

H29708

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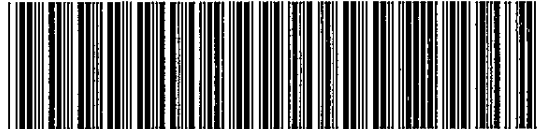
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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY*

ACCOUNT NO. : 072100000032

REFERENCE : 784159 4372680

AUTHORIZATION

COST LIMIT : \$ 90.00

FILED
2005 DEC 29 PM 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 29, 2005

ORDER TIME : 11:39 AM

ORDER NO. : 784159-005

CUSTOMER NO: 4372680

ARTICLES OF MERGER

JETRO CASH & CARRY ENTERPRISES
OF FLORIDA, INC.

INTO

JMDH REAL ESTATE OF FLORIDA,
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Amanda Haddan

EXAMINER'S INITIALS: _____

FILED
2005 DEC 29 PM 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section 607.1104, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Jetro Cash & Carry Enterprises of Florida, Inc. 15-24 132 nd Street College Point, NY 11356	Florida	Corporation

Florida Document/Registration Number: H29708

FEI Number: 592474469

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
JMDH Real Estate of Florida, LLC 15-24 132 nd Street College Point, NY 11356	Delaware	Limited Liability Company

Florida Document/Registration Number: Not qualified in Florida

FEI Number: [Insert Number]

THIRD: The attached Plan of Merger meets the requirements of section 607.1104, Florida Statutes, and was approved by the domestic corporation that is a party to the merger in accordance with Chapter 607, Florida Statutes.

FOURTH: The attached Plan of Merger was approved by the other business entity that is a party to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: The surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to

enforce any obligation or rights of any dissenting member of the domestic limited liability company that is a party to the merger.

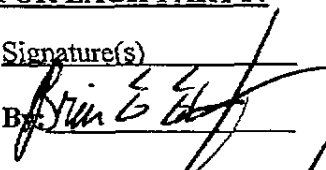
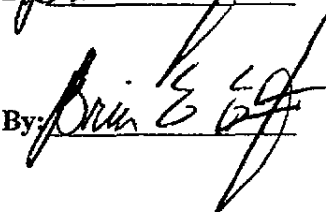
SIXTH: The surviving entity agrees to pay the shareholders of the domestic corporation that is a party to the merger the amount, if any, to which they are entitled under section 607.1302, Florida Statutes.

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

EIGHTH: The merger shall become effective as of the date on which a Certificate of Merger is filed with the Secretary of State of the State of Delaware and these Articles of Merger are filed with the Florida Department of State.

NINTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

TENTH: SIGNATURE(S) FOR EACH PARTY:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Jetro Cash & Carry Enterprises of Florida, Inc.	By: 	Brian E. Emmert, CFO, Secretary and Treasurer
JMDH Real Estate of Florida, LLC	By: 	Brian E. Emmert, CFO, Secretary and Treasurer

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section 607.1103, is being submitted in accordance with section 607.1101, Florida Statutes.

FIRST: The exact name and jurisdiction of the merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Jetro Cash and Carry Enterprises of Florida, Inc.	Florida

SECOND: The exact name and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
JMDH Real Estate of Florida, LLC	Delaware

THIRD: The terms and conditions of the merger are as follows:

1. Jetro Cash and Carry Enterprises, Inc., a Florida corporation wholly owned by Jetro Real Estate Holdings, Inc. (hereinafter referred to as the "Corporation"), shall be merged with and into JMDH Real Estate of Florida, LLC, a Delaware limited liability company whose sole member is Jetro Real Estate Holdings, Inc. (the "LLC") with the LLC being the surviving business entity, effective as of the date on which the Certificate of Merger is filed with the Secretary of State of the Delaware and the Articles of Merger are filed with the Florida Department of State (hereinafter referred to as the "Effective Date").

2. The terms and conditions of the merger are as follows:

(a) The Corporation shall be merged with and into the LLC pursuant to the provisions of Title 6, Section 18-209 of the Delaware Limited Liability Company Act and Section 607.1103, Florida Statutes.

(b) The LLC shall be the surviving business entity and the identity, existence, rights, privileges, powers, immunities, purposes and franchises, of a public or a private nature, of the LLC shall continue unaffected and unimpaired by the merger, and the rights, privileges, powers, immunities, purposes and franchises, of a public or a private nature, of the Corporation, to the extent consistent with Corporation's Certificate of Incorporation, shall be merged with and into the LLC and the LLC shall, as the surviving business entity, be fully vested therewith and shall thereupon and thereafter be the possessor thereof. The separate existence of the Corporation shall cease as of the Effective Date.

(c) All property, real, personal and mixed, and all debts due on whatever account, including subscriptions for ownership interests, and all other choses in action, and all and every other interest, of or belonging to or due to the Corporation and LLC, respectively, shall be taken and deemed to be transferred to and vested in the LLC as the surviving business entity without further act or deed, and the title to any real estate, or any interest therein, vested in the Corporation or LLC shall not revert or be in any way impaired by reason of the merger.

(d) The LLC, as the surviving business entity, shall be responsible and liable for all of the obligations and liabilities of the Corporation and LLC, and any claim existing or action or proceeding pending by or against the Corporation or LLC may be prosecuted to judgment against each as if the merger had not taken place. Neither the rights of creditors nor any liens upon, or security interests in, the property of the Corporation or LLC shall be impaired by the merger.

