

L0100 00004706

Ed Tribble
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Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. DIAZ & ALEXANDER LLC
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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TALLAHASSEE, FLORIDA

01 MAR 27 PM 2:04

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AND
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- ☒ Walk in ☐ Pick up time ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☒ Merger

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

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DIVISION OF CORPORATION

Examiner's Initials

Handwritten signature/initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

DIAZ & ALEXANDER, INC., A FLORIDA CORPORATION P00000103864

INTO

DIAZ & ALEXANDER LLC, a Florida entity, L01000004706

File date: March 27, 2001

Corporate Specialist: Trevor Brumbley

OF

PURSUANT TO the provisions of Section 607.1109 and Section 608.4382 of the Florida Statutes, the undersigned hereby certify that:

SECOND: That the name and state of each of the constituent corporations is DIAZ & ALEXANDER LLC, a Florida limited liability company, and DIAZ & ALEXANDER, INC., a Florida corporation. The Plan of Merger provides for the merger of DIAZ & ALEXANDER, INC. into DIAZ & ALEXANDER LLC.

FOURTH: That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Board of Directors and Shareholders of DIAZ & ALEXANDER, INC. on this 20 day of March, 2001 and by the Manager and Members of DIAZ & ALEXANDER LLC on this 20 day of March, 2001 .

SIXTH: That the Plan of Merger is on file at the principal place of business of **DIAZ & ALEXANDER LLC**, the surviving entity, the address of which is 6282 Miller Drive Miami, FL 33155.

DIAZ & ALEXANDER
ARTICLES OF MERGER

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SEVENTH: That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

EIGHTH: The authorized capital stock of DIAZ & ALEXANDER, INC. is 100 common shares, at \$1.00 par value. Each unit in DIAZ & ALEXANDER LLC ("Unit") represents ownership interest in DIAZ & ALEXANDER LLC. Each share of common stock of DIAZ & ALEXANDER, INC. issued and outstanding immediately prior to the effective date of the merger, by reason of the Merger, shall be converted into and become one Unit of DIAZ & ALEXANDER LLC, the surviving entity, upon the effective date of the merger, and each certificate representing outstanding shares of the common stock of DIAZ & ALEXANDER, INC. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the surviving corporation.

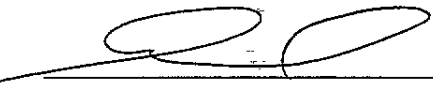
NINTH: That the merger of DIAZ & ALEXANDER, INC. into DIAZ & ALEXANDER LLC shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Plan of Merger.

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COUNTY OF CLATSOP

IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 26 day of March, 2001 .

DIAZ & ALEXANDER LLC,
a Florida limited liability company

By: 
Alexander Fernandez, Manager

By: 
Jose Antonio Diaz, Manager

DIAZ & ALEXANDER, INC.,
a Florida corporation

By: 
Alexander Fernandez, President

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DIAZ & ALEXANDER
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TALLAHASSEE, FLORIDA

PLAN OF MERGER

BETWEEN

DIAZ & ALEXANDER LLC AND DIAZ & ALEXANDER, INC.

THIS PLAN OF MERGER ("Plan") is entered into this 26 day of March, 2001 between **DIAZ & ALEXANDER LLC**, a Florida limited liability company ("LLC") and **DIAZ & ALEXANDER, INC.**, a Florida corporation ("INC.").

WITNESSETH

WHEREAS, the Board of Directors of INC. and the Manager of LLC deem it desirable and in the best business interests of INC. and its stockholders and LLC and its members that INC. be merged into LLC upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, INC. shall be merged into LLC, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached

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TALLAHASSEE, FLORIDA

hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. **Further Assurance.** If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be directors of INC. shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

Section 4. **Regulations.** The Regulations of LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Regulations of the Surviving Entity after the Effective Date.

Section 5. **Articles of Organization of LLC.** The Articles of Organization of LLC, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

Section 6. **Manager.** The Manager of LLC immediately prior to the Effective Date shall constitute the manager of the Surviving Entity after the Effective Date until his or her successor shall have been elected and qualified as provided in the Regulations of the Surviving Entity and in this Plan.

ARTICLE 2

Cancellation of Shares at the Effective Date

Each share of common stock of INC. issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

a) INC. and LLC shall become a single entity of which LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be DIAZ & ALEXANDER LLC.

(b) The separate existence of INC. shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of INC. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to INC. shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in INC. shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of INC. The Merger shall impair neither the rights of creditors nor any liens upon the property of INC.

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of INC. is 100 common shares, at \$1.00 par value. Each unit in LLC ("Unit") represents ownership interest in LLC. Each share of common stock of INC. issued and outstanding immediately prior to

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the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one Unit of LLC, the Surviving Entity, upon the effective date of the Merger, and each certificate representing outstanding shares of the common stock of INC. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

DIAZ & ALEXANDER, INC.

INC. represents and warrants to LLC as follows:

Due Incorporation, Etc. INC. is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to LLC.

ARTICLE 5

Representations and Warranties of

DIAZ & ALEXANDER LLC

LLC represents and warrants to INC. as follows:

Due Incorporation, Etc. LLC is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to INC.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

ARTICLE 7

Manager

Pursuant to Section 608.438(3)(e) of the Florida Statutes, the name and business address of the Managers of DIAZ & ALEXANDER LLC is as follows:

Alexander Fernandez
6282 Miller Drive
Miami, FL 33155

Jose Antonio Diaz
3326 Mary Street
Coconut Grove, FL 33133

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Polansky, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This Plan constitutes the entire agreement and

supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with INC. and LLC, either party may terminate this Plan hereto.

Section 5. Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6. Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

Section 7. Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

DIAZ & ALEXANDER LLC,
a Florida limited liability company

By: _____

Alexander Fernandez, Manager

By: _____

Jose Antonio Diaz, Manager

DIAZ & ALEXANDER, INC.,
a Florida corporation

By: _____

Alexander Fernandez, President

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DIAZ & ALEXANDER
PLAN OF MERGER

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