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RECEIVED
08 DEC 12 PM 1:38
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
08 DEC 12 AM 8:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. KOHR

DEC 15 2008

EXAMINER

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: MICHELE HOLDEN

DATE: 12/12/08

REF. #: 000262.96797

CORP. NAME: JERRY'S PLACE, LLC merging into PATHWAY INVESTMENTS, LLC

FILED
08 DEC 12 AM 8:15
TALLAHASSEE, FLORIDA
CLERK OF STATE

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 528612 FOR \$ 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

**Certificate of Merger
For
Florida Limited Liability Company**

FILED
08 DEC 12 AM 8:45
CLERK OF CIRCUIT COURT
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pathway Investments, LLC	Florida	LLC
Jerry's Place, LLC	Florida	LLC
L06000090576		

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pathway Investments, LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

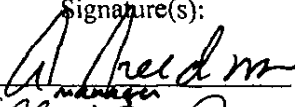
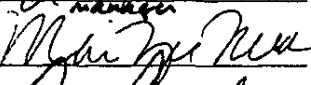
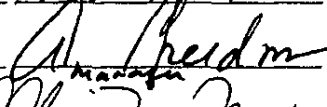

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: N/A

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Pathway Investments, LLC		Alan M. Freedman
		Mai Y. Freedman
Jerry's Place, LLC		Alan M. Freedman
		Mai Y. Freedman

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees:

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 11th day of December, 2008, by and between **JERRY'S PLACE, LLC**, a Florida limited liability company ("Jerry's Place") and **PATHWAY INVESTMENTS, LLC**, a Florida limited liability company ("Pathway"). Jerry's Place and Pathway are sometimes collectively referred to in this Agreement as the "Constituent Companies" and are sometimes referred to individually as a "Constituent Company".

W I T N E S S E T H:

WHEREAS, the Board of Managers of the Constituent Companies deem it advisable and for the general welfare of such entities and its members that Jerry's Place merge with and into Pathway and that Pathway merge Jerry's Place with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

WHEREAS, Jerry's Place, by its Operating Agreement, is owned 100% by Alan M. Freedman and Mai Y. Freedman, tenants by the entirety; and

WHEREAS, Pathway, by its Operating Agreement, is owned 100% by Alan M. Freedman and Mai Y. Freedman, tenants by the entirety.

NOW, THEREFORE, the Constituent Companies, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER.

The Constituent Companies have agreed and do hereby agree each with the other that Jerry's Place shall be merged with and into Pathway, and that Pathway shall merge Jerry's Place with and into itself. Pathway shall be the surviving company in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. EFFECTIVE DATE.

The merger provided for in this Agreement shall become effective and the Constituent Companies shall be deemed to have merged as of the filing of the Articles of Merger with the Florida Secretary of State (the "Effective Date").

3. **MANNER OF CONVERTING SHARES.**

Pursuant to the merger, all of the membership interests of Jerry's Place will be cancelled. No new membership interests in Pathway will be issued. Each membership interest of Pathway that is outstanding on the Effective Date shall continue and remain unchanged as one membership interest of Pathway.

4. **EFFECT OF THE MERGER.**

(a) **Existence of Jerry's Place.** On the Effective Date, the separate existence of Jerry's Place shall cease and it shall be merged with and into Pathway. Thereupon, all the property, real, personal, and mixed, and all interest therein, of Jerry's Place and all debts due to it, shall be transferred to and invested in Pathway without further act or deed and without reversion or impairment. Pathway shall thenceforth be responsible and liable for all the liabilities and obligations of Jerry's Place.

(b) **Articles of Organization.** The Articles of Organization of Pathway, in effect on the Effective Date, shall continue in full force and effect as the Articles of Organization of Pathway and shall not be changed or amended by the merger.

(c) **Operating Agreement.** The Operating Agreement of Pathway as in effect on the Effective Date, shall continue in full force and effect as the Operating Agreement of Pathway and shall not be changed or amended by the merger.

(d) **Managers and Officers.** Until altered by the members or managers, as the case may be, of Pathway, the duly elected managers and officers of Pathway shall continue to serve as the managers and officers of Pathway and shall not be changed or otherwise affected by the merger.

5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the members of the Constituent Companies for approval. The unanimous affirmative vote of each Constituent Company shall be required for such approval.

6. **GENERAL PROVISIONS.**

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) **Headings.** The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Expenses.** Pathway shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) **Amendment; Termination.** This Agreement may be terminated or amended by the mutual consent of the Boards of Managers of each Constituent Company, whether before or after approval of this Agreement by the members of each Constituent Company.

(e) **Further Assurances.** Jerry's Place agrees that from time to time following the Effective Date, as and when requested by Pathway, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as Pathway may deem necessary or desirable, in order more fully to vest in and confirm to Pathway title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each company that is a party hereto has caused its duly authorized officer to execute this Agreement and Plan of Merger.

JERRY'S PLACE, LLC

By: _____

Alan M. Freedman

and

By: _____

Mai Y. Freedman

as Managers

PATHWAY INVESTMENTS, LLC

By: _____

Alan M. Freedman

and

By: _____

Mai Y. Freedman

as Managers