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From:

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MERGER OR SHARE EXCHANGE

OLI, LLC

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10/20/2004

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**ARTICLES OF MERGER  
OF  
OLI, INC.,  
a Delaware corporation,  
WITH AND INTO  
OLI, LLC,  
a Florida limited liability company**

Pursuant to the provisions of Section 608.438 of the Florida Statutes, Oli, Inc., a Delaware corporation, and Oli, LLC, Florida limited liability company, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

- FO4 - 4178  
LO4 - 75604
- (i) Oli, Inc., a Delaware corporation (the "Merging Entity"), and
  - (ii) Oli, LLC, a Florida limited liability company ("the Surviving Entity").

2. The Merging Entity is hereby merged with and into the Surviving Entity and the separate existence of the Merging Entity shall cease. The Surviving Entity is the surviving entity in the merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

3. The Agreement and Plan of Merger was approved by the board of directors of the Merging Entity and duly adopted by the sole shareholder of the Merging Entity by written consent of even date herewith, in accordance with the applicable laws of the State of Delaware.

4. The Agreement and Plan of Merger was approved by the sole manager of the Surviving Entity and duly adopted by the sole member of the Surviving Entity by written consent of even date herewith, in accordance with the applicable laws of the State of Florida.

5. The Merger shall become effective upon the filing of these Articles of Merger.

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**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

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The parties have caused these Articles of Merger to be executed on October \_\_, 2004

**MERGING ENTITY:**

**OLI, INC.**

By: 

Carlos M. de Cespedes, Chief Executive Officer

**SURVIVING ENTITY:**

**OLI, LLC**

By: 

Mike Tomas, Manager

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**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "**Agreement**") is made and entered into as of the \_\_\_\_ day of October, 2004, by and among Oli, Inc., a Delaware corporation (the "**Merging Entity**"), and Oli, LLC, a Florida limited liability company (the "**Surviving Entity**").

**WITNESSETH:**

**WHEREAS**, the Merging Entity is a corporation duly organized and existing under and by virtue of the laws of the State of Delaware; and

**WHEREAS**, the Surviving Entity has been organized for the purpose of continuing the activities of the Merging Entity subsequent to the Merger contemplated hereby and 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 their respective members, managers, shareholders and directors (as applicable) 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 applicable law.

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

1. **MERGER.** The Merging Entity and the Surviving Entity agree that 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 and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity in the merger.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) 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 as are provided by the Florida Statutes.

(b) The Merging Entity shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

(c) The manager of the Surviving Entity is Mike Tomás (the "Manager"). The address of the Manager is 312 Minorca Avenue, Coral Gables, Florida 33134.

(d) The sole member of the Surviving Entity is The Astri Group, LLC, a Florida limited liability company (the "Sole Member").

3. **CHARTER DOCUMENTS.** As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

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(a) Articles of Organization. The Articles of Organization of the Surviving Entity shall continue as the Articles of Organization of the Surviving Entity.

(b) LLC Operating Agreement. The Limited Liability Company Operating Agreement of the Surviving Entity shall continue as the Limited Liability Company Operating Agreement of the Surviving Entity.

4. MANNER AND BASIS OF CONVERTING SHARES. At the Effective Time, (i) all shares of capital stock of the Merging Entity outstanding immediately prior thereto shall no longer be outstanding and automatically shall be cancelled and retired and shall cease to exist, and no membership interests of the Surviving Entity or other property will be issued in exchange therefor, and (ii) any outstanding membership interests of the Surviving Entity shall remain outstanding and the Sole Member shall continue to own the same number of membership interests of the Surviving Entity as the Sole Member did prior to the Effective Time.

5. APPROVAL. The Merger contemplated by this Agreement has previously been submitted to and approved by the respective members, managers, shareholders and directors (as applicable) of the Merging Entity and the Surviving Entity. The proper managers, members, shareholders and directors (as applicable) of the Merging Entity and the Surviving Entity, shall be, and hereby are, 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.

6. EFFECTIVE TIME OF MERGER. The Merger shall be effective at the time specified in the Articles of Merger filed with the Secretary of State of Florida (the "Effective Time").

7. MISCELLANEOUS.

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

(b) No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Entity and the members 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.

(d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original instrument, but all of such counterparts together shall constitute but one Agreement.

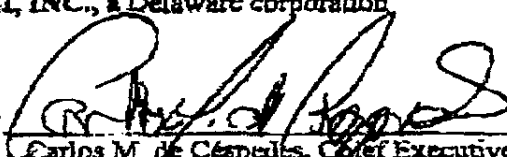
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be entered into as of the date first above written.

OLI, INC., a Delaware corporation

By:   
Carlos M. de Céspedes, Chief Executive Officer

OLI, LLC, a Florida limited liability company

By:   
Mike Tomás, Manager

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