(e) The LLC's Certificate of Formation dated, December 23, 2005, and Limited Liability Company Agreement, dated effective as of December 23, 2005, as the same may be amended from time to time, shall become the Certificate of Formation and the Limited Liability Company Agreement of the surviving business entity and shall thereafter continue to be its Certificate of Formation and Limited Liability Agreement as provided by law.

(f) The Corporation represents that (i) all returns and reports (hereafter referred to as "Tax Returns") of or with respect to any Tax (as defined herein) which is required to be filed on or before the Effective Date by or with respect to the Corporation have been or will be duly and timely filed, (ii) all Taxes which have become or will become due with respect to the period covered by each such Tax Return have been or will be timely paid in full, (iii) all withholding Tax requirements imposed on or with respect to the Corporation have been or will be satisfied in full in all respects, (iv) no penalty, interest or other charge is or will become due with respect to the late filing of any such Tax Return or late payment of any such Tax, (v) except for statutory liens for current Taxes not yet due, no material liens for Taxes exist upon the assets of the Corporation; and (vi) the Corporation has not made an election under section 341(f) of the Internal Revenue Code of 1986, as amended. For the purposes of this Agreement, "Tax" or "Taxes" shall mean any and all taxes, charges, fees, levies, assessments, duties or other amounts payable to any federal, state, local or foreign taxing authority or agency, including, without limitation, (x) income, franchise, profits, gross receipts, minimum, alternative minimum, estimated, ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, disability, employment, social security, workers compensation, unemployment compensation, utility, severance, excise, stamp, windfall profits, transfer and gains taxes, (y) customs, duties, imposts, charges, levies or other similar assessments of any kind, and (z) interest, penalties and additions to tax imposed with respect thereto;

(g) LLC and the Corporation shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications, or other documents regarding any real property transfer or gains, sales, use, transfer, value added, stock

transfer and stamp taxes, any transfer, recording, registration and other fees, and any similar taxes which become payable in connection with the transactions contemplated hereby that are required or permitted to be filed on or before the Effective Date.

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

At the Effective Date, by virtue of the merger provided for hereby, and without any action by the LLC or the Corporation, all of the outstanding shares in the Corporation, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve, as well as all rights to acquire shares or other interests in the Corporation, shall be converted into membership interests in the LLC.

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

See Item Fourth A above.

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Not applicable

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

**Jetro Real Estate Holdings, Inc.
15-24 132nd Street
College Point, NY 11356**

SEVENTH: All statements that are required by the laws of the jurisdiction under which the Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

The agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger/consolidation has been approved and executed by each business entity involved.

The agreement of merger/consolidation shall be furnished by the surviving business entity, on request and without cost, to any member of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

JETRO CASH AND CARRY ENTERPRISES OF FLORIDA, INC.
(a Florida corporation)

UNANIMOUS CONSENT OF DIRECTORS

Pursuant to Section 607.0821 of the Florida General Corporation Act, the undersigned, being all of the directors of **Jetro Cash and Carry Enterprises of Floria, Inc.** (the "Corporation"), hereby consent and agree that the following resolutions are adopted by written consent:

WHEREAS, the Board of Directors (the "Board") has been presented with a proposal providing for the merger of the Corporation with and into JMDH Real Estate of Florida, LLC., with the Corporation being the terminated corporation; and

WHEREAS, the Board considers the merger advisable and in the bests interest of the Corporation and its sole stockholder;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement and Plan of Merger (the "Merger Agreement") dated as December 2nd 2005 between the Corporation and JMDH Real Estate of Florida, LLC. be, and hereby is, approved and ratified.

FURTHER RESOLVED, that the Merger Agreement shall be submitted to the sole stockholder of the Corporation for adoption and approval by written consent; and

FURTHER RESOLVED, that upon adoption and approval of the Merger Agreement by the sole stockholder of the Corporation, the President, any Vice President, Secretary and Treasurer of the Company (collectively, the "Designated Officers") are hereby each severally authorized to execute, deliver and, as appropriate, cause to be filed on behalf of the Corporation the Merger Agreement and all other documents deemed necessary or advisable by any Designated Officer in connection with the consummation of the transactions contemplated by the Merger Agreement and any other actions taken by any of the Designated Officers to effectuate any actions authorized by these resolutions and otherwise to carry out the purposes and intent of the foregoing resolutions, be and they hereby are, approved and ratified.

All signatures need not appear on the same copy of this instrument

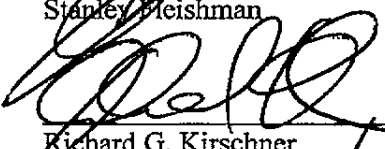
[Signature Page Follows]

Dated as of December 27, 2005



Stanley Meishman

Dated as of December 27, 2005



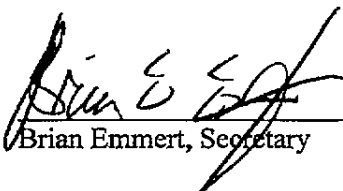
Richard G. Kirschner

Dated as of December 27, 2005



Brian E. Emmert

The foregoing Unanimous Consent of Directors was executed pursuant to Section 607.0821 of the Florida General Corporation Act and filed with the Secretary of the Corporation on the 27 day of December, 2005.



Brian Emmert, Secretary