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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 378208 4336650
AUTHORIZATION : *Patricia Riggs*
COST LIMIT : \$ 90.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 30, 2003

ORDER TIME : 12:43 PM

ORDER NO. : 378208-005

CUSTOMER NO: 4336650

CUSTOMER: Ms. Michelle E. Smith
Baker & McKenzie
Suite 1700
1111 Brickell Avenue
Miami, FL 33131

ARTICLES OF MERGER

THE COFFEE BEAN TRADING CO.
USA, INC.

INTO

CBT HOLDINGS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
of
THE COFFEE BEAN TRADING CO. USA, INC.
(a Florida Corporation)

P970000038

With and Into

CBT HOLDINGS, LLC
(a Florida Limited Liability Company)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to Sections 607.1108 and 607.1109, and the Florida Limited Liability Company Act, pursuant to Section 608.4381.

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First: The name of the surviving company is:

CBT HOLDINGS, LLC, a Florida limited liability company

Second: The name of the merging corporation is:

THE COFFEE BEAN TRADING CO. USA, INC., a Florida corporation

Third: The Plan and Agreement of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Plan and Agreement of Merger was adopted by the members and managers of the surviving company on December 24, 2003 in accordance with Section 608.4381 of the Florida Limited Liability Company Act.

Sixth: The Plan and Agreement of Merger was adopted by the shareholders and directors of the merging corporation on December 22, 2003 in accordance with Section 607.1103 and 607.1108 of the FBCA .

Seventh: The address of the principal office of the surviving company is 3000 N.W. 125 Street, Miami, Florida 33167.

IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized representatives this 24 day of December, 2003.

SURVIVING COMPANY:

CBT HOLDINGS, LLC

(a Florida Limited Liability Company)

By: 

Name: Alberto Lensi
Title: Manager

MERGING CORPORATION:

THE COFFEE BEAN TRADING CO. USA,
INC.

(a Florida Corporation)

By: 

Name: Alberto Lensi
Title: Vice-President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Plan and Agreement") is hereby adopted by and between **The Coffee Bean Trading Co. USA, Inc.**, a Florida corporation (the "Merging Corporation"), and **CBT Holdings, LLC**, a Florida limited liability company (the "Company"), for the purpose of merging the Merging Corporation with and into the Company (the "Merger").

NOW, THEREFORE, the Merging Corporation and the Company hereby approve and adopt this Plan and Agreement providing for the Merger as authorized by Section 607.1108 of the Florida Business Corporation Act (the "FBCA") and by Section 608.4381 of the Florida Limited Liability Company Act (the "FLLCA") and upon the terms and subject to the conditions herein.

1. Merger. At the Effective Date (as defined herein) of the Merger, Merging Corporation shall be merged with and into Company. Company shall be the surviving entity of the Merger (hereinafter sometimes referred to as the "Surviving Company") and the separate corporate existence of Merging Corporation shall cease. The Merger shall become effective on the filing of the articles of merger with the Department of State of the State of Florida in accordance with the provisions of the FLLCA and the FBCA (the "Effective Date"). The Merger was approved by the Company in accordance with Chapter 608, Florida Statutes, and was approved by Merging Corporation in accordance with Chapter 607, Florida Statutes. All shareholders of Merging Corporation and all members of the Company have consented to the Merger.

2. Governing Documents. The Operating Agreement of the Company (the "Operating Agreement"), as in effect immediately prior to the Effective Date shall constitute the Operating Agreement of the Surviving Company until thereafter amended in accordance with the provisions thereof and applicable law.

3. Officers and Managers. The persons who are officers and managers of the Company immediately prior to the Effective Date shall continue to be officers and managers of the Surviving Company.

4. Name. The name of the Surviving Company shall be **CBT Holdings, LLC**.

5. Addresses. The address of Merging Corporation is 3000 N.W. 125 Street Miami, FL 33167. The address of the Company is and shall be maintained at 3000 N.W. 125 Street Miami, FL 33167.

6. Registered Office and Registered Agent. The location of the Registered Office of the Surviving Company shall continue to be 1201 Hays Street Tallahassee, Florida 32301. The name of Registered Agent of the Company at that address shall continue to be Corporation Service Company.

7. Succession. At the Effective Date, the separate corporate existence of Merging Corporation shall cease, and the Surviving Company shall possess all the rights, privileges,

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powers and franchises of a public or private nature and be subject to all the restrictions, disabilities and duties of Merging Corporation, and all property, real, personal and mixed, and all debts due to Merging Corporation on whatever account and all other things in action, shall be vested in the Surviving Company.

8. Conversion of Shares; Capitalization of Surviving Company; Dissenter's Rights. At the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof:

(a) All of the shares of Merging Corporation outstanding immediately prior to the Effective Date shall be converted into a 100% interest in the Surviving Company. No other shares or interests of Merging Corporation are outstanding at the time of the Merger.

(b) Pursuant to Section 607.1301 of the FBCA, there are no dissenting shareholders of Merging Corporation or dissenting members of Surviving Company because all of the shareholders of Merging Corporation and all of the members of Surviving Company have consented to this Agreement.

9. Other Provisions with Respect to the Merger. All required acts shall be done in order to accomplish the Merger under the provisions of the laws of the State of Florida.

10. Managers of Company. The name and address of each manager of the Surviving Company is as follows:

Alberto Lensi
3000 N.W. 125 Street
Miami, Florida 33167

11. Further Assurances. If at any time Surviving Company shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in Surviving Company the title to any property or rights of Merging Corporation or to otherwise carry out the provisions hereof, the proper officers and directors of Merging Corporation, as of the effective date of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in Surviving Company and to otherwise carry out the provisions hereof.

12. Abandonment or Amendment. At any time prior to the filing of the Articles of Merger with the Department of State of the State of Florida, the proposed Merger may be abandoned by the parties pursuant to this provision or amended by the action of the parties pursuant to this provision.

13. Approval. This Plan and Agreement has been approved by, and the execution and delivery thereof authorized by, all of the shareholders and the Board of Directors of the Merging Corporation and by all of the members and the Board of Managers of the Surviving Company.

14. Costs. All costs in connection with this Plan and Agreement will be paid by Surviving Company.

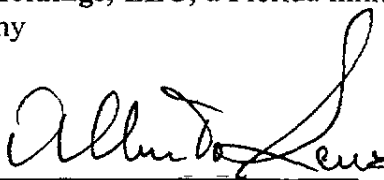
15. Procedure. Each party will in a timely manner follow the procedures provided by Florida law in connection with the statutory merger including the filing of appropriate Articles of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Plan and Agreement.

16. Governing Law. This Plan and Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

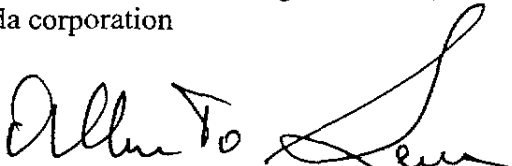
17. Headings. The headings of the several articles herein have been inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation of this Plan and Agreement.

IN WITNESS HEREOF, the undersigned have caused this Plan and Agreement of Merger to be signed on their behalf by their respective authorized representatives on December 24, 2003.

CBT Holdings, LLC, a Florida limited liability company

By: 
Name: Alberto Lensi
Title: Manager

The Coffee Bean Trading Co. USA, Inc., a Florida corporation

By: 
Name: Alberto Lensi
Title: Vice-President