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TALLAHASSEE, FLORIDA

EFFECTIVE DATE

1/1/07



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 690326 4307439

AUTHORIZATION :

COST LIMIT : \$ 50.00

ORDER DATE : December 28, 2006

ORDER TIME : 3:25 PM

ORDER NO. : 690326-010

CUSTOMER NO: 4307439

EFFECTIVE DATE

1/1/07

06 DEC 28 AM 10:17
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

SOUTHERN CROSS TRADING
COMPANY, LLC

INTO

SCTC, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Heather Chapman

EXAMINER'S INITIALS: _____

FILED
06 DEC 28 AM 10:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Merger
For
Florida Limited Liability Company

EFFECTIVE DATE
11/1/07

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Southern Cross Trading Company, LLC	New Jersey	LLC
SCTC, LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SCTC, LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2007

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:


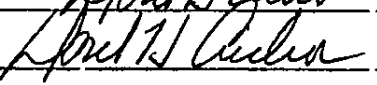
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
Southern Cross Trading Company, LLC		David H. Anderson, Sr.
SCTC, LLC		David H. Anderson, Sr.

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 28, 2006 (this "Agreement"), between SOUTHERN CROSS TRADING COMPANY, LLC, a New Jersey limited liability company (the "Extinguished Company"), and SCTC, LLC, a Florida limited liability company (the "Surviving Company").

WITNESSETH:

WHEREAS, the Surviving Company desires to acquire the properties and other assets, and to assume all of the liabilities and obligations of the Extinguished Company by means of a merger of the Extinguished Company with and into the Surviving Company (the "Merger");

WHEREAS, Section 42:2B-20 of the New Jersey Limited Liability Company Act, N.J.S.A. 42:2B-1 et seq. (the "New Jersey Act"), authorizes the merger of a New Jersey limited liability company with and into an "other business entity" formed under the laws of another state;

WHEREAS, Section 608.438 of the Florida Limited Liability Company Act, F.S.A. 608.401 et seq. (the "Florida Act"), authorizes the merger of a Florida limited liability company with an "other business entity" formed under the laws of another state;

WHEREAS, the Extinguished Company and the Surviving Company now desire to merge, following which Merger the Surviving Company shall be the surviving business entity;

WHEREAS, as required by Section 42:2B-20.b.(1) of the New Jersey Act and Section 608.4381.(1) of the Florida Act, all of the members and managers of both the Extinguished Entity and the Surviving Company have approved this Agreement and the consummation of this Merger;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01: The Merger.

(a) Upon the filing of a certificate of merger substantially in the form attached hereto as Exhibit A with the Department of Treasury of the State of New Jersey, and a certificate of merger substantially in the form attached hereto as Exhibit B with the Florida Department of State, the Surviving Company, which shall be the surviving business entity, shall merge with the Extinguished Company. The Surviving Company shall make all other filings or recordings required by the New Jersey Act and the Florida Act in connection with the Merger. The Merger shall become effective upon January 1, 2007 (the "Effective Time").

(b) At the Effective Time, the Extinguished Company shall be merged with and into the Surviving Company, whereupon the separate existence of the Extinguished Company shall cease, and the Surviving Company shall be the surviving business entity of the Merger in accordance with Section 42:2B-20 of the New Jersey Act and Section 608.4383 of the Florida Act.

SECTION 1.02: Exchange of Interests. At the Effective Time:

(a) Each limited liability company membership interest in the Extinguished Company outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall be converted into limited liability company membership interest in the Surviving Company identical and equal in amount thereto in all respects.

ARTICLE II

THE SURVIVING COMPANY

SECTION 2.01: Limited Liability Company Agreement. The limited liability company agreement of the Surviving Company in effect at the Effective Time shall become the operating agreement of the Surviving Company, unless and until amended by the members of such Surviving Company in accordance with its terms and applicable law.

ARTICLE III

**TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES**

SECTION 3.01: Transfer, Conveyance and Assumption. Consistent with Section 42:2B-20.(g) of the New Jersey Act and Section 608.4383 of the Florida Act, at the Effective Time, the Surviving Company shall continue in existence, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Extinguished Company, and all property, real, personal and mixed, of whatever kind and character, of the Extinguished Company, and all debts due to the Extinguished Company, as well as all other things and causes of action belonging to the Extinguished Company, shall vest in the Surviving Company without further act or deed, and shall thereafter be the property of the Surviving Company, and the title to any real property vested by deed or otherwise, under the laws of New Jersey and/or Florida, in the Extinguished Company and the Surviving Company shall not revert or be in any way impaired by the Act. Consistent with Section 42:2B-20.(g) of the New Jersey Act and Section 608.4383 of the Florida Act, thereafter, all rights of the creditors and all liens upon any property of the Extinguished Company shall be preserved unimpaired, and all debts, liabilities and duties of the Extinguished Company shall attach to the Surviving Company and may be enforced against such Surviving Company to the same extent as if the debts, liabilities and duties had been incurred or contracted by the Surviving Company.

SECTION 3:02; Further Assurances. If, at any time the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Company the title to any property or right of the Extinguished Company, or otherwise to carry out the provisions hereof, the proper representatives of the Extinguished Company as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company and otherwise to carry out the provisions hereof.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SURVIVING COMPANY

The Surviving Company represents and warrants to the Extinguished Company that:

SECTION 4.01: Limited Liability Company Existence and Power. The Surviving Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Florida.

