter set forth, all of Assignor's Membership Interest,
2. Assignor's Representations and Warranties. Assignor represents and warrants that:
 - (a) Assignor owns 33.33% of the Membership Interest in the Company and the balance of the Membership Interests in the Company are owned 33.33% by the Assignee, and 33.33% by Mark S. Medley, who is concurrently assigning his Membership Interests in the Company to Assignee;
 - (b) There are no outstanding options or warrants relevant to the Membership Interest;
 - (c) Assignor is not bound by any agreement, oral or written, that restricts her right and power to enter into this Agreement and to assign the Membership Interest in accordance with the terms and conditions of this Agreement; and

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Member Subscription Agreement and Assignment of Member's Interest

(d) There is no pending or threatened action, suit, claim, demand or other proceeding to which Assignor is a party.

(e) The Assignor has delivered and provided to Assignee all of the books, records, and financial information for the Company and its businesses, including without limitation information regarding all liabilities and obligations of the Company and its businesses.

3. Assignee's Representations. Assignee represents and warrants to Assignor that:

(a) Assignee has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions provided for herein. Such execution, delivery, performance and consummation does not conflict with, result in breach of, or entitle any party to terminate or call a material default with respect to, any agreement or instrument to which Assignee or its properties are bound. This Agreement constitutes the valid and binding obligation of Assignee, enforceable in accordance with its terms;

(b) Assignee acknowledges that the issuance of the Membership Interest has not been registered under the Federal Securities Act of 1933, as amended (the "1933 Act") or any applicable Florida Act, in reliance upon exemptions from registration contained in those respective Acts, and that the Company's and the Assignor's reliance upon such exemptions is based in part upon the representations, warranties and agreements of Assignee contained in this Agreement;

(c) Assignee is acquiring the Membership Interest for his own account, with the intentions of holding the Membership Interest for investment, with no present intention of dividing or allowing others to participate in this investment or reselling or otherwise participating, directly or indirectly, in a distribution of the Membership Interest; and Assignee shall not make any sale, transfer or other disposition of the Membership Interest without registration under the 1933 Act and the Florida Act, or unless an exemption from registration is available under each of those Acts respectively; and

(d) Assignee is not bound by any agreement, oral or written, that restricts his right and power to enter into this Agreement and to acquire the Membership Interest in accordance with the terms and conditions of this Agreement.

4. Continuation of Business. Assignee and Assignor hereby unanimously agree to continue the business of the Company and that assignment to Assignee of Assignor's Membership Interest shall not result in dissolution of the Company.

5. Additional Agreements.

(a) Further Assurance. Assignor and Assignee agree that after the effective date of this Agreement they will from time to time, upon the request of each other, and without further consideration, execute, acknowledge and deliver in proper form any further Transfer and take such other action as Assignor and Assignee may reasonably require in order to more effectively carry out the purpose of and otherwise to comply with the true intent of this Agreement.

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TALLAHASSEE, FLORIDA

Member Subscription Agreement and Assignment of Member's Interest

(b) Nature and Survival of Representations. All statements contained in any certificate, instrument or document delivered by or on behalf of any of the parties to this Agreement, pursuant thereto or in connection with the transaction contemplated thereby, shall be deemed to be representations and warranties made by the parties each to the other in this Agreement or pursuant thereto shall survive the consummation of the transactions accomplished by this Agreement, notwithstanding any investigation heretofore or hereafter made by any of them or on behalf of any of them.

6. Assigns. All the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, heirs, successors and assigns.

7. Notice. All notices, request, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective three (3) business days after receipt if mailed certified mail, postage prepaid, and addressed with the last known address of the party to whom notice is sought to be given.

8. Law Governing. This Agreement has been executed in and shall be governed by and construed in accordance with the laws of the State of Florida.

9. Gender. In this instrument, the male pronoun shall include the female and shall also include a Company, if appropriate.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties with reference to the subject matter hereof, and may not be altered, amended, modified or terminated except in writing and with the consent of both parties.

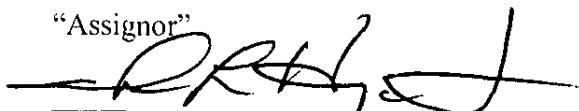
12. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

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TALLAHASSEE, FLORIDA

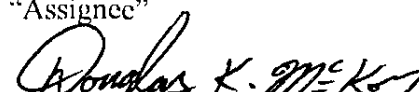
Member Subscription Agreement and Assignment of Member's Interest

WITNESS OUR HANDS the day and year first above written.


"Assignor"


Adison L. Hoequist

"Assignee"


Douglas K. McKoy

"COMPANY"


Property Resource Enterprises, LLC
(Successor by conversion of DAM Properties, LLP)
By: Douglas K. McKoy
Its: Managing Member

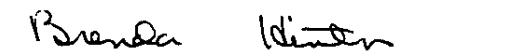
STATE OF FLORIDA

COUNTY OF Levy

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, appeared, Adison L. Hoequist, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument and they acknowledged before me the execution of same.

WITNESS my hand and seal in the County and State last aforesaid this 16 day of November, 2010.

(SEAL)


Notary Public


STATE OF FLORIDA

COUNTY OF Levy

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, appeared, Douglas K. McKoy, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument and they acknowledged before me the execution of same.

WITNESS my hand and seal in the County and State last aforesaid this _____ day of November, 2010.

(SEAL)


Notary Public



BRENDA C. HINTON
MY COMMISSION # DD 790360
EXPIRES: May 29, 2012
Bonded Thru Budget Notary Services



BRENDA C. HINTON
MY COMMISSION # DD 790360
EXPIRES: May 29, 2012
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