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DATE: 10-31-2011

NAME: TRI INVESTMENTS INC/OEI HOLDINGS LLC

TYPE OF FILING: ARTICLES OF MERGER

COST: \$78.75

RETURN: CERTIFIED COPY

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



**ARTICLES OF MERGER
OF
TRI INVESTMENTS, INC.
WITH AND INTO
OEI HOLDINGS LLC**

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Pursuant to the provisions of Sections 607.1108 and 607.1109 of the Florida Business Corporation Act, the undersigned hereby certify that:

- (1) The name and state of incorporation or formation of each of the constituent entities are as follows:

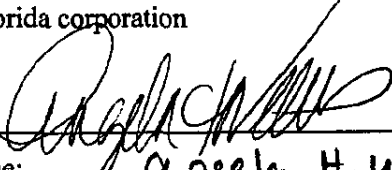
(a) TRI Investments, Inc.	a Florida corporation;
(b) OEI Holdings LLC	a Delaware limited liability company
- (2) The Agreement and Plan of Merger dated as of October 31, 2011 (the "Agreement and Plan of Merger") has been approved, adopted and executed by TRI Investments, Inc. in accordance with the provisions of Section 607.1108 of the Florida Business Corporation Act and by OEI Holdings LLC in accordance with Section 18-209 of the Delaware Limited Liability Company Act, and approved by the sole director and the sole shareholder of TRI Investments, Inc. and the sole member of OEI Holdings LLC by respective written consents dated as of October 31, 2011. Pursuant to the terms of the Agreement and Plan of Merger, TRI Investments, Inc. shall be merged with and into OEI Holdings LLC (the "Merger").
- (3) The Agreement and Plan of Merger is attached as Exhibit A to these Articles of Merger.
- (4) The laws of the State of Delaware permit the merger of OEI Holdings LLC with a corporation of the State of Florida.
- (5) The name of the surviving company is OEI Holdings LLC (the "Surviving Company").
- (6) The Certificate of Formation of the Surviving Company, as on file with the Secretary of State of the State of Delaware, shall be the Certificate of Formation of the Surviving Company.
- (7) The address of the principal office of the Surviving Company is at c/o National Registered Agents, Inc., 160 Greentree Drive, Dover, Kent County, Delaware 19904.
- (8) The Surviving Company is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of TRI Investments, Inc. (the "Dissolving Corporation").

- (9) The sole member of the Surviving Company is also the sole shareholder of the Dissolving Corporation and therefore appraisal rights are not available pursuant to Section 607.1302(2)(d) of the Florida Business Corporation Act.
- (10) All outstanding shares of the capital stock of the Dissolving Corporation shall by virtue of the Merger be canceled and retired and shall cease to exist.
- (11) The Merger of the Dissolving Corporation into the Surviving Company shall be effective upon the filing of these Articles of Merger.

- Signatures Appear on the Following Page. -

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Dissolving Corporation and the Surviving Company by an authorized officer of the Dissolving Corporation and the sole member on behalf of the Surviving Company as of this 31 day of October, 2011.

TRI INVESTMENTS, INC.,
a Florida corporation

By: 
Name: Angela H. Williams
Title: President

OEI HOLDINGS LLC,
a Delaware limited liability company

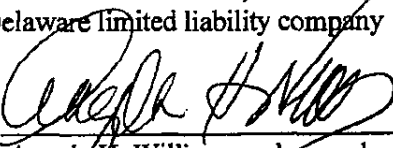
By: 
Angela H. Williams, sole member

Exhibit A
Agreement and Plan of Merger
[attached]

**AGREEMENT AND PLAN OF MERGER
OF
TRI INVESTMENTS, INC.
WITH AND INTO
OEI HOLDINGS LLC**

This Agreement and Plan of Merger dated as of October 31, 2011 (this "Agreement") is entered into by and between **TRI INVESTMENTS, INC.**, a Florida corporation (the "TRI"), and **OEI HOLDINGS LLC**, a Delaware limited liability company ("OEI").

WITNESSETH:

WHEREAS, the sole member of OEI and the sole director and sole shareholder of TRI desire for TRI to merge with and into OEI.

NOW, THEREFORE, the undersigned, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the receipt and sufficiency of which are acknowledged, do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

1. TRI shall be merged (the "Merger") with and into OEI, and OEI shall be the surviving entity (the "Surviving Company"), effective on the date of the filing of (i) the Certificate of Merger with the Delaware Secretary of State meeting the requirements of Section 18-209 of the Delaware Limited Liability Company Act, and (ii) the Articles of Merger with the Florida Secretary of State meeting the requirements of Section 607.1108 of the Florida Business Corporation Act (the "Effective Date").

2. The Certificate of Formation and the Limited Liability Company Agreement of OEI, as in effect on the Effective Date, shall continue in full force and effect as the Certificate of Formation and the Limited Liability Company Agreement of the Surviving Company, which may be amended from time to time after the Effective Date as provided by law.

3. From and after the Effective Date, the sole member of OEI immediately prior to the Effective Date shall be the of the sole Member of the Surviving Company.

4. From and after the Effective Date, all right, title and interest in all of the tangible or intangible property and other assets of every nature, kind and description of TRI, including, without limitation, real property, notes receivable and contracts shall be transferred to and vested in the Surviving Company without further act or deed and all property (whether tangible or intangible), rights and every other interest of any kind of TRI shall be effectively that of the Surviving Company. All obligations due to TRI shall be vested in the Surviving Company without further act. If at any time after the Effective Time, any further action is deemed necessary or desirable to carry out the purposes of this Agreement, the parties hereto agree that the Surviving Company shall be authorized to take any and all such action.

5. As of the Effective Date, by virtue of the Merger and without any action on the part of any member, shareholder or director or officer of the undersigned:

(a) All stock of TRI shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Each issued and outstanding membership interest of OEI shall remain outstanding as a membership interest of the Surviving Company.

6. This Agreement (a) shall be binding on, inure to the benefit of and be enforceable by the parties and their respective successors and valid assigns, (b) may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and (c) constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event any provision of this Agreement is held void or unenforceable, the entire balance of this Agreement shall remain in full force and effect. This Agreement shall be governed in all respects by the laws of the state of Delaware without giving effect to the provisions thereof relating to conflicts of law.

- Signatures Appear on the Following Page. -

IN WITNESS WHEREOF, the parties to this Agreement, have executed this Agreement effective as of the date first above written.

TRI INVESTMENTS, INC.,
a Florida corporation

By: 

Name: Angela H. Williams

Title: President

OEI HOLDINGS LLC,
a Delaware limited liability company

By: 

Angela H. Williams, sole member