SECTION 4.02: Limited Liability Company Authorization. The execution, delivery and performance by the Surviving Company of this Agreement and the consummation by the Surviving Company of the transactions contemplated hereby have been duly authorized by all necessary action by its members and managers on its part. This Agreement constitutes a valid, binding and enforceable agreement of the Surviving Company.

SECTION 4.03: Governmental Authorization. The execution, delivery and performance by the Surviving Company of this Agreement and the consummation of the Merger by the Surviving Company require no action by or in respect of, or filing with, any governmental body, agency, official or authority other than the filing of certificates of merger in accordance with New Jersey law and Florida law.

SECTION 4.04: No Violation. The execution, delivery and performance by the Surviving Company of this Agreement and the consummation by the Surviving Company of the transactions contemplated hereby do not and will not (i) violate the limited liability company agreement of the Surviving Company, (ii) violate any provision of any law, rule or regulation applicable to the Surviving Company, (iii) breach, or result in a default under, any existing obligation of the Surviving Company under any provision of any agreement, contract or other instrument to which the Surviving Company is a party or by which it or its property is bound or (iv) breach or otherwise violate any existing obligation of the Surviving Company under any court or administrative order, writ, judgment or decree that names the Surviving Company and is specifically directed to it or its property.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE EXTINGUISHED COMPANY

The Extinguished Company represents and warrants to the Surviving Company that:

SECTION 5.01: Membership Existence and Power. The Extinguished Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of New Jersey.

SECTION 5.02: Membership Authorization. The execution, delivery and performance by the Extinguished Company of this Agreement and the consummation by the Extinguished Company of the transactions contemplated hereby have been duly authorized by all necessary membership and management action on its part. This Agreement constitutes a valid, binding and enforceable agreement of the Extinguished Company.

SECTION 5.03: Governmental Authorization. The execution, delivery and performance by the Extinguished Company of this Agreement and the consummation of the Merger by the Extinguished Company require no action by or in respect of, or filing with, any governmental body, agency, official or authority.

SECTION 5.04: No Violation. The execution, delivery and performance by the Extinguished Company of this Agreement and the consummation by the Extinguished Company of the transactions contemplated hereby do not and will not (i) violate the membership agreement of the Extinguished Company, (ii) violate any provision of any law, rule or regulation applicable to the Extinguished Company, (iii) breach, or result in a default under, any existing obligation of the Extinguished Company under any provision of any agreement, contract or other instrument to which the Extinguished Company is a party or by which it or its property is bound or (iv) breach or otherwise violate any existing obligation of the Extinguished Company under any court or administrative order, writ, judgment or decree that names the Extinguished Company and is specifically directed to it or its property.

ARTICLE VI

CONDITIONS TO THE MERGER

SECTION 6.01: Conditions to the Obligations of Each Party. The obligations of the Surviving Company and the Extinguished Company to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time:

(a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(b) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained.

ARTICLE VII

TERMINATION

SECTION 7.01: Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of the members of the Surviving Company, on behalf of the Surviving Company, and the members of the Extinguished Company, on behalf of the Extinguished Company; or

(b) by either the members of the Surviving Company, on behalf of the Surviving Company, or the members of the Extinguished Company, on behalf of the Extinguished Company, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Extinguished Company or the Surviving Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 7.02: Effect of Termination. If this Agreement is terminated pursuant to Section 7.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01: Authorization. The members of the Surviving Company shall be authorized by the Surviving Company, at such time and in such manner as such members in their sole discretion may deem appropriate or necessary, to execute, acknowledge, verify, deliver, file and record, for and in the name of the Surviving Company, and, to the extent necessary, the members of the Surviving Company and the members of the Extinguished Company, any and all documents and instruments including, without limitation, the limited liability company agreement of the Surviving Company and the certificates of merger, and shall do and perform any and all acts required by applicable law which the members of the Surviving Company deem necessary or advisable in order to effectuate the Merger.

SECTION 8.02: Survival of Representations and Warranties. The representations and warranties and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement.

SECTION 8.03: Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all of the members on behalf of the Surviving Company, and by all members on behalf of the Extinguished Company.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or

privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 8.04: Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Extinguished Company and the Surviving Company, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Extinguished Company and the Surviving Company with respect to the subject matter hereof.

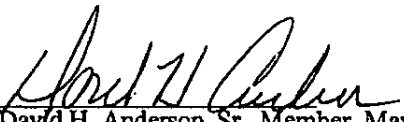
SECTION 8.05: Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.


SECTION 8.06: Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey, without giving effect to principles of conflicts of law.

SECTION 8.07: Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first-above written.

SOUTHERN CROSS TRADING COMPANY, LLC,
a New Jersey limited liability company

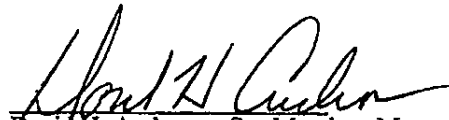

David H. Anderson, Sr., Member, Manager

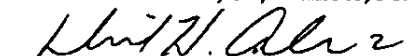

David H. Anderson, Jr., Member, Manager

TIDELAND SALES CO., a New Jersey
Corporation, as Member

By: 

SCTC, LLC
a Florida Limited Liability Company


David H. Anderson, Sr., Member, Manager


David H. Anderson, Jr., Member, Manager

TIDELAND SALES CO., a New Jersey
Corporation, as Member

By: 