

LOS 7000 86304

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000150946 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)205-0380

From:
Account Name : WINDERWEEDIE, HAINES, WARD & WOODMAN, P.A.
Account Number : 076077002775
Phone : (407)246-8450
Fax Number : (407)423-7014

RECEIVED
06 JUN -6 AM 8:00
DIVISION OF CORPORATIONS

FILED
2006 JUN -6 AM 9:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

GENERAL DEVELOPMENT GROUP, LLC

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$131.25

\$96.00

Electronic Filing Menu

Corporate Filing Menu

Help

LOS-86304
TK

**General Development Group, LLC,
a Florida limited liability company**

Articles of Merger

Pursuant to Section 607.1105 and Section 608.4382 of the Florida Statutes, The Hailee Group, Inc., a Florida corporation ("Hailee"), and General Development Group, LLC, a Florida limited liability company ("GDG"), enter into and adopt these Articles of Merger for the purpose of effecting the merger of Hailee with and into GDG. GDG shall be the surviving entity of the merger.

1. The Agreement and Plan of Merger dated May 22, 2006 by and between Hailee and GDG (the "Agreement and Plan of Merger") was approved and adopted by the unanimous written consent of the Board of Directors of Hailee as of May 22, 2006. The Agreement and Plan of Merger was approved and adopted by the written consent of the sole shareholder of Hailee as of May 22, 2006.

2. The Agreement and Plan of Merger was approved and adopted by the sole Manager of GDG as of May 22, 2006. The Agreement and Plan of Merger was approved and adopted by a majority-in-interest of the members of GDG as of May 22, 2006.

3. The Agreement and Plan of Merger is attached hereto as Exhibit A.

4. Pursuant to the Agreement and Plan of Merger, among other things, the Articles of Organization of GDG as in effect immediately prior to the effective date of the merger contemplated by the Agreement and Plan of Merger shall be the Articles of Organization of the surviving entity until they shall thereafter be altered, amended or repealed in accordance with law and such Articles of Organization of the surviving entity.

5. The effective date of the merger contemplated by the Agreement and Plan of Merger is the date of filing of these Articles of Merger.

IN WITNESS WHEREOF, each of the undersigned entities, by and through its respective undersigned officer or Manager thereunto duly authorized, has executed these Articles of Merger as of May 22, 2006.

The Hailee Group, Inc.

By

Michael E. Lewis, President

General Development Group, LLC

By

Michael E. Lewis, Manager

802-56144
605-84304

2006 JUN -6 AM 9:18

FILED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

((C H06000150946 3)))

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of May 22, 2006, by and between General Development Group, LLC, a Florida limited liability company ("GDG" or the "Surviving Entity"), and The Hailee Group, Inc., a Florida corporation ("Hailee"). GDG and Hailee are hereinafter sometimes collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the Manager of GDG and the Board of Directors of Hailee deems it advisable and in the best interest of such entities and their respective equity holders that Hailee merge with and into GDG as provided herein (the "Merger") and by resolutions duly adopted have approved and adopted the form, terms and provisions of this Agreement and Plan of Merger (the "Agreement");

WHEREAS, the sole shareholder of Hailee has approved and adopted this Agreement and the Merger; and

WHEREAS, a majority-in-interest of the members of GDG have approved and adopted this Agreement and the Merger;

NOW, THEREFORE, in consideration of the premises and the respective agreements of the parties hereinafter set forth, each of the parties agrees as follows:

1. The Merger.

(a) Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger, Hailee shall be merged with and into GDG, and GDG shall be the Surviving Entity of the Merger. The existence of GDG with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger, and as the Surviving Entity, GDG shall be governed by the laws of the State of Florida and succeed to all of the rights, assets, liabilities and obligations of Hailee. The separate existence and corporate organization of Hailee shall cease upon the Effective Date of the Merger, and thereafter GDG shall continue as the Surviving Entity under the laws of the State of Florida.

(b) The Surviving Entity, without further act or deed, shall (i) have the purposes and shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of each of the Constituent Entities and neither the rights of creditors nor any liens upon the property of either of them shall be impaired by the Merger; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, whatever located, belonging to each of the Constituent Entities; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Entities existing immediately prior to the Effective Date. The title to any real estate or any interest therein vested in either of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger.

((C H06000150946 3)))

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2006 JUN -6 AM 9:19

FILED

(((H060001509463)))

2. Articles of Organization of the Surviving Entity. The Articles of Organization of GDG as in effect immediately prior to the Effective Date of the Merger shall be the Articles of Organization of the Surviving Entity until they shall thereafter be altered, amended or repealed in accordance with law and such Articles of Organization of the Surviving Entity.

3. Manager of the Surviving Entity. The name and business address of the sole Manager of the Surviving Entity is as follows:

Michael E. Lewis
1485 International Parkway
Suite 1001
Heathrow, Florida 32746

4. The Status and Conversion of Shares. On the Effective Date of the Merger, all of the shares of common stock, \$.0001 par value, of Haike that are issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into a 1% limited liability company interest in the Surviving Entity.

5. Effective Date of the Merger. The Merger shall become effective upon the filing of Articles of Merger with the Department of State of the State of Florida. The terms "Effective Date" or "Effective Date of the Merger" as used herein shall mean the date and time at which the Merger becomes effective.

6. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

7. Benefits; Binding Effect. This Agreement shall be for the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and assigns.

8. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supercedes all previous discussions, negotiations and agreements, both oral and written, with respect to such subject matter.

9. Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part, or to affect the meaning or interpretation, of this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

(((H060001509463)))

FILED

2006 JUN - 6 AM 9:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

06/06/08 10:34 FAX

005

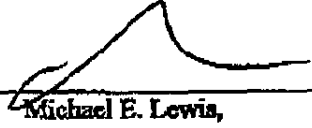
((H06000150946 3)))

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the date first written above.

General Development Group, LLC

By 
Michael E. Lewis,
Manager

The Hailee Group, Inc.

By 
Michael E. Lewis,
President

FILED

2006 JUN -6 AM 9:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

((H06000150946 3)))