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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

RICHFIELD HOLDINGS, LLC

Certificate of Status	0
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60.00

30.00

90.00

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with sections 607.1108, 608.438, and 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:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
RICHFIELD TELCO HOLDINGS, INC. 9800 NW 41 ST STREET, SUITE 200 MIAMI, FL 33178	Florida	Corporation

Florida Document/Registration Number:
P06000146778

RICHFIELD HOLDINGS, LLC 9800 NW 41 ST STREET, SUITE 200 MIAMI, FL 33178	Florida	Limited Liability Company
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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
RICHFIELD HOLDINGS, LLC 9800 NW 41 ST STREET, SUITE 200 MIAMI, FL 33178	Florida	Limited Liability Company

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THIRD: The surviving entity shall continue with its current name, namely:

RICHFIELD HOLDINGS, LLC

FOURTH: The attached Plan of Merger was approved by the Sole Shareholder and Sole Director of RICHFIELD TELCO HOLDINGS, Inc. in accordance with Chapter 620, Florida Statutes.

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FIFTH: The attached Plan of Merger was approved by the Sole Member and Member Manager of RICHFIELD HOLDINGS, LLC in accordance with Chapter 608, Florida Statutes.

SIXTH: The merger is permitted under the laws of Florida and is not prohibited by the agreement of operating agreement of any of the Surviving Company hereunder.

SEVENTH: The merger shall become effective as of the date these Articles of Merger are filed with the Florida Department of State.

EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of Florida.

IN WITNESS WHEREOF, RICHFIELD TELCO HOLDINGS, INC. and RICHFIELD HOLDINGS, LLC have caused this Certificate to be signed this 13th day of December, 2006.

RICHFIELD TELCO HOLDINGS, INC., a
Florida corporation

By: 

Jorge Granados
Director and President

RICHFIELD HOLDINGS, LLC, a Florida
limited liability company

By: 

Jorge Granados
Sole Member Manager

PLAN OF MERGER BY AND AMONG

RICHFIELD TELCO HOLDINGS, INC., a Florida corporation,

AND

RICHFIELD HOLDINGS, LLC, a Florida limited liability company

Pursuant to the provisions of Section 607.1108 of the Florida Business Corporations Act (the "Corporations Act") and Sections 608.438 and 608.4381 of the Florida Limited Liability Company Act (the "Company Act"), RICHFIELD TELCO HOLDINGS, INC., a Florida corporation (the "Merging Company"), RICHFIELD HOLDINGS, LLC, a Florida limited liability company (the "Surviving Company"), and Jorge Granados, as the Sole Member of the Surviving Company (the "Sole Member"), hereby adopt and approve the following Plan of Merger for the purpose of merging (the "Merger") Merging Company into and with Surviving Company.

WITNESSETH:

WHEREAS, Merging Company believes and considers it is in its best interest to merge into and with Surviving Company, as the surviving entity, subject to the terms and conditions set forth in this Plan and pursuant to the Corporations Act and the Company Act; and

WHEREAS, Surviving Company and Sole Member believe and consider it is in the best interest of Surviving Company to merge into and with Merging Company and for Surviving Company to be the surviving entity of such merger; and

WHEREAS, Surviving Company and Merging Company and its Sole Member consider it is in the best interest of all of them to merge together and to therefore consummate the Merger, with Surviving Company as the surviving entity, subject to the terms and conditions set forth in this Plan and pursuant to the Corporations Act and Company Act; and

WHEREAS, the parties hereto have reviewed and considered the Plan and have (i) determined that it is advisable that the Merger shall occur pursuant to the terms of this Plan and (ii) approved the terms of this Plan by their written consent; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree as follows:

1. Terms and Conditions of Merger. At the closing ("Closing") of the transactions contemplated by this Plan, Merging Company, Surviving Company, and each of their sole Shareholders and Directors and sole Members and Managers shall execute this Plan and the Articles of Merger by and among Merging Company and Surviving Company ("Articles of

Merger") (collectively, "Merger Documents"), pursuant to the applicable provisions of the Corporations Act and Company Act. As of the Effective Date (as defined below), Merging Company shall be merged with and into Surviving Company, and as of such date, Surviving Company shall assume all the rights, privileges and obligations of Merging Company and shall continue its existence as a limited liability company under the laws of the State of Florida, and Merging Company shall cease to exist.

2. Name of Surviving Company. As of the Effective Date, Surviving Company shall continue with its name: RICHFIELD HOLDINGS, LLC.

3. Exchange and Cancellation of Shares and Certificates. At Closing and by virtue of the Merger and without any action on the part of the parties or otherwise:

a. Each stock certificate of the Merging Company issued and outstanding immediately before the Effective Date, and any right to acquire shares of stock thereof, shall, upon the Effective Date, and by virtue of the Merger, be cancelled and cease to exist, without any conversion thereof. Holders of each share of stock in Merging Company shall be entitled to receive in exchange therefor good and valuable consideration and shall not be entitled to receive additional membership interests in the Surviving Company.

b. Each membership interest in the Surviving Company existing immediately before the Effective Date, and any right to acquire any membership interests therein, shall, by virtue of the Merger and the Surviving Entity being the surviving entity thereof, and without any action on the part of the holder thereof, continue to remain outstanding as membership interests in the Surviving Company unaffected by virtue of the Merger.

4. Operating Agreement of Limited Liability Company. As of the Effective Date, the Operating Agreement of Surviving Company in effect immediately prior to the Effective Date shall be its Operating Agreement until thereafter amended or restated as provided therein or by the Act to reflect its treatment as a single member disregarded entity for federal tax purposes.

Management of Surviving Company. As of the Effective Date, the Sole Member Manager of the Surviving Company shall be:

Jorge Granados
9800 NW 41 Street, Suite 200
Miami, FL 33178

6. Filing Articles of Merger. Following the execution of the Merger Documents, Surviving Company shall file the Articles of Merger, with this Plan attached, with the Department of State for the State of Florida.

7. Effective Date. The effective date ("Effective Date") of the Merger shall be December 13, 2006 or the date of the filing of this Plan of Merger with the Florida Department of State.

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8. Amendment of Plan of Merger. The sole Shareholder and Director of Merging Company and sole member Surviving Company are authorized to amend this Plan at any time prior to the filing of the Articles of Merger with the Department of State for the State of Florida.

IN WITNESS WHEREOF, RICHFIELD TELCO HOLDINGS, INC. and RICHFIELD HOLDINGS, LLC have caused this Plan of Merger to be signed this 13th day of December, 2006.

RICHFIELD TELCO HOLDINGS, INC., a Florida corporation

By:

J. Granados
Jorge Granados
Sole Shareholder and Director

RICHFIELD HOLDINGS, LLC, a Florida limited liability company

By:

J. Granados
Jorge Granados
Sole Member and Member Manager

Sole Member of Richfield Holdings, LLC:

J. Granados
Jorge Granados

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