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(Requestor's Name)

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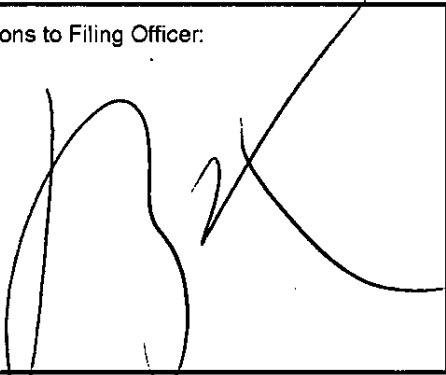
(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

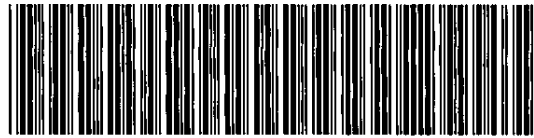
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 215085 4305390
AUTHORIZATION : *Lyubchenko*
COST LIMIT : \$ 50.00

FILED
07 SEP - 6 PM 4:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : September 6, 2007
ORDER TIME : 10:21 AM
ORDER NO. : 215085-010
CUSTOMER NO: 4305390

ARTICLES OF MERGER

HUBCORP, LLC (NJ LLC)
INTO
HUBCORP, LLC (FL LLC)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

07 SEP -6 PM 4: 04
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Merger
For
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Hubcorp, LLC	New Jersey	Limited Liability Company
Hubcorp, LLC	Florida	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Hubcorp, LLC	Florida	Limited Liability Co.

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Not applicable.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Not applicable.

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 100 Ocean Way
Vero Beach, FL
32963.

Mailing address: ↑ SAME

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Hubcorp, LLC (ND)	<i>F. A. P. [Signature]</i>	manager
Hubcorp, LLC (FL)	<i>F. A. P. [Signature]</i>	manager

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: For each Limited Liability Company: \$25.00
 For each Corporation: \$35.00
 For each Limited Partnership: \$52.50
 For each General Partnership: \$25.00
 For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING OF
THE MEMBERS AND MANAGERS OF
HUBCORP, LLC**

The undersigned, being the members and managers of HUBCORP, LLC, a Florida limited liability company (the "Company"), do hereby consent in writing and take the following actions pursuant to section the Florida Statutes as of the 10 day of August, 2007:

WHEREAS, the Company seeks the approval of its sole shareholder and director to enter into the Merger Agreement and consummate the transactions contemplated thereby.

NOW, THEREFORE, it is hereby

RESOLVED, that the Agreement and Plan of Merger annexed hereto as Exhibit A is hereby adopted by the Company; and it is further

RESOLVED, that the Company merge with Hubcorp, LLC, a New Jersey limited liability company, pursuant to section 608.438 of the Florida Statutes, with Hubcorp, LLC, a Florida limited liability company, being the surviving company; and it is further

RESOLVED, that the members and managers of the Company be, and hereby are, authorized and directed to take such actions and execute such certificates and other documents as may be necessary to carry out the foregoing resolutions.

This Written Consent may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same consent. Facsimile signatures shall be sufficient for the execution of this consent.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being all of the members and managers of HUBCORP, LLC do hereby consent to, authorize, ratify and approve of the foregoing actions..

MEMBERS:

THE EMO & WC, LLC, Member and Manager

By: DIANNA PIUMELLI RETAINED ANNUITY TRUST, Member and Manager

By: ; Trustee
FREDERICK PIUMELLI, Trustee

By: FREDERICK PIUMELLI
RETAINED ANNUITY TRUST,
Member and Manager

By: 
DIANNA PIUMELLI, Trustee

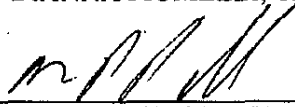

MICHAEL PATRICK PIUMELLI,
Member and Manager

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

See Attached

AGREEMENT AND PLAN OF MERGER OF
HUBCORP, LLC
(A NEW JERSEY LIMITED LIABILITY COMPANY)
AND
HUBCORP, LLC.
(A FLORIDA LIMITED LIABILITY COMPANY)

This Agreement and Plan of Merger ("Agreement and Plan"), adopted pursuant to Florida and New Jersey law, is by and between HUBCORP, LLC, a New Jersey limited liability company (the "Merging Company") and HUBCORP, LLC, a Florida Limited Liability Company (the "Surviving Company"), and provides for the merger (the "Merger") of the Merging Company with and into the Surviving Company, which shall survive the Merger and continue to exist as a Florida limited liability company.

1. The names of the participating limited liability companies in the Merger are HUBCORP, LLC, a New Jersey limited liability company, and HUBCORP, LLC, a Florida limited liability company.

2. The Merger shall become effective September 6th, 2007 (the "Effective Date"). JAP

3. From and after the Effective Date and until further amended as provided by law, the existing Certificate of Formation of the Surviving Company shall be the Certificate of Formation of the Surviving Company after the Effective Date of the Merger, and the existing Operating Agreement of the Surviving Company shall be the Operating Agreement of the Surviving Company after the Effective Date of the merger.

4. As of the Effective Date, all of the interests, shares, obligations or other securities of the Merging Company outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holders thereof, be surrendered and cancelled. All of the membership interests of the Surviving Company issued and outstanding immediately prior to the Effective Date shall remain in existence and shall not be converted in any manner.

5. When the Merger has been effected:

(a) The Surviving Company and the Merging Company shall be a single limited liability company, which shall be the Surviving Company.

(b) The separate existence of the Merging Company shall cease.

(c) The Surviving Company shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited liability company organized under the laws of the State of Florida and shall, in addition, have all the rights, immunities and powers of each and every one of the participating companies in the Merger.

(d) The Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public as well as of a private nature, of each and every one of the participating companies. All property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to each of the participating companies, shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed. The title to any real estate, or interest therein, vested in any of the participating companies shall not revert or be in any way impaired by reason of the Merger.

(e) The Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of each of the participating companies; and any claim existing or action or proceeding pending by or against any of the participating companies may be prosecuted as if the Merger had not taken place, or the Surviving Company may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any participating company shall be impaired by the Merger.

6. The Merging Company and the Surviving Company hereby agree that they will cause to be executed and filed and/or recorded any document or document prescribed by the laws of the State of Florida and the State of New Jersey, including, without limitation, a Certificate of Merger, as the case may be, and that they will cause to be performed all necessary acts within Florida and New Jersey and elsewhere to effectuate the Merger herein provided for.

[remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the day and year first above written.

Merging Company:

HUBCORP, LLC, a New Jersey limited liability company

THE EMO & WC, LLC, Member and Manager

By: DIANNA PIUMELLI RETAINED ANNUITY TRUST, Member and Manager

By: 
FREDERICK PIUMELLI, Trustee

By: FREDERICK PIUMELLI
RETAINED ANNUITY TRUST,
Member and Manager

By: 
DIANNA PIUMELLI, Trustee


MICHAEL PATRICK PIUMELLI,
Member and Manager

Surviving Company:

THE EMO & WC, LLC, Member and
Manager

By: DIANNA PIUMELLI RETAINED
ANNUITY TRUST, Member and
Manager

By: 
FREDERICK PIUMELLI, Trustee

By: FREDERICK PIUMELLI
RETAINED ANNUITY TRUST,
Member and Manager

By: 
DIANNA PIUMELLI, Trustee


MICHAEL PATRICK PIUMELLI,
Member and Manager