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**L. 00000011814**

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Account Name : BILZIN, SUMBERG DUNN PRICE & AXELROD LLP  
 Account Number : 075350000132  
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**MERGER OR SHARE EXCHANGE**

**SANKARA HOLDINGS GROUP, LLC**

Certificate of Status	0
Certified Copy	1
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STATE OF FLORIDA  
 TALLAHASSEE

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SANKARA HOLDINGS, INC. a Florida corporation P97000047735

INTO

**SANKARA HOLDINGS GROUP, LLC**, a Florida entity, L00000011814

File date: October 3, 2000

Corporate Specialist: Lee Rivers

FAX AUDIT NO. H00- 52392

997-47735  
L-11814

**ARTICLES OF MERGER**

SANKARA HOLDINGS GROUP, LLC, a Florida limited liability company (the "Surviving Entity"), and SANKARA HOLDINGS, INC., a Florida corporation (the "Non-surviving Entity"), hereby state and certify as follows, for the purposes of effecting an agreement and plan of merger between them, pursuant to the requirements of Sections 607.1109 and 608.4382 of the Florida Statutes:

1. Attached as Exhibit "A" is the Agreement and Plan of Merger between the Non-surviving Entity and the Surviving Entity, which is hereby incorporated by such reference as if fully herein set forth (the "Plan of Merger").

2. The merger of the Non-surviving Entity with and into the Surviving Entity shall become effective on the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Date").

3. The Plan of Merger was duly and unanimously authorized, approved and adopted by the sole shareholder and Board of Directors of the Non-surviving Entity by Written Consent thereto dated as of September 28, 2000 in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

4. The Plan of Merger was duly and unanimously authorized, approved and adopted by the members of the Non-surviving Entity in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 28th day of September, 2000.

NON-SURVIVING ENTITY:

SANKARA HOLDINGS, INC., a Florida corporation

By: [Signature]  
Francesco La Lumia, President

SURVIVING ENTITY:

SANKARA HOLDINGS GROUP, LLC, a Florida limited liability company

By: [Signature]  
Francesco La Lumia, President

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TALLAHASSEE FLORIDA

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**EXHIBIT "A"**

**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Agreement") relates to the merger of SANKARA HOLDINGS, INC., a Florida corporation (the "Non-surviving Entity"), with and into SANKARA HOLDINGS GROUP, LLC, a Florida limited liability company (the "Surviving Entity").

**WITNESSETH:**

WHEREAS, the Non-surviving Entity and the Surviving Entity wish to enter into a merger agreement according to which the Non-surviving Entity will merge with and into the Surviving Entity, and the Surviving Entity will be the surviving entity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. The Merger. On the Effective Date (as defined below), the Non-surviving Entity shall merge with and into the Surviving Entity (the "Merger"). Immediately following the Merger, the Surviving Entity shall continue as the surviving entity, and the separate existence of the Non-surviving Entity shall cease.

2. Terms and Conditions. The Merger shall become effective on the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Date"), and shall have the effects set forth in Section 607.1108 of the Florida Business Corporation Act.

3. Conversion of Shares. At the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Entity or the Non-surviving Entity, all outstanding capital stock of the Non-surviving Entity shall be canceled and in consideration for the cancellation of the outstanding capital stock of the Non-surviving Entity, the Shareholder of the Surviving Entity shall be issued a Membership Interest in the Surviving Entity. All outstanding debt instruments and obligations of the Non-surviving Entity shall convert to debt instruments and obligations of the Surviving Entity.

4. Termination. This Agreement may be terminated at any time prior to the Effective Date, whether prior to or after approval by either party's shareholders or partners at any time with the written consent of the Surviving Entity and the Non-surviving Entity.

5. Effect of Termination. If this Agreement is terminated as provided in Section 6 of this Agreement shall forthwith become void and have no effect, without liability on the part of the Surviving Entity and the Non-surviving Entity and their respective directors, officers, shareholders or members.

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6. Amendment. This Agreement may not be amended except by an instrument signed by each party hereto.

7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

8. Governing Law. This Agreement is governed by the laws of the State of Florida.

9. Binding Effect; No Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable without the prior written consent of the other party hereto.

10. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of \_\_\_\_\_, 2000.

NON-SURVIVING ENTITY:

SANKARA HOLDINGS, INC. Florida  
corporation

By: \_\_\_\_\_  
Francesco La Lumia, President

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SURVIVING ENTITY:

SANKARA HOLDINGS GROUP, LLC, a  
Florida limited liability company

By: \_\_\_\_\_  
Francesco La Lumia, President