

L02000023868

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

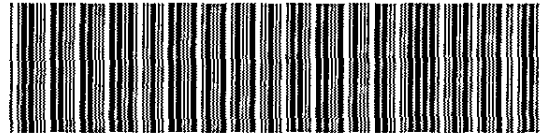
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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October 3, 2007

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

Integrated Global Resources, LLC into Distribution Concepts, LLC

FILE FIRST

**Filing Evidence**

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

**Retrieval Request**

- ☐ Photocopy
- ☐ Certified Copy

**Type of Document**

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

CERTIFICATE OF MERGER  
OF  
INTEGRATED GLOBAL RESOURCES, LLC  
(a Florida limited liability company)  
INTO  
DISTRIBUTION CONCEPTS, LLC  
(a Florida limited liability company)

**FILED**  
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TALLAHASSEE, FLORIDA

The following certificate of merger is submitted in accordance with the Florida Limited Liability Company Act, pursuant to Section 608.4382.

FIRST: Integrated Global Resources, LLC, a Florida limited liability company, document number L02000006306, is the terminating limited liability company (the "Terminating LLC").

SECOND: Distribution Concepts, LLC, a Florida limited liability company, document number L02000023868, is the surviving limited liability company (the "Surviving LLC").

THIRD: The attached Plan of Merger was approved by each domestic limited liability company in accordance with Chapter 608, Florida Statutes.

FOURTH: The merger shall become effective when this Certificate of Merger is filed with the Florida Department of State.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger as of the date first above written.

INTEGRATED GLOBAL RESOURCES, LLC

By: \_\_\_\_\_

Rene A. Garcia, Manager

DISTRIBUTION CONCEPTS, LLC

By: \_\_\_\_\_

Rene A. Garcia, Manager

SIGNATURE PAGE TO CERTIFICATE OF MERGER OF INTEGRATED GLOBAL RESOURCES, LLC  
INTO DISTRIBUTION CONCEPTS, LLC

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into this 3<sup>rd</sup> day of October, 2007, by and between INTEGRATED GLOBAL RESOURCES, LLC, a Florida limited liability company, with its principal office located at 1850 NW 84<sup>th</sup> Avenue, Suite 100, Miami, Florida 33126, (hereinafter referred to as the "Merging Entity"), and DISTRIBUTION CONCEPTS, LLC, a Florida limited liability company, with its principal office located at 1850 NW 84<sup>th</sup> Avenue, Suite 100, Miami, Florida 33126 (hereinafter referred to as the "Surviving Entity").

### WITNESSETH:

WHEREAS, the Merging Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, pursuant to duly authorized action by the sole member of both the Merging Entity and the Surviving Entity, the Merging Entity and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 608.438 of the Florida Limited Liability Company Act.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct in every respect and are incorporated by reference herein.

2. MERGER. Upon the terms and subject to the conditions set forth herein, on the Effective Date (as defined below), the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement, with the Surviving Entity as the surviving entity of the Merger which shall continue its existence under the laws of the State of Florida.

3. EFFECTIVE DATE OF MERGER. The Merger shall be effective upon filing of the Certificate of Merger with the Florida Department of State (the "Effective Date").

4. SURVIVING ENTITY. On and after the Effective Date of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Limited Liability Company Act.

(b) The separate existence of the Merging Entity shall cease, and pursuant to the terms and conditions of Section 608.4383, Florida Statutes, its property shall become the property of the Surviving Entity.

5. **ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.** The terms and conditions of the Merger are that the Articles of Organization and the Operating Agreement of the Surviving Entity shall continue on and after the Effective Date as the Articles of Organization and the Operating Agreement of the Surviving Entity, unimpaired by the Merger, until such Articles of Organization and/or Operating Agreement are changed, altered or amended.

6. **MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS OF THE MERGING ENTITY.** The outstanding membership interests of the Merging Entity shall be converted as follows:

(a) As of the Effective Date, each and every outstanding membership interest in the Merging Entity shall be canceled and extinguished and shall no longer be issued or outstanding, and no membership interests in the Surviving Entity will be issued in respect thereof.

(b) As of the Effective Date, the sole member of the Surviving Entity shall remain as the sole member of the Surviving Entity and all membership interests of the Surviving Entity as of the Effective Date shall thereafter constitute all of the outstanding membership interests of the Surviving Entity.

7. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the sole member of the Merging Entity and the Surviving Entity. Subsequent to the execution of this Agreement by the respective duly authorized officers of the Merging Entity and the Surviving Entity, such officers of the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

8. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and the sole member of the Merging Entity and the sole member of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the

matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

THE MERGING ENTITY:

**INTEGRATED GLOBAL RESOURCES, LLC,**

a Florida limited liability company

By: **JACAVI HOLDINGS, L.L.L.P.,**

a Florida limited liability limited partnership

By: **JACAVI HOLDINGS, INC.,**

a Florida corporation, its general partner

By: \_\_\_\_\_  
Rene A. Garcia, President

THE SURVIVING ENTITY:

**DISTRIBUTION CONCEPTS, LLC,**

a Florida limited liability company

By: **JACAVI HOLDINGS, L.L.L.P.,**

a Florida limited liability limited partnership

By: **JACAVI HOLDINGS, INC.,**

a Florida corporation, its general partner

By: \_\_\_\_\_  
Rene A. Garcia, President

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER