

SENT BY: WERMUTH;
Division of Corporations

305-758982

JAN-9-07 1:03PM;

PAGE 1
Page 1 of 1

L06000098308

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.

(((H07000005956 3)))



H07000005956ABC%

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

RECEIVED

07 JAN -9 AM 8:00

Division of Corporations
Fax Number : (950) 205-0380
From:
Account Name : WERMUTH LAW, P.A.
Account Number : I20020000138
Phone : (305) 715-7157
Fax Number : (305) 715-8982

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 JAN -9 A 8:39

FILED

MERGER OR SHARE EXCHANGE

Cedar Lofts Alliance, LLC

Certificate of Status	1
Certified Copy	0
Page Count	08
Estimated Charge	\$113.75

\$55.00

Electronic Filing Menu

Corporate Filing Menu

Help

H07000005956 3

**CERTIFICATE OF MERGER OF
CEDAR LOFTS, a Florida Limited Liability Company,**

into

CEDAR LOFTS ALLIANCE, LLC., a Florida Limited Liability Company

CERTIFICATE OF MERGER between CEDAR LOFTS, a Florida limited liability company ("CEDAR LOFTS") and CEDAR LOFTS ALLIANCE, LLC., a Florida limited liability company ("CEDAR LOFTS ALLIANCE").

Having the unanimous written consent of the members in accordance with §608.4381 of the Florida Limited Liability Company Act (the "Act"), this Certificate of Merger is submitted to merge CEDAR LOFTS and CEDAR LOFTS ALLIANCE in accordance with § 608.4382 of the Act.

Article I Company Information

The exact name and jurisdiction of each merging entity are as follows:

<u>Disappearing Entity:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
Cedar Lofts, LLC 1569 N.W. 82 nd Avenue Miami, Florida 33126	Florida	Limited Liability Company

Secretary of State File Number: L05000060741

<u>Surviving Entity:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
Cedar Lofts Alliance, LLC 1569 N.W. 82 nd Avenue Miami, Florida 33126	Florida	Limited Liability Company

Secretary of State File Number: L06000098308

Article II Approvals

The Agreement and Plan of Merger, a copy of which is attached hereto and incorporated by this reference as if fully set forth herein, meets the requirements of § 608.4381 of the Act, and was approved by CEDAR LOFTS and CEDAR LOFTS ALLIANCE in accordance with the Act.

H07000005956 3

2007 JAN - 9 A: 8: 39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

H07000005956 3

Article III Effective Date

The merger shall become effective as of the date this Certificate of Merger is filed with Florida Department of State.

IN WITNESS WHEREOF, the parties have executed this Certificate of Merger on October __, 2006.

CEDAR LOFTS, LLC.

a Florida Limited Liability Company

By: [Signature]
Name: Edwards Caballes
Title: Managing Member
JAXI CMD, LLC., Manager

By: [Signature]
Name: Abel Ramirez
Title: Managing Member
JAXI CMD, LLC., Manager

FILED
2007 JAN -9 A 8:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CEDAR LOFTS ALLIANCE, LLC.

a Florida Limited Liability Company

By: [Signature]
Name: Edwards Caballes
Title: Managing Member
JAXI CMD, LLC., Manager

By: [Signature]
Name: Abel Ramirez
Title: Managing Member
JAXI CMD, LLC., Manager

H07000005956 3

H07000005956 3

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is made as of October __, 2006, by and between, Cedar Lofts, LLC., a Florida limited liability company ("Disappearing Entity") located at 1569 N.W. 82nd Avenue Miami, Florida 33126, and Cedar Lofts Alliance, LLC., a Florida limited liability company ("Surviving Entity") located at 1569 N.W. 82nd Avenue Miami, Florida 33126. The Disappearing Entity and Surviving Entity are sometimes referred to herein collectively as the "Constituent Entities").

WHEREAS, the Constituent Entities are Florida limited liability companies which desire to enter into this Agreement and Plan of Merger to continue the combined businesses of the Constituent Entities and intend that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code;

WHEREAS, this Agreement and Plan of Merger is submitted in compliance with §608.438 et seq. of the Florida Limited Liability Company Act (the "Act");

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

ARTICLE I. MERGER

Disappearing Entity shall merge with and into Surviving Entity in accordance with the laws of the State of Florida and this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into Surviving Entity. The existence of Surviving Entity shall remain unimpaired as the surviving limited liability company following the merger.

ARTICLE II. SURVIVING ENTITY

Section 2.1 Name. The name of the Surviving Entity shall be Cedar Lofts Alliance, LLC.

Section 2.2 Principal Office of Surviving Entity. The principal office of Surviving Entity shall be the current principal office of Surviving Entity, located at 1569 N.W. 82nd Avenue Miami, Florida 33126.

Section 2.3 Purpose of Surviving Entity. The purpose of the Surviving Entity shall be to engage in any lawful act or activity authorized pursuant to the Operating Agreement of the Surviving Entity and for which a limited liability company may be organized under the law of Florida.

Section 2.4 Resident Agent of Surviving Entity. The Surviving Entity's initial registered agent for service of process and initial registered office in the State of Florida shall be Jaxi CMD, L.L.C., located at 1569 N.W. 82nd Avenue, Miami, FL, 33126.

H07000005956 3

FILED
001 JAN - 9 2006
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HO700005956 3

Section 2.5 Effective Date. The merger shall become effective on the date that (a) this Agreement has been approved by the Managers and Members of Disappearing Entity and Surviving Entity in accordance with the laws of the State of Florida; and (b) the Certificate of Merger, in substantially the form attached hereto as Exhibit 1 ("Articles of Merger"), have been signed and filed with the Florida Secretary of State pursuant to Florida law (the "Effective Date"); provided, however, that no event giving either party the right to terminate this Agreement shall have occurred prior to such date.

Section 2.6 Articles of Organization/Operating Agreement. Upon the merger of the Constituent Entities on the Effective Date, the Articles of Organization and the Operating Agreement of Surviving Entity shall remain unchanged and shall continue to be the Articles of Organization and Operating Agreement of Surviving Entity, unless or until such Articles of Organization and/or Operating Agreement are duly repealed, amended, replaced, superseded, or modified.

Section 2.7 Future Operations. Subject to the changes that the Manager of Surviving Entity in its judgment may deem appropriate, the parties intend that after the Effective Date the business presently conducted by Disappearing Entity shall continue in substantially its present form as the business of the Surviving Entity.

Section 2.8 Manager. Subject to the terms of the Operating Agreement of the Surviving Entity, the business and affairs of the Surviving Entity shall continue to be managed under the direction of Jaxi CMD, LLC.

Section 2.9 Merger of Interests and Assumption of Liabilities. Effective Date, the Constituent Entities shall be deemed merged pursuant to the Act. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving Entity without further act or deed; but Surviving Entity shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Entities, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Surviving Entity. When requested by Surviving Entity, Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving Entity to be necessary in order to vest Surviving Entity with title to and possession of all rights and property of Disappearing Entity.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Each of the Constituent Entities represents and warrants to the other (solely as to matters relating to the party making the representation or warranty) as follows:

- (a) It is organized and in good standing under the laws of the State of Florida;

HO700005956 3

FILED
JAN 9 8 30 AM '07
RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Es CR

H0700005956 3

(b) Its execution of this Agreement and the consummation of the transactions contemplated by this Agreement have been approved by its Members and Manager. On approval by its Members and Manager in accordance with law, no further action is necessary under the Act to make this Agreement valid and binding upon it.

ARTICLE IV. MANNER OF CONVERTING INTERESTS

The manner and basis of converting the membership interests in the Disappearing Entity into Membership Interests, obligations, or other securities of the Surviving Entity or any other entity, or in whole or in part into cash or other property and the manner and basis of converting rights to acquire Membership Interests in the Disappearing Entity into rights to acquire shares, obligations, or other securities of the Surviving Entity or any other entity or, in whole or in part, into cash or other property are as follows: All Membership Interests in the Disappearing Entity existing immediately prior to the Effective Date will be canceled and extinguished and automatically converted into validly issued, fully paid and nonassessable Membership Interests in the Surviving Entity in the ratio of 1 to 1.

FILED
JAN 9 12 08 39
STATE OF FLORIDA

ARTICLE V. RIGHT TO ABANDON MERGER

The Manager of each of the Constituent Entities shall have the power, in its discretion, to abandon the merger provided for herein prior to the filing of the Articles of Merger with the Florida Secretary of State.

