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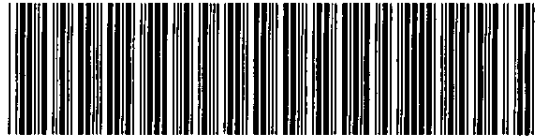
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EXAMINER

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TALLAHASSEE, FLORIDA

 OLGA E. PARRA
 Attorney at Law

By Federal Express

December 15, 2008

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

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TALLAHASSEE, FLORIDA

Re: Certificate of Merger resulting in CreditMax LLC, as the surviving entity

Dear Sirs and Madams:

The enclosed Certificate of Merger of CreditMax LLC and CreditMax Two, LLC, both Florida limited liability companies, is submitted for filing. Also, please find enclosed with this letter a check payable to the Florida Division of Corporations for eighty dollars (\$80.00). The check represents the requisite fee for filing the Certificate of Merger of fifty dollars (\$50.00), plus thirty dollars (\$30.00) for a certified copy of the Certificate of Merger with the appropriate recording information. Also enclosed is a stamped self addressed envelope.

Please return all correspondence concerning this matter to the following:

Law Offices of Olga E. Parra, P.A.
Olga E. Parra, Esq.
1010 Scarlet Oak Street
Hollywood, Florida 33019
954.926.7563 Phone
954.924.0736 Fax
oparra@gate.net

For further information concerning this matter, please contact Olga E. Parra, Esq. pursuant to the contact information provided above.

Thank you in advance for your time and attention to this matter.

Sincerely,
Law Offices of Olga E. Parra, P.A.



Olga E. Parra, Esq.

CERTIFICATE OF MERGER
For
FLORIDA LIMITED LIABILITY COMPANIES

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This Certificate of Merger is submitted to merge the Florida limited liability companies identified in the first article of this Certificate of Merger in accordance with Section 608.4382, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction and entity type for each merging party are as follows:

CreditMax LLC, a Florida limited liability company with a street address of 625 North Flagler Drive, Suite 625, West Palm Beach, Florida 33401, a Florida Document/Registration Number of L04000086915 and a FEI Number of 20-1952529; and

CreditMax Two LLC, a Florida limited liability company, with a street address of 625 North Flagler Drive, Suite 625, West Palm Beach, Florida 33401, a Florida Document/Registration Number of L08000025061 and a FEI Number, which is pending.

SECOND: The exact, name, street address of its principal office, jurisdiction and entity type of the surviving entity are as follows:

CreditMax LLC, a Florida limited liability company with a street address of 625 North Flagler Drive, Suite 625, West Palm Beach, Florida 33401, a Florida Document/Registration Number of L04000086915 and a FEI Number 20-1952529.

THIRD: The attached Agreement and Plan of Merger was approved by each of the limited liability companies that is a party to the Agreement and Plan of Merger in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger was approved by each of the limited liability companies that is a party to the merger (the "Merger") in accordance with the applicable laws of the State of Florida. The State of Florida is the jurisdiction in which each such entity was formed and by which it is governed.

FIFTH: The Merger shall become effective as of 12:01 a.m., January 1, 2009.

SIXTH: CreditMax LLC, the surviving entity has agreed pursuant to the Agreement and Plan of Merger to pay the dissenting members of each of the limited liability companies that is a party to the Merger the amount, if any, to which such members may be entitled under section 608.4384 of the Florida Statutes.

SEVENTH: The Merger is permitted under and is consistent with the laws of the State of Florida, which is the applicable jurisdiction with respect to each of the parties to the Agreement and Plan of Merger. The Merger is not prohibited by any agreement to which any of the parties to the Merger may be bound or by any regulations or articles of organization by which any of such parties are governed.

EIGHTH: This Certificate of Merger complies and was executed in accordance with the laws of the State of Florida.

NINTH: The undersigned parties to the merger pursuant to the Plan of Merger hereby set their hands and seals:

CreditMax LLC, a Florida limited liability company

By: Michael Bernstein
Name: Michael Bernstein
Title: Manager

CreditMax Two, LLC, a Florida limited liability company

By: Michael Bernstein
Name: Michael Bernstein
Title: Manager

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made this 8th day of December 2008 by and among CreditMax LLC, a Florida limited liability company ("CreditMax" or the "Surviving Entity"), CreditMax Two, LLC, a Florida limited liability company (the "Merger Sub"), and CMAX Holdings, LLC, a Florida limited liability company (the "Parent").

