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NICOLAS FERNANDEZ P.A. 18502050380

Division of Corporations

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DIVISION OF CORPORATIONS

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MERGER OR SHARE EXCHANGE

STARMAC, LLC

Certificate of Status	1
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Page Count	08
Estimated Charge	\$105.80

95.00

M. HODGES

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**ARTICLES OF MERGER****ARTICLE I.**

The exact name, street address of principal office, jurisdiction, and entity type for each merging party are Starmac, LLC., a Florida limited liability company, whose corporate address is c/o of Nicolas Fernandez, P.A., 780 N.W. LeJeune Road, Suite 324, Miami, Florida 33126 (the "Surviving Entity") and Macroed Corp., a Florida corporation, whose corporate address is c/o of Nicolas Fernandez, P.A., 780 N.W. LeJeune Road, Suite 324, Miami, Florida 33126 (the "Disappearing Entity").

**ARTICLE II.**

The attached Plan of Merger meets the requirements of section(s) 607.1108 and/or 608.438, Florida Statutes, and was approved by Surviving Entity and Disappearing Entity as parties to the merger in accordance with Chapter(s) 607 and/or 608, Florida Statutes.

**ARTICLE III.**

The Surviving Entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a member of the Surviving Entity pursuant to section(s) 607.1108(5) and/or 608.438(1), Florida Statutes.

**ARTICLE IV.**

The name of the Surviving Entity is STARMAC, LLC.

**ARTICLE V.**

The merger is permitted under the law of the State of Florida and is not prohibited by the agreement articles of incorporation, bylaws or other the regulations or articles of organization of the Disappearing Entity or Surviving Entity.

**ARTICLE VI.**

These Articles are being filed to correct the original Articles of Merger executed October 17,

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2003 and attached hereto. The original articles were submitted to the Florida Department of State on December 31, 2003. Apparently, the articles were rejected because the articles lacked a specific effective date and the Plan of Merger, also attached, were not submitted. However, the notice of rejection was never received. On August 30, 2005, the entities became aware that the merger was never properly filed. Therefore, these Articles of Merger and the Plan of Merger are submitted once again to the Florida Department of State for proper filing.

**ARTICLE VII**

The merger shall become effective as of filing hereof.

**ARTICLE VIII**

The Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

**SURVIVING ENTITY:**

**STARMAC, LLC.**, a Florida limited liability company


By: **ROMAC, LLC**, a Delaware limited liability company, Sole Member

By:   
Javier Maccedo, Manager

**DISAPPEARING ENTITY:**

**MACROD CORP.**, a Florida corporation

By:   
Javier Maccedo, President

By:   
Javier Maccedo, Secretary

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**PLAN AND AGREEMENT OF MERGER**

This is a Plan and Agreement of Merger ("Agreement") between Macrud, Corp., a Florida corporation, (the "Merging Entity"), and Starmac, LLC, a Florida limited liability company (the "Surviving Company")

**ARTICLE 1. PLAN OF MERGER****Plan Adopted**

1.01. A plan of merger by and between the Merging Entity and the Surviving Company, pursuant to Section 608.438 and Section 607.1108 of the Florida Statutes, is adopted as follows:

(a) The Merging Entity shall be merged with and into the Surviving Company, so exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Company shall be Starmac, LLC.

(c) When this Agreement shall become effective, the separate existence of the Merging Entity shall cease, and the Surviving Company shall succeed, without other transfer, to all the rights and property of the Merging Entity and shall be subject to all the debts and liabilities of the Merging Entity in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Company will carry on business with the assets of the Merging Entity.

(e) The partners of the Merging Entity will surrender all of their share certificates in the manner hereinafter set forth.

(f) The Articles of Organization of the Surviving Company, as existing on the effective date of the merger, shall continue in full force as the Articles of Organization of the Surviving Company until altered, amended or repealed as provided in the Articles or as provided by law.

**Effective Date**

1.02. The effective date of the merger shall be the date when the Articles of Merger are filed with the Department of State.

**ARTICLE 2. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE****Interim Conduct of Business; Limitations**

2.01. Except as limited by this Paragraph 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. Except with the prior consent in writing of the Surviving Company, pending consummation of the merger, the Merging Entity shall not:

(a) Create or issue any indebtedness for borrowed money.

(b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

**Submission to General Partner and Shareholders**

2.02. This Agreement shall be submitted to the shareholders 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 Surviving Company will issue membership certificates in the same proportion as share certificates were issued by the Merging Entity.

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**ARTICLE 4. OPERATING AGREEMENT**

**Operating Agreement of Survivor**

4.01. The Operating Agreement of the Surviving Company, as existing on the Effective Date of the merger, shall continue in full force as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

**ARTICLE 5. MANAGEMENT**

5.01. The Surviving Entity is a limited liability company who is to be managed by Javier Macedo whose address is c/o Nicolas Fernandez, 780 NW. LeJeune Road, Suite 324, Miami, FL 33126.

**ARTICLE 6. MISCELLANEOUS**

**Further Assurances**

6.01. The Merging Entity agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Entity further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company 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.

**Entire Agreement; Counterparts**

6.02. 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.

**Controlling Law**

6.03. 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 September 1, 2005.

Macrod, Corp., a Florida corporation

By:

Javier Macedo, President

By:

Javier Macedo, Secretary

Starmac, LLC, a Florida limited liability company

By:

ROMAC, LLC, a Delaware limited liability company, Sole Member

By:

Javier Macedo, Manager

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