ARTICLE VI. FEDERAL SECURITIES ACT EXEMPTION

The Membership Interests of the Surviving Entity to be issued pursuant to this Agreement shall not have been registered under the Securities Act of 1933, as amended (the "Securities Act") or any other securities laws (the "OSL"), and may not be offered or sold except (a) pursuant to an effective registration statement under the Securities Act or OSL, or (b) an applicable exemption from registration under the Securities Act and under the OSL.

ARTICLE VII. DISSENTERS' RIGHTS

Members of the Disappearing Entity shall be entitled to dissenters' rights as provided in the Act, which rights shall be subject to the following terms and conditions:

(a) Members of the Disappearing Entity shall have the right to perfect dissenters' rights as provided for in the Act. Membership Interests of dissenting Members ("Dissenting Interests") shall not be converted into membership interests of the Surviving Entity but shall be converted into the right to receive such consideration as may be determined to be due under the Act.

H0700005956 3

GR

H0700005956 3

(b) Disappearing Entity shall give Surviving Entity prompt notice of any demand received by Disappearing Entity for appraisal of Dissenting Interests, and Surviving Entity shall have the right to participate in all negotiations and proceedings with respect to such demand. Except with the prior written consent of Surviving Entity or as required under the Act, Disappearing Entity will not voluntarily make any payment with respect to, or settle or offer to settle, any such demand for appraisal.

(c) Each Member of Disappearing Entity who becomes entitled to payment of the value of Dissenting Interests shall receive payment for such Dissenting Interests, but only after that value is agreed to or finally determined pursuant to the Act.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, a recognized overnight delivery service, or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses shown above, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

Section 8.2 Waivers. Each party may, by written instrument (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement may be made orally or through course of dealing, nor shall any waiver be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided in such written waiver.

Section 8.3 Expenses. Each of the Constituent Entities will pay their respective costs and expenses of their performance of and compliance with all agreements and conditions contained in this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

Section 8.4 Third Parties. Nothing expressed or implied in this Agreement shall be construed to confer upon any person, firm, or entity, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

H0700005956 3

Earl

SECRET
LAHARR
2007 JAN 09 12:05 PM

FILED

H07000005956 3

Section 8.5 Choice of Law and Forum. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of Florida, USA, without regard to its conflict of laws provisions or comity. The state and federal courts in and for Miami-Dade County, Florida, USA, shall have exclusive jurisdiction and venue over any disputes arising hereunder, and by their execution of this Agreement each party hereby waives irrevocably any objection it may now or hereafter have to such jurisdiction or venue or both, including without limitation a claim that any such court is an inconvenient forum. In legal proceedings instituted to enforce this agreement, the party who prevails in such proceedings shall be entitled to the award of its reasonable attorney's fees and dispute resolution costs, plus fees and costs incurred by it in executing and/or collecting any judgment, at all trial and appellate levels.

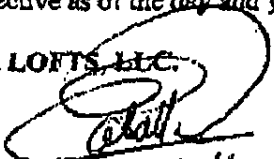
Section 8.6 Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

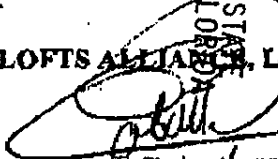
Section 8.7 Entire Agreement. This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

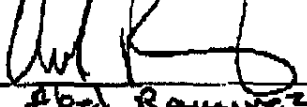
IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement to be effective as of the day and year first above written.

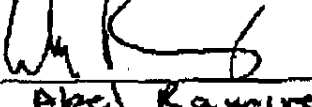
CEDAR LOFTS, LLC

CEDAR LOFTS ALLIANCE, LLC

By: 
 Name: Eduardo Caballero
 Title: Managing Member of
 Jaxi CMD, L.L.C.

By: 
 Name: Eduardo Caballero
 Title: Managing Member of
 Jaxi CMD, L.L.C.

By: 
 Name: Abel Ramirez
 Title: Managing Member of
 JAXI CMD, LLC.

By: 
 Name: Abel Ramirez
 Title: Managing Member of
 JAXI CMD, L.L.C.

FILED
 JAN - 9
 2007
 CLERK OF THE
 SUPERIOR COURT
 TAMPA, FLORIDA

H07000005956 3