RECITALS

The Parent is the parent and sole member of the Merger Sub. The Merger Sub was formed for the purpose of completing the transactions contemplated by this Agreement;

The Parent and CreditMax wish for CreditMax to merge into the Merger Sub so that, as a result of such merger, the Parent shall become the parent and sole member of CreditMax, as the Surviving Entity, and the members of CreditMax shall become the members of the Parent without any change in the number of units or the percentage of membership interests that each of such members currently owns in CreditMax;

The sole manager and all of the members of each of CreditMax, the Merger Sub and the Parent have determined that an acquisition of CreditMax by the Merger Sub and the merger of CreditMax into the Merger Sub, upon the terms and subject to the conditions set forth in this Agreement, would be fair and in their best interests; and

The sole manager and all of the members of each of CreditMax, the Merger Sub and the Parent have approved this Agreement consistent with the terms of their respective operating agreements and the requirements of the Florida Limited Liability Company Act, as amended, Florida Statutes Sections 608.401 through 608.705 (the "Act").

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which hereby acknowledged the parties hereto hereby agree as follows.

ARTICLE I THE MERGER

Section 1.1 The Merger.

- (a) Subject to the terms and conditions set forth in this Agreement and in accordance with the Act, at 12:01 a.m., eastern standard time, on January 1, 2009 (the "Effective Time"), the membership interests of each of the members of CreditMax shall be cancelled and converted into the right to receive membership interests in the Parent. Each member of CreditMax shall be allocated the same number of units and the same percentage of membership interests in the Parent that such member owned in CreditMax immediately prior to such merger. At the Effective Time, the membership interests in CreditMax shall cease to exist and all of the members of CreditMax shall have no further rights with respect thereto, except for the right to receive membership interests in the Parent in accordance with this Agreement.

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- (b) Notwithstanding subsection (a) above, the membership interests of each member of CreditMax who is entitled to appraisal rights under the Act, and who has properly exercised and perfected and not subsequently withdrawn or lost or waived such member's right to demand payment with respect thereto in accordance with the Act (the "Dissenting Members"), shall not be converted into membership interests in the Parent and the Dissenting Members shall be entitled only to such dissenters' rights as are granted to the Dissenting Members by Section 608.4352 of the Florida Statutes. Each Dissenting Member who becomes entitled to payment for such Dissenting Member's membership interest pursuant to the Act shall receive payment therefor from the Surviving Entity in accordance with the Act.

Section 1.2 Effective Time. At the Effective Time, CreditMax shall merge into the Merger Sub and the Merger Sub's legal existence shall cease and CreditMax shall become the Surviving Entity. The parties to this Agreement shall complete the Certificate of Merger consistent with this Agreement, and shall submit the same for recording to the Florida Department of State, prior to the Effective Time.

Section 1.3 Effect of Merger. The Merger shall have the effect set forth in Section 608.4383 of the Florida Statutes. Without limiting the generality of the foregoing and subject thereto at the Effective Time all the properties, rights, privileges, powers and franchises of CreditMax and the Merger Sub shall vest in the Surviving Entity, and all debts, liabilities and duties of CreditMax and the Merger Sub shall become the debts, liability and duties of the Surviving Entity.

Section 1.4 Operating Agreement. Pursuant to the merger contemplated by this Agreement, the Articles of Organization of CreditMax, as in effect immediately prior to the Effective Time, shall become the Articles of Organization of the Surviving Entity from and after the Effective Time and the Surviving Entity shall adopt the Operating Agreement of the Merger Sub and the Parent shall adopt the Operating Agreement of CreditMax.

Section 1.5 Restrictions on Resale. The membership interests of the Surviving Entity and the Parent pursuant to the merger contemplated by this Agreement shall not be registered under any state or federal securities laws, including the Securities Act of 1933, and cannot be transferred, hypothecated, sold or otherwise disposed of, unless such membership interests are properly registered under applicable state and federal securities laws or an exemption therefrom is available and all of the requirements contained in the Articles of Organization and the Operating Agreement of the Surviving Entity and the Parent, respectively, applicable to such transfer, hypothecation, sale or disposition are complied with.

Section 1.6 Exchange of Certificates. After the Effective Time, each holder of a membership interest in CreditMax shall be entitled to receive a certificate representing the same number of units and proportionate share of membership interests in the Parent to which such member is entitled pursuant to this Agreement, provided that if such member's membership interest in CreditMax was evidenced by a certificate, then such certificate must be surrendered to the manager of CreditMax prior to the receipt by such member of a certificate representing such member's membership interests in the Parent. If such certificate has been lost or stolen, then such member shall deliver to the manager of

CreditMax a sworn affidavit to that effect and an agreement to indemnify all of the parties to this Agreement in the event of any loss or liability resulting from any person claiming rights as a result of such lost or stolen certificate, including the right to receive a membership interest in the Parent.

Section 1.7 Exchange Procedures. Promptly after the Effective Time, the manager of CreditMax shall mail to each holder of record of a membership interest in CreditMax, instructions for use in surrendering such member's membership interests in CreditMax and receiving the membership interests in the Parent to which such member is entitled pursuant to this Agreement.

