

L01000017487

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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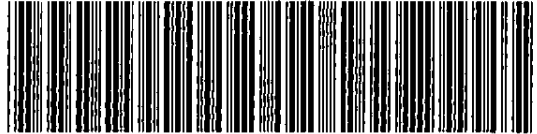
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

FEB 2 2009

EXAMINER



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January 29, 2009

VIA FEDERAL EXPRESS

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: National Litho LLC/KAR Graphics LLC

Dear Sir/Madam:

Enclosed for filing please find the Certificate of Merger between National Litho LLC and KAR Graphics LLC together with check no. 3066 payable to the Department of State in the amount of \$50.00 in payment of the filing fee.

Thank you for your attention to this matter. Should you need anything further in order to file the enclosed Certificate, please contact the undersigned at your earliest convenience.

Very truly yours,

RAFAEL J. SANCHEZ-ABALLI P.A.

Rafael Sánchez-Aballí, Esq.

Enclosures

cc: Carlos A. Valdes (w/o encl.)(via facsimile)

CERTIFICATE OF MERGER

OF

KAR GRAPHICS LLC
(a Florida limited liability company)

with and into

NATIONAL LITHO LLC
(a Florida limited liability company)

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TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida limited liability companies in accordance with §608.4382, Florida Statutes.

1. The name, jurisdiction, document number and entity for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>	<u>Entity Type</u>
KAR Graphics LLC	Florida	L06000082868	Limited liability company

2. The name, jurisdiction, document number and entity for each surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>	<u>Entity Type</u>
National Litho LLC	Florida	L01000017487	Limited liability company

3. The Agreement and Plan of Merger, attached hereto and incorporated herein as Exhibit "A", was approved by each limited liability company that is a party to this merger in accordance with the applicable provision of Chapter 608, Florida Statutes.

4. The merger was approved and adopted by the entities as of January 1, 2009. The effective time and date of the merger shall be the time and date of the filing of the certificate of merger.

5. Signatures of each party to the merger:

MERGING ENTITY

KAR GRAPHICS LLC,
a Florida limited liability company

By: 
Carlos A. Valdes, CEO

SURVIVING ENTITY

NATIONAL LITHO LLC,
a Florida limited liability company

By: 
Carlos A. Valdes, CEO

Dated this 1st day of January, 2009.

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TALLAHASSEE, FLORIDA

Exhibit "A"
Agreement and Plan of Merger

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), dated as of January 1, 2009, is by and between National Litho LLC ("**National Litho**"), a limited liability company organized and existing under the laws of the State of Florida, and by KAR Graphics LLC ("**KAR**") a limited liability company organized and existing under the laws of the State of Florida.

WHEREAS, each of National Litho and KAR are limited liability companies organized and existing under the laws of the state of Florida;

WHEREAS, the Florida Limited Liability Company Act permits a limited liability company to be merged with and into another limited liability company;

WHEREAS, the Board of Managers and all of the Members of each of National Litho and KAR have duly authorized the merger of KAR with and into National Litho pursuant to the terms and conditions of this Agreement; and

WHEREAS, all other conditions precedent to the merger of KAR with and into National Litho have been, or prior to the Effective Time (as defined below), will be, satisfied or validly waived:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, it as agreed as follows:

1. At the Effective Time, KAR shall be merged with and into National Litho, the separate existence of KAR shall cease, KAR shall be the merging entity, National Litho shall be the surviving entity and shall continue in existence pursuant to the Florida Limited Liability Company Act and the merger shall in all respects have the effects provided for by the Florida Limited Liability Company Act. At the Effective Time, National Litho shall assume the assets and obligations of KAR.

2. Each Unit (as defined in the KAR Graphics LLC Operating Agreement) issued by KAR to its Members (as defined in the KAR Graphics LLC Operating Agreement) immediately prior to the Effective Time shall be converted into one Unit (as defined in the National Litho LLC Operating Agreement) of National Litho.

3. The rights of the Members of KAR to acquire additional Units in KAR existing immediately prior to the Effective Time shall be converted into the right to acquire an equal number

of additional Units of National Litho, subject to the terms and conditions set forth in the National Litho LLC Operating Agreement.

4. The Articles of Organization of National Litho at the Effective Time of the merger will be the Articles of Organization of the surviving entity and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Florida Limited Liability Company Act.

5. The Operating Agreement of National Litho at the Effective Time of the merger will be the Operating Agreement of the surviving entity and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Florida Limited Liability Company Act.

6. The managers and the officers in office of National Litho at the Effective Time of the merger shall be the managers and officers of the surviving entity, all of whom shall hold their positions until such election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the National Litho LLC Operating Agreement and the provisions of the Florida Limited Liability Company Act.

7. The Agreement and Plan of Merger herein made and adopted shall be submitted to the members of the merging entity for their adoption or rejection in the manner prescribed by the provisions of the laws of the State of Florida, and the merger of the merging entity with and into the surviving entity shall be authorized in the manner prescribed by the laws of the jurisdiction of incorporation of the surviving entity.

8. In the event that the Plan of Merger shall have been adopted by the members entitled to vote of the merging entity in the manner prescribed by the provisions of the laws of the State of Florida, and in the event that the merger of the merging entity with and into the surviving entity shall have been duly authorized in compliance with the laws of the jurisdiction of the incorporation of the surviving entity, the merging entity and the surviving entity hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

9. The Board of Managers and the authorized officers of the merging entity and of the surviving entity, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.


10. The merger was approved and adopted by the entities as of January 1, 2009. The effective time and date of the merger shall be the time and date of the filing of the certificate of merger (the "Effective Time").

11. At any time prior to the Effective Time, the Board of Managers of each of National Litho and KAR may terminate and abandon this Agreement or may amend, modify or supplement this Agreement in such manner as they may determine, subject to the applicable provisions of the Florida Limited Liability Company Act.

IN WITNESS WHEREOF, each of National Litho and KAR have caused this Agreement and Plan of Merger to be signed by its respective duly authorized officer as of the date first above written.


MERGING ENTITY

KAR GRAPHICS LLC,
a Florida limited liability company

By: 
Carlos A. Valdes, CEO

SURVIVING ENTITY

NATIONAL LITHO LLC,
a Florida limited liability company

By: 
Carlos A. Valdes, CEO

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