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FILED
04 DEC 15 PM 2:10
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE

EFFECTIVE DATE

DEC 31, 2004

Merger
10 12/21/04

FRED H. STEFFEY
PROFESSIONAL ASSOCIATION
ATTORNEY AND COUNSELLOR
SUITE 300 SOUTHPOINT BUILDING
6620 SOUTHPOINT DRIVE SOUTH
JACKSONVILLE, FLORIDA 32216

BOARD CERTIFIED
TAX LAWYER

December 14, 2004

TELEPHONE (904) 296-0037
FACSIMILE (904) 296-1435

Via Federal Express

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Re: Network Real Estate Services, Inc.

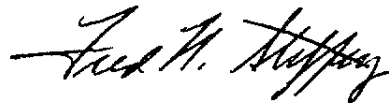
Gentlemen:

Enclosed for filing is the executed original of the Articles of Merger with attached Agreement of Merger, merging The Network Corporation of Jacksonville with and into Network Real Estate Services, Inc., together with a copy to be stamped with the filing information and returned with your acknowledgment of the filing.

Also enclosed is my firm's check in the amount of \$70.00 to cover the filing fees.

If you have any questions, please give me a call.

Sincerely,



Fred H. Steffey

FHS:maw
Enclosure

cc: Ms. Carol Hill - w/enclosure

FILED
04 DEC 15 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

Merging

THE NETWORK CORPORATION OF JACKSONVILLE

with and into

NETWORK REAL ESTATE SERVICES, INC.

EFFECTIVE DATE

Dec. 31, 2004

FILED
04 DEC 15 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The names of the corporations which are parties to this merger are ~~THE~~ **NETWORK CORPORATION OF JACKSONVILLE**, a Florida corporation, and **NETWORK REAL ESTATE SERVICES, INC.**, a Florida corporation (the "Constituent Corporations"). **NETWORK REAL ESTATE SERVICES, INC.** shall be the surviving corporation.

2. A true copy of the Agreement and Plan of Merger is attached hereto as Schedule A and by this reference incorporated herein and made a part hereof.

3. The Agreement and Plan of merger was adopted by the shareholders of each of the Constituent Corporations on December 10, 2004.

4. All conditions precedent to the effectiveness of the Agreement and Plan of Merger have occurred.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Constituent Corporations this 10th day of December, 2004, effective as of December 31, 2004, or the date of the filing of these Articles of Merger with the State of Florida Department of State, whichever shall be later.

**THE NETWORK CORPORATION
OF JACKSONVILLE**

By: 

W. A. McGRIFF, III, President

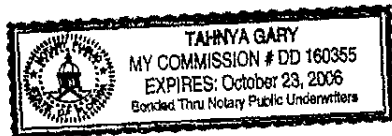
NETWORK REAL ESTATE SERVICES, INC.

By: 

J. MICHAEL HUGHES, President

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing Articles of Merger were acknowledged before me this 10th day of December, 2004, by **W. A. McGRIFF, III** (Known to me ☒ or Type of Ident. & No.: _____) and **J. MICHAEL HUGHES** (Known to me ☒ or Type of Ident. & No.: _____), as the Presidents of **THE NETWORK CORPORATION OF JACKSONVILLE, and NETWORK REAL ESTATE SERVICES, INC.**, respectively, on behalf of said corporations.



Tahnya Gary
NOTARY PUBLIC, State of Florida
Print Name: TAHNYA GARY
My Commission Expires: _____

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is by and between **THE NETWORK CORPORATION OF JACKSONVILLE**, a Florida corporation (the "Merging Corporation") and **NETWORK REAL ESTATE SERVICES, INC.**, a Florida corporation (the "Surviving Corporation").

RECITALS

The authorized capital stock of the Merging Corporation consists of 10,000 shares of common stock, \$1.00 par value per share (the "Merging Corporation's Stock"), of which 1,000 shares are issued and outstanding.

The authorized capital stock of the Surviving Corporation consists of 100,000 shares of common stock, \$0.10 par value per share (the "Surviving Corporation's Stock"), of which 571.88 shares are issued and outstanding.

