

From:

03/06/2014 22:31

#996 P.001/006

Division of Corporations

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# L05000051280

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H14000057521 3)))



H140000575213ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850) 617-6380

From: Account Name : DIEGO L. RESTREPO, P.A.  
Account Number : I20060000072  
Phone : (305) 447-9430  
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14 MAY - 9 PM 12: 14  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
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\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: mariana@restrepolaw.com

MERGER OR SHARE EXCHANGE  
AJAS INVESTMENTS LLC

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$50.00

C. LEWIS  
MAY 12 2014  
EXAMINER

From:

05/08/2014 22:32

#996 P.006/006

850-817-8381

5/9/2014 10:57:53 AM PAGE

1/001 Fax Server



May 9, 2014

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

AJAS INVESTMENTS, LLC  
2600 S DOUGLAS ROAD  
SUITE 1007  
CORAL GABLES, FL 33134US

SUBJECT: AJAS INVESTMENTS, LLC  
REF: L05000051280

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

Your document said that attached is the plan of merger. Nothing was attached to the certificate of merger.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis  
Regulatory Specialist II

FAX Aud. #: H14000057521  
Letter Number: 014A00005229

RECEIVED

14 MAY -9 PM 12:43

REGULATORY SPECIALIST II  
CAROLYN LEWIS  
5/9/2014 10:57:53 AM

From:

APPROVED AND FILED #996 P.002/006  
05/08/2014 22:31

((H140000575213)) 14 MAY -9 PM 12:14

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CETIFICATE OF MERGER  
FOR  
FLORIDA LIMITED LIABILITY COMPANY

The following Certificate of Merger is submitted to merge the following Florida limited liabilities companies in accordance with s. 605.1025, Florida Status.

**FIRST:** The name, entity type, and jurisdiction of each merging party are as follows:

Name	Jurisdiction	Entity Type
LC700004265 • AJAS REALTY, LLC	Florida	Limited Liability Company
• AJAS INVESTMENTS, LLC	Florida	Limited Liability Company

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

Name	Jurisdiction	Entity Type
LC05000051280 • AJAS INVESTMENTS, LLC	Florida	Limited Liability Company

**THIRD:** The attached plan of merger was approved by each domestic entity that is a party to the merger in accordance with the applicable provisions of Chapter 605, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by both of the Limited Liability Companies that are a party to the merger in accordance with the applicable provisions of Chapter 605, Florida Statutes.

**FIFTH:** The Articles of Merger shall be effective when filed with the Florida Department of State.

Signed this 31<sup>st</sup> day of DEC, 2013

AJAS REALTY, LLC,  
a Florida limited liability company

By:   
JOSE LUIS LANZAGORTA  
Manager

AJAS INVESTMENTS, LLC,  
a Florida limited liability company

By:   
JOSE LUIS LANZAGORTA  
Manager

The Certificate of Merger was authorized on the 31<sup>st</sup> day of DEC, 2013, by the Unanimous Consent of all Members of each merging and surviving party.

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From:

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AND  
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#996 P.003/006

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

Dec THIS AGREEMENT AND PLAN OF MERGER is effective as of the 21<sup>st</sup> day of Dec, 2013 and is made by and between AJAS REALTY, LLC, a Florida limited liability company ("AJAS REALTY") and AJAS INVESTMENTS, LLC, a Florida limited liability company ("AJAS INVESTMENTS").

### RECITALS

WHEREAS, AJAS REALTY is a limited liability company organized and existing under the laws of the state of Florida;

WHEREAS, AJAS INVESTMENTS is a limited liability company organized and existing under the laws of the state of Florida;

WHEREAS, the Board of Managers of AJAS REALTY and AJAS INVESTMENTS deem it to be advisable and in the best interests of the entities hereto to merge AJAS REALTY into AJAS INVESTMENTS consistent with the terms and conditions hereinafter set forth and have agreed to said merger; and

NOW, THEREFORE, in consideration of the premises and the agreements, covenants and provisions hereinafter contained, the parties hereto have agreed and do hereby agree, each with the other as follows:

1. Merger. AJAS REALTY and AJAS INVESTMENTS shall be merged into a single entity in accordance with the applicable laws of the states of Florida, by AJAS REALTY merging into AJAS INVESTMENTS, which shall be the surviving entity.

2. Plan of Merger.

Governing Documents. The Articles of Organization and Operating Agreement of AJAS INVESTMENTS shall not be amended in any respect by reason of this Agreement, except as may be required to reflect the new members of AJAS INVESTMENTS.

3. Service of Process. AJAS INVESTMENTS agrees that it may be served with process in the state of Florida in any proceeding for enforcement of any obligation of any constituent limited liability company of Florida, as well as for the enforcement of any obligation of the surviving limited liability company arising from this merger. The Secretary of State shall mail any such process to AJAS INVESTMENTS as it may direct.

4. Cooperation of the Parties. The parties hereto agree to do all acts necessary to effectuate the agreement set forth herein, including, but not limited to signing any and all releases and other documentation.

5. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

6. Governing Law; Exclusive Jurisdiction for Suit in Case of Breach. It is intended that this Agreement be valid and enforceable under the laws of the state of Florida, and that the laws of this state shall govern the Agreement's interpretation. The Parties, by entering into this Agreement, submit to jurisdiction in Miami-Dade County, Florida for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the parties hereby agree that the courts of Miami-Dade County, Florida shall have exclusive jurisdiction over any disputes between the parties relative to this Agreement, whether said disputes sounds in Agreement, tort, or other areas of the law.

7. Titles and Headings. The titles, captions, and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement. The singular shall include the plural, the masculine gender shall include the feminine and neuter and vice versa.

8. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

9. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as set forth above. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**IN WITNESS WHEREOF**, each party hereto, pursuant to the approval and authority duly given by resolutions adopted by the Board of Managers thereof, have caused this Agreement to be executed by an authorized agent of each party thereto.

**AJAS REALTY, LLC,**  
a Florida limited liability company:

By:

  
\_\_\_\_\_  
**JOSE LUIS LANZAGORTA**  
Manager

**AJAS INVESTMENTS, LLC,**  
a Florida limited liability company

By:

  
\_\_\_\_\_  
**JOSE LUIS LANZAGORTA**  
Manager