ARTICLE II REPRESENTATION AND WARRANTIES

Section 2.1 Representations and Warranties of CreditMax. CreditMax warrants and represents as follows:

- (a) CreditMax is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate power and authority to conduct its business as presently conducted by it and to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement. CreditMax has the power to own its properties and to carry on its business as now being conducted.
- (b) The execution, delivery and performance of this Agreement by CreditMax has been duly authorized by all necessary action and this Agreement constitutes the valid and binding obligation of CreditMax enforceable in accordance with its terms, except as enforceability may be affected by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights. The execution and consummation of the transactions contemplated by this Agreement will not violate any provisions of applicable law.
- (c) The sole manager and all of the members of CreditMax have approved this Agreement and the transactions contemplated hereby.

Section 2.2 Representation and Warranties of the Merger Sub. The Merger Sub warrants and represents as follows:

- (a) The Merger Sub is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate power and authority to conduct its business as presently conducted by it and to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement. The Merger Sub has the power to own its properties and to carry on its business as now being conducted.
- (b) The execution, delivery and performance of this Agreement by the Merger Sub has been duly authorized by all necessary action and this Agreement constitutes the valid and binding obligation of the Merger Sub enforceable in accordance with its terms,

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except as enforceability may be affected by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights. The execution and consummation of the transactions contemplated by this Agreement will not violate any provisions of applicable law.

- (c) The sole manager and all of the members of the Merger Sub have approved this Agreement and the transactions contemplated hereby.

Section 2.3 Representations and Warranties of the Parent.

- (a) The Parent is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate power and authority to conduct its business as presently conducted by it and to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement. The Parent has the power to own its properties and to carry on its business as now being conducted.
- (b) The execution, delivery and performance of this Agreement by the Parent has been duly authorized by all necessary action and this Agreement constitutes the valid and binding obligation of the Parent enforceable in accordance with its terms, except as enforceability may be affected by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights. The execution and consummation of the transactions contemplated by this Agreement will not violate any provisions of applicable law.
- (c) The sole manager and all of the members of the Parent have approved this Agreement and the transactions contemplated hereby.

ARTICLE III MISCELLANEOUS

- Section 3.1 Governing Law.** This Agreement shall be governed by the laws of the State of Florida. In the event of litigation concerning this Agreement, venue will be Palm Beach County, Florida.
- Section 3.2 Severability.** In the event any provision or section of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision or section contained in this Agreement.
- Section 3.3 Entire Agreement.** This Agreement embodies the full and complete understanding of the parties hereto and supersedes any and all previous agreements, written or oral relating to the transactions contemplated hereby.
- Section 3.4 Notices.** All notices given hereunder shall be in writing and shall be deemed to have been given when personally delivered personally or by federal express or other similar over night courier service addressed as follows:

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If to CreditMax:

CreditMax LLC
625 North Flagler Drive, Suite 625
West Palm Beach, FL 33401
Attn: Michael Bernstein, Manager

If to the Merger Sub:

CreditMax Two, LLC
625 North Flagler Drive, Suite 625
West Palm Beach, FL 33401
Attn: **Michael** Bernstein, Manager

If to the Parent:

CMAX Holdings, LLC
625 North Flagler Drive, Suite 625
West Palm Beach, FL 33401
Attn: Michael Bernstein, Manager

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- Section 3.5 Counterparts.** This Agreement may be executed in counterparties each of which will be deemed an original and all of which, when, taken together will constitute but one and the same instrument. A facsimile signature shall have the same effect as an original signature.
- Section 3.6 Attorneys' Fees and Costs.** The prevailing party shall be entitled to be reimbursed for all expenses, including legal fees, court costs and related expenses, incurred to enforce any provision of this Agreement or in any litigation related to this Agreement.
- Section 3.7 Abandonment.** Notwithstanding the prior approval to this Agreement, the merger planned pursuant to this Agreement may be abandoned, prior to the filing of the certificate of merger with the Florida Department of State, by any one or more of CreditMax, the Merger Sub or the Parent, which are a party to this Agreement by the affirmative vote of the manager of any one or more of such companies seeking abandonment without further action from the members of such company or companies. The Company seeking such abandonment shall provide written notice to the other Companies no later than five (5) business days prior to the Effective Time advising such companies of its intent. Upon delivery of such notice, this Agreement shall be considered null and void and of no further force or effect.
- Section 3.8 Amendments.** This Agreement may not be amended, except with the written consent of all of the members of each of CreditMax, the Merger Sub and the Parent, except to the extent that such amendment does not affect any of the substantive rights of such members hereunder.

IN WITNESS WHEREOF the parties have set their hands and seals as of the date first above written.

CreditMax LLC

By: Michael Bernstein
Name: Michael Bernstein
Title: President

CreditMax Two, LLC

By: Michael Bernstein
Name: Michael Bernstein
Title: President

CreditMax Holdings, LLC

By: Michael Bernstein
Name: Michael Bernstein
Title: President

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