

P 94000057689

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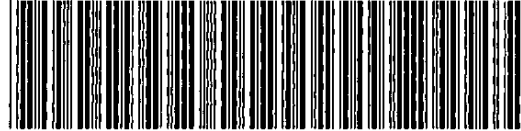
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12/28/07--01028--011 **68.75

EFFECTIVE DATE 12/31/07

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EXAMINER

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

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MORGAN SILBERT INVESTMENTS, LLC

INTO

ELLIS & MENARD INVESTMENTS, INC

EFFECTIVE DATE 12/31/07

- ☐ Art of Inc. File _____
- ☐ LTD Partnership File _____
- ☐ Foreign Corp. File _____
- ☐ L.C. File _____
- ☐ Fictitious Name File _____
- ☐ Trade/Service Mark _____
- ☒ Merger File _____
- ☐ Art. of Amend. File _____
- ☐ RA Resignation _____
- ☐ Dissolution / Withdrawal _____
- ☒ Annual Report / Reinstatement _____
- ☒ Cert. Copy _____
- ☐ Photo Copy _____
- ☐ Certificate of Good Standing _____
- ☐ Certificate of Status _____
- ☐ Certificate of Fictitious Name _____
- ☐ Corp Record Search _____
- ☐ Officer Search _____
- ☐ Fictitious Search _____
- ☐ Fictitious Owner Search _____
- ☐ Vehicle Search _____
- ☐ Driving Record _____
- ☐ UCC 1 or 3 File _____
- ☐ UCC 11 Search _____
- ☐ UCC 11 Retrieval _____

Signature _____

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Name

Date

Time

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

EFFECTIVE DATE 12/31/07

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
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TO AVOID PENALTY

December 31, 2007

CAPITAL CONNECTION

TALLAHASSEE, FL

SUBJECT: ELLIS & MENARD INVESTMENTS, INC.
Ref. Number: P94000057689

RE-SUBMIT

PLEASE OBTAIN THE ORIGINAL
FILE DATE.

We have received your document for ELLIS & MENARD INVESTMENTS, INC. and your check(s) totaling \$68.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have RETAINED your \$68.75 payment.

When a merger is filed under Chapter 607, then the fee for each party in the merger is \$35.00. So the TOTAL AMOUNT required to file this merger and to obtain a certified copy is \$78.75.

Please resubmit your filing with and ADDITIONAL \$10.00.

Also, please note that the new name you have selected for the surviving corporation -- ELLIS & ELLIS INVESTMENTS, INC. -- is not available because it is too similar to the name currently being used by another Florida corporation. Please see attachment for Document Number P02000012861.

Please choose another name.

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) 245-6914.

Buck Kohr
Regulatory Specialist II

Letter Number: 707A00072025

RE-SUBMIT
PLEASE OBTAIN THE ORIGINAL
FILE DATE.

EFFECTIVE DATE 12/31/07
ARTICLES OF MERGER

of

Morgan Street Investments, LLC
a Florida limited liability company,

with and into

Ellis & Menard Investments, Inc.
a Florida corporation

FILED
07 DEC 28 PM 3:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
L9900000831

Pursuant to Section 607.1108 of the Florida Statutes, the undersigned entities, Morgan Street Investments, LLC, a Florida limited liability company ("Morgan"), and Ellis & Menard Investments, Inc., a Florida corporation ("Ellis"), adopt the following Articles of Merger for the purpose of merging Morgan into Ellis:

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of Morgan into Ellis is attached to these Articles as an exhibit and is incorporated herein by reference.

Adoption of Plan

2. The members of Morgan holding one hundred percent of the membership interests in Morgan voted in favor of the Plan of Merger, by written consent of the Members dated December 6, 2007.

3. The shareholders of Ellis holding one hundred percent of all issued and outstanding shares of Ellis voted in favor of the Plan of Merger, by written consent of the Shareholders dated December 6, 2007. The Board of Directors of Ellis voted to adopt the Plan of Merger by written Consent of the Directors dated December 6, 2007.

Effective Date

4. The Plan of Merger shall be effective on December 31, 2007.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 21, 2007.

Morgan Street Investments, LLC
a Florida limited liability company

Ellis & Menard Investments, Inc.
a Florida corporation

By: _____

David R. Ellis, Member

By: _____

David R. Ellis, President

PLAN AND AGREEMENT OF MERGER

by Merger of

Morgan Street Investments, LLC
a Florida limited liability company,

with and into

Ellis & Menard Investments, Inc.
a Florida corporation

This is a Plan and Agreement of Merger between Morgan Street Investments, LLC., a Florida limited liability company (hereinafter sometimes referred to as "Morgan" or the "Merging Entity"), and Ellis & Menard Investments, Inc., a Florida corporation (hereinafter sometimes referred to as "Ellis" or the "Surviving Corporation").

ARTICLE I. PLAN OF MERGER

1.01 A plan of merger of Morgan into Ellis, pursuant to Section 607.1108 of the Florida Statutes is adopted as follows:

- a) Morgan shall be merged with and into Ellis, to exist and be governed by the laws of the State of Florida.
- b) The survivor shall be Ellis.
- c) When this agreement shall become effective, the separate existence of Morgan shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Morgan and shall be subject to all the debts and liabilities of the Merging Entity in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent entity shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- d) The Surviving Corporation will carry on business with the assets of Morgan, as well as with the assets of Ellis.
- e) The members of Morgan will surrender all of their membership interests in the manner hereinafter set forth.
- f) The shareholders of Ellis will retain their shares as shares of the Surviving Corporation.
- g) The Article One of the Articles of Incorporation of Ellis shall be amended to read in its entirety as follows:

ARTICLE ONE

NAME OF THE CORPORATION

The name of this corporation is: Ellis & Ellis Investment Properties, Inc.

h) Except for the amendment to the Articles of Incorporation of Ellis as provided in the paragraph immediately above, the Articles of Incorporation of Ellis, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided as provided by law.

1.02 The effective date of the merger (the "Effective Date") shall be December 31, 2007.

ARTICLE 2. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

2.01 Pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact.

2.02 This Agreement shall be submitted separately to the shareholders of the Surviving Corporations and the members of the Merging Entity in the manner provided by the laws of the State of Florida.

ARTICLE 3. MANNER OF CONVERTING SHARES

3.01 The holders of membership interests of Morgan shall assign the membership interests to the Surviving Corporation.

3.02 The holders of the membership interests of Morgan shall not receive any shares of common stock of the Surviving Corporation since all of the membership interests of Morgan are owned by the same person that owns all the shares of Ellis.

3.03 The currently issued and outstanding shares of common stock of Ellis shall remain outstanding as common stock of the Surviving Corporation.

ARTICLE 4. DIRECTORS AND OFFICERS

4.01 The present Board of Directors of Ellis shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

4.02 If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled as provided in the bylaws of the Surviving Corporation.

4.03 All persons who as of the Effective Date of the merger shall be executive or administrative officers of Ellis, shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 5. BYLAWS

5.01 The bylaws of Ellis, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 6. TERMINATION

6.01 This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders or members of either of the constituent entities, by mutual consent of the Board of Directors of Ellis and the members of Morgan.

ARTICLE 7. INTERPRETATION AND ENFORCEMENT

7.01 Morgan agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Morgan further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

7.02 This Agreement contains the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

7.03 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on December 21, 2007.

Morgan Street Investments, LLC
a Florida limited liability company

By: 

David R. Ellis, Member

Ellis and Menard Investments, Inc.,
a Florida corporation

By: 

David R. Ellis, President