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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N. O'Flanagan JUN 29 2006

TODD WATSON
ATTORNEY AT LAW, P.A.

SUITE 107
7785 BAYMEADOWS WAY
JACKSONVILLE, FLORIDA 32256

TELEPHONE (904) 739-9747
FACSIMILE (904) 739-9748

June 19, 2006

Division of Corporations
ATTN: Registration Section
P.O. Box 6327
Tallahassee, FL 32314

Re: Merger of Vision Investments, L.L.C. and The Supply Source, Inc.


Dear Sir or Madam:

Enclosed are the following:

1. Cover letter;
2. Articles of Merger;
3. Plan and Agreement of Merger; and
4. Check in the amount of \$70.00.

If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,


Janice M. Glassman
Legal Assistant

/jg
Enclosures

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: The Supply Source, Inc.

(Name of Surviving Party)

Please return all correspondence concerning this matter to:

Todd Watson, Attorney at Law

(Contact Person)

(Firm/Company)

7785 Baymeadows Way, Suite 107

(Address)

Jacksonville, FL 32256

(City, State and Zip Code)

For further information concerning this matter, please call:

Todd Watson

(Name of Contact Person)

at (904) 739-9747

(Area Code and Daytime Telephone Number)

☐ Certified Copy (optional) \$8.75

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

ARTICLES OF MERGER

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THESE ARTICLES OF MERGER are submitted to merge the following Florida limited liability company into a Florida profit corporation in accordance with Florida Statutes §607.1109.

1.0 **Parties.** The exact name, entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Vision Investments, L.L.C. (hereinafter referred to as "VI") LO3 000028881	Florida	Limited liability company
The Supply Source, Inc. P96 000094008	Florida	Corporation

2.0 **Surviving Entity.** The surviving entity shall be The Supply Source, Inc., a Florida profit corporation (hereinafter referred to as "TSS").

3.0 **Approval.** The attached Plan and Agreement of Merger was approved by each Florida profit corporation and Florida limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 607 and 608 of the Florida Statutes.

4.0 **Effective Date.** The effective date of the merger shall be June 21, 2006.

5.0 **Authorized Capitalization.** The authorized capital of TSS following the Effective Date shall be 700 shares of common stock having \$1.00 par value unless and until the same shall be changed in accordance with the laws of the State of Florida.

6.0 **Articles of Incorporation.** The Articles of Incorporation of TSS following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation of TSS upon any other person whomsoever are subject to this reserve power, shall continue as the Articles of Incorporation of TSS as the Surviving Entity. Such Articles of Incorporation shall constitute the Articles of Incorporation of TSS separate and apart from these Articles of Merger and may be separately certified as the Articles of Incorporation of TSS.

7.0 Bylaws. The Bylaws of TSS shall be the Bylaws of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

8.0 Further Assurance of Title. If at any time TSS shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to TSS any right, title, or interest of VI held immediately prior to the Effective Date, VI and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in TSS as shall be necessary to carry out the purposes of these Articles of Merger, and TSS and the directors and officers thereof are fully authorized to take any and all such action in the name of TSS or otherwise.

9.0 Exchange of Existing Shares. Upon the Effective Date, all of the outstanding and issued interests of VI shall be retired and canceled and one hundred (100) shares of the common stock of TSS shall be issued to each shareholder of VI. TSS has only common stock outstanding.

10.0 Conversion of Outstanding Interests. Forthwith upon the Effective Date, each of the issued and outstanding interests of VI and all rights in respect thereof shall be converted into one fully paid and nonassessable outstanding share of the common stock of TSS, with all rights and interests provided therein. Each certificate nominally representing interests of VI shall for all purposes be deemed to evidence the ownership of shares of common stock of TSS. The holders of such certificates shall not be required immediately to surrender the same in exchange for shares of TSS but, as certificates nominally representing interests of VI, TSS will cause to be issued therefor stock certificates for the appropriate number of shares of the outstanding common stock of TSS.

11.0 Book Entries. The merger contemplated hereby shall be treated as a qualified tax free reorganization for federal income tax purposes and as of the Effective Date entry shall be made upon the books of TSS in accordance with the following:

11.1 The assets and liabilities of VI shall be recorded on the books of TSS at the amounts at which they were carried on the books of VI, immediately prior to the Effective Date.

11.2 All accounting and tax attributes of VI, without limitation, shall become the accounting and tax attributes of TSS.

12.0 Directors. The name of the directors of TSS following the Effective Date, shall be the same persons currently serving as directors of TSS.