The parties hereto intend to cause a merger (the "merger") of the Merging Corporation with and into the Surviving Corporation, pursuant to which the Surviving Corporation will survive, all shares of the Merging Corporation's Stock will be cancelled, the existing outstanding shares of the Surviving Corporation's Stock will remain outstanding and additional shares of the Surviving Corporation's Stock will be issued to the shareholders of the Merging Corporation, all as more fully set forth herein.

AGREEMENT

In consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Stockholder Approval; Effectiveness of Merger.

(a) This Agreement shall be submitted to the stockholders of the Merging Corporation and the Surviving Corporation (the "Constituent Corporations") as provided by the applicable law of the State of Florida and by this Agreement.

(b) If (i) this Agreement is duly authorized and adopted by the votes or written consents of the holders of a majority of the issued and outstanding shares of each of the Constituent Corporations and (ii) this Agreement is not terminated and abandoned pursuant to the provisions of Section 5 hereof, Articles of Merger shall be executed and delivered to the Secretary of the State of Florida in accordance with the law of the State of Florida as soon as practicable after the last approval of such stockholders, which Articles of Merger shall have attached to them and incorporated in them by reference this Agreement. The merger shall become effective the later of December 31, 2004, or immediately upon the filing of the Articles of Merger with the Secretary of State of the State of Florida, such date being herein sometimes called the "Effective Date".

2. **Terms of the Merger.** On the Effective Date the Merging Corporation shall be merged with and into the Surviving Corporation; all assets and obligations of the Merging Corporation, as they exist on the Effective Date, shall pass to, vest in and become assets and obligations of the Surviving Corporation; the separate existence of the Merging Corporation shall cease; and the Surviving Corporation shall continue in existence.

3. **Surviving Corporation's Certificate of Incorporation; Bylaws, Etc.**

(a) From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall continue to be its Articles of Incorporation until thereafter amended as provided by law.

(b) From and after the Effective Date and until thereafter amended as provided by law, the Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be its Bylaws.

(c) From and after the Effective Date and until the next annual meeting of the stockholders of the Surviving Corporation, the officers and directors of the Surviving Corporation holding office immediately prior to the Effective Date shall continue to be its officers and directors.

4. Manner and Basis of Cancellation and Issuance of Shares in Merger.

(a) On the Effective Date, each share of the Merging Corporation's Stock issued and outstanding immediately prior to the merger, by virtue of the merger and without any action on the part of the shareholders thereof shall cease to be outstanding and shall be cancelled and retired.

(b) On the Effective Date .25162 shares of the Surviving Corporation's Stock shall be issued to the shareholders of the Merging Corporation for each share of the Merging Corporation's Stock held by them immediately prior to the merger. After the Effective Date, the 571.88 shares of the Surviving Corporation's Stock owned by the shareholders of the Surviving Corporation immediately prior to the merger shall remain outstanding.

5. Termination. Notwithstanding favorable action on the merger by the stockholders of the Constituent Corporations, this Agreement may be terminated at any time prior to the Effective Date and the merger abandoned by the Board of Directors of any of the Constituent Corporations.

6. Amendments. The parties hereto by mutual consent of their respective Board of Directors, prior to the Effective Date, may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after approval or adoption thereof by the stockholders of the Constituent Corporations.

7. Miscellaneous.

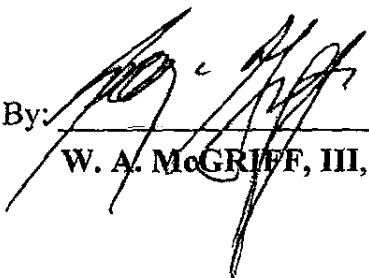
(a) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

(b) If at any time any of the parties hereto shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to

carry out the provisions hereof, the proper officers and directors of the parties shall as of the Effective Date execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its President the 10th day of December, 2004.

**THE NETWORK CORPORATION
OF JACKSONVILLE**

By: 
W. A. McGRUFF, III, President

NETWORK REAL ESTATE SERVICES, INC.

By: 
J. MICHAEL HUGHES, President

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