

L04000061326

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09 MAR 20 PM 2:15  
SECRETARY OF STATE  
TALAHASSEE, FLORIDA

S. HAWKES  
MAR 23 2009  
EXAMINER

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** CB Landholdings II, LLC  
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Thomas O. Wells, Esq.

(Contact Person)

Thomas O. Wells, P.A.

(Firm/Company)

540 Biltmore Way

(Address)

Coral Gables, FL 33134

(City, State and Zip Code)

For further information concerning this matter, please call:

Thomas O. Wells

(Name of Contact Person)

at ( 305 ) 444-0016

(Area Code and Daytime Telephone Number)



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**CERTIFICATE OF MERGER of  
CAMET INVESTMENT, LLC, L04000010641  
a Florida limited liability company,  
with and into  
CB LANDHOLDINGS II, LLC, L04000010641  
a Florida limited liability company**

Pursuant Section 608.438 of the Florida Limited Liability Company Act, as amended (the "Florida LLC Act"), CAMET INVESTMENT, LLC, a Florida limited liability company (the "Merging LLC"), and CB LANDHOLDINGS II, LLC, a Florida limited liability company (the "Surviving LLC"), hereby adopt the following Certificate of Merger for the purpose of merging the Merging LLC with and into the Surviving LLC.

1. The Merging LLC shall be merged with and into the Surviving LLC, and the Surviving LLC shall be the surviving entity of the merger, pursuant to that certain Agreement and Plan of Merger by and between the parties dated effective as of January 31, 2009, a copy of which is attached hereto and incorporated herein as Exhibit 1 (the "Plan of Merger").

2. The name of the surviving entity shall be "CB LANDHOLDINGS II, LLC."

3. The Plan of Merger was properly approved, adopted, certified, executed and acknowledged by all of the managers and by all of the members of the Merging LLC and by all of the managers and by a majority-in-interest of the members of the Surviving LLC in accordance with Section 608.4381 of the Florida LLC Act.

4. This merger shall become effective upon the date of filing of the Certificate of Merger with the office of the Florida Secretary of State of Florida (the "Effective Date").

5. The executed Plan of Merger is on file at the principal place of business of the Surviving LLC, the address of which is 5240 South University Drive, Suite 102, Davie, Florida 33328.

6. A copy of the Plan of Merger will be furnished by the Surviving LLC on request and without cost to any member of the Merging LLC or the Surviving LLC.



IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of the Merging LLC and the Surviving LLC by their authorized representatives effective as of January 31, 2009.


**Surviving LLC:**

**CB Landholdings II, LLC**, a Florida limited liability company

By:   
Eduardo Camet, Manager

**Merging LLC:**

**Camet Investment, LLC**, a Florida limited liability company

By:   
Eduardo Camet, Manager

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09 MAR 29 PM 2:15  
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TALLAHASSEE, FLORIDA

## AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

**THIS AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER** (the "Plan of Merger"), dated effective as of this 17<sup>th</sup> day of March, 2009, is made by and between CB LANDHOLDINGS II, LLC, a Florida limited liability company (the "Surviving LLC"), and CAMET INVESTMENT, LLC, a Florida limited liability company (the "Merging LLC").

### WITNESSETH:

**WHEREAS**, the parties executed that certain Agreement and Plan of Merger effective as of January 31, 2009 (the "Original Merger Agreement"); and

**WHEREAS**, the Merging LLC has elected to exercise its right to amend the Original Merger Agreement pursuant to Section 8 of the Original Merger Agreement by reducing the amount payable to David Blessing in connection with such Merger from \$350,000 to \$300,000 payable as set forth herein due to the continued deterioration in the real estate and lending market; and

**WHEREAS**, David Blessing has exercised his appraisal rights with respect to such Merger and although the Surviving LLC believes that the amount payable to Mr. Blessing pursuant to the Plan of Merger greatly exceeds the fair value of his membership interest in the Surviving LLC, such appraisal process will ensure that Mr. Blessing is paid fair value in exchange for his membership interest in the Surviving LLC; and

**WHEREAS**, the parties desire to amend the Original Merger Agreement as provided herein and that the Merging LLC be merged with and into the Surviving LLC, with the Surviving LLC being the surviving entity, in accordance with Section 608.438 of the Florida Limited Liability Company Act, as amended (the "Florida LLC Act");

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth herein, the parties agree as follows:

1. In accordance with the provisions of this Plan of Merger and Section 608.438 of the Florida LLC Act, on the Effective Date (as defined below), the Merging LLC shall simultaneously be merged with and into the Surviving LLC (the "Merger"), the separate existence of the Merging LLC shall cease, and the Surviving LLC shall continue its existence under the laws of Florida under its present name (the "Surviving Entity"). The Merging LLC and the Surviving LLC are collectively referred to herein as the "Constituent Entities." The name and business address of the Surviving Entity is:

CB Landholdings II, LLC  
5240 South University Drive  
Suite 102  
Davie, Florida 33328



2. The Merger shall become effective as of the date of filing of the Certificate of Merger, a copy of which is attached hereto as Exhibit A, with the office of the Florida Secretary of State of Florida (the "Effective Date").

3. The Surviving Entity shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Entities. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. The title to or any interest in any real estate vested in any of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger and shall, upon the Effective Date, be vested in the Surviving Entity. All obligations belonging to or due to each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. The Surviving Entity shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Date.

4. At the Effective Date, by virtue of the Merger, and without any action on the part of the parties or otherwise, (a) the rights and interests held by Eduardo Camet in the Surviving LLC and the Merging LLC shall be automatically converted into all of the membership interests in the Surviving Entity as set forth pursuant to the Amended and Restated Operating Agreement of the Surviving LLC of even date herewith (the "Operating Agreement"); and (b) the rights and interests held by David Blessing in the Surviving LLC shall be automatically converted into cash equal to \$300,000 with \$50,000 paid by check within 90 days after the effective date of this Merger and the remaining \$250,000 paid in two equal annual payments without interest by check commencing one year after the date of the first payment is made hereunder (collectively, the "Cash Consideration").

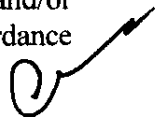
5. The Articles of Organization filed on behalf of the Surviving LLC with Secretary of State of Florida on August 18, 2004 (the "Articles of Organization") and the Operating Agreement shall be the Articles of Organization and Operating Agreement, respectively, for the Surviving Entity.

6. The Surviving LLC and Merging LLC acknowledge and represent that each of them has complied with all applicable provisions under the Florida LLC Act to effectuate the Merger.

7. The consideration transferred by the Merging LLC to and into the Surviving LLC to effectuate this Merger is that the Merging LLC will provide the Cash Consideration as provided in Section 7 above to the extent that the Surviving LLC does not have such financial resources to pay the Cash Consideration referenced herein.

8. The managers of the Surviving LLC and the Merging LLC may abandon and/or amend this Plan of Merger, or the terms hereof, at any time prior to the Effective Date, in accordance with the Florida LLC Act.

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09 MAR 22 PM 2:15  
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TALLAHASSEE, FLORIDA



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

**Surviving LLC:**

**CB Landholdings II, LLC**, a Florida limited liability company

By:   
Eduardo Camet, Manager

**Merging LLC:**

**Camet Investment, LLC**, a Florida limited liability company

By:   
Eduardo Camet, Manager

**FILED**  
09 MAR 26 PM 2:16  
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