13.0 Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed on this 15 day of June, 2006.

Vision Investments, L.L.C., a Florida limited liability company

By: Robert Stursberg
Robert Stursberg, Manager

The Supply Source, Inc., a Florida corporation

By: Robert Stursberg
Robert Stursberg, its president

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER executed on the ____ day of June, 2006, by and between Vision Investments, L.L.C., a Florida limited liability company (hereinafter referred to as "VI") and The Supply Source, Inc., a Florida corporation (hereinafter referred to as "TSS").

The Parties to this Plan and Agreement of Merger agree as follows:

ARTICLE 1.0 MERGER OF VI INTO TSS

Upon the effective date (as defined in Article 4.0), VI shall be merged with and into TSS and the separate existence of VI shall cease. TSS (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida. The name and address of the registered agent and principal office of the Surviving Entity in Florida is Robert G. Stursberg, 7076 Davis Creek Road, Jacksonville FL 32256 and the mailing address of the Surviving Entity is 7076 Davis Creek Road, Jacksonville FL 32256.

ARTICLE 2.0 CERTIFICATE OF INCORPORATION

The Articles of Incorporation of TSS as amended shall be the Articles of Incorporation of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Corporate Bylaws of TSS as in effect on the effective date, shall be the Corporate Bylaws of the Surviving Entity until altered, amended or repealed, as provided therein.

ARTICLE 3.0 STATUS AND CONVERSION OF INTERESTS

Upon the effective date, all of the issued and outstanding limited liability interests currently held by the members of VI shall be retired and terminated and one (1) share of common stock in TSS, shall be issued to all Members of VI in exchange for each one percent (1%) interest in VI. After the effective date, each Member of VI may surrender their interests to TSS and shall be entitled to receive in exchange therefor a stock certificate in TSS representing one share of common stock in TSS for each one percent (1%) interest of VI surrendered. Until so surrendered, each one percent (1%) Member's interest in VI, shall be deemed for all purposes to evidence ownership of one share of common stock in TSS.

ARTICLE 4.0 SHAREHOLDERS APPROVAL; EFFECTIVE DATE

This Agreement shall be submitted for approval to all members of VI and all shareholders of TSS, respectively, at meetings thereof held on or prior to the effective date, (or such later date as the respective managers or boards of directors shall mutually approve), called and held separately in accordance with Florida law, as applicable.

ARTICLE 5.0 FURTHER ASSURANCE

Before the effective date, VI and TSS shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, TSS shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to TSS full title to and possession of all the properties, assets, rights, privileges and obligations of VI, then the persons who were the managers of VI as of the effective date shall as such managers take all such action and execute and deliver all such instruments as TSS may so determine to be necessary or desirable.

ARTICLE 5.0 CERTAIN EFFECTS OF MERGER

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of VI shall be possessed by TSS subject to the obligations and duties of VI and all property, real, personal and mixed owned by and all debts due to VI on whatever account shall be vested in TSS and shall thereafter be as effectually the property of TSS as they were of VI and the title to any real estate vested in VI, shall thereafter be as effectually the property of TSS as they were of VI; as provided in Florida Statutes Section 607.11101 and all liens upon any property of VI shall be preserved unimpaired, and all debts, liabilities and duties of VI shall upon the effective date attach to TSS and may be enforced against TSS to the same extent as if such debts, liabilities and duties had been incurred or contracted by TSS.

ARTICLE 6.0 REGISTRATION SUBSEQUENT TO MERGER

The parties unanimously agree that the merger of VI into TSS qualifies for exemption from registration with the Securities and Exchange Commission.

ARTICLE 7.0 EXPENSES

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by TSS.

ARTICLE 8.0 MISCELLANEOUS

8.1 **Specific Performance.** The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

8.2 **Attorney Fees.** In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial or appellate proceedings.

8.3 **Remedies.** All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

8.4 **Notices.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

8.5 **Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

8.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.7 Modification. No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

8.8 Headings. Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

8.9 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in Duval County, Florida.

8.10 Entire Agreement. This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

8.11 Benefit. This Agreement shall not be assignable by either party.

8.12 Gender and Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

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ARTICLE 9.0 EXECUTION

This Plan and Agreement of Merger shall be approved and become effective on the date it is approved by the Shareholders of TSS and the Members of VI.

Vision Investments, L.L.C., a Florida limited liability company

By: Robert G. Stursberg
Robert G. Stursberg, Manager

The Supply Source, Inc., a Florida corporation

By: Robert G. Stursberg
Robert G. Stursberg, President

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