

MAY 2 2007 12:02 PM JONES FOSTER 561 650 0435

NO 4008 PaP. 1001

**L07000028889**

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.

(((H07000121281 3)))



H070001212813ABCV

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 : JONES, FOSTER, JOHNSTON & STUBBS, P.A.  
Account Number : 076077003231  
Phone : (561) 650-0471  
Fax Number : (561) 650-0431

FILED  
07 MAY -2 AM 11:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## MERGER OR SHARE EXCHANGE

AJS Consulting, LLC

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$87.50

60.00

RECEIVED  
07 MAY -2 AM 8:00  
DIVISION OF CORPORATIONS

Electronic Filing Menu

Corporate Filing Menu

Help

MAY 2 2007 12:02PM JONES FOSTER 561 650 0435

NO. 4008 P. 2

FILED

07 MAY -2 AM 11:25

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Certificate of Merger  
For  
Florida Limited Liability Company**

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>
AJS Consulting, Inc.	Florida	corporation
750 Elm Tree Lane	PO2-18779	
Boca Raton, FL 33486		

**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>
L07-28889		
AJS Consulting, LLC	Florida	limited liability company

**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.

MAY 2 2007 12:02PM JONES FOSTER 561 650 0435

NO. 4008 P. 3

**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 not more than 90 days after the date this document is filed by the Florida Department of State:

\_\_\_\_\_  
**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: \_\_\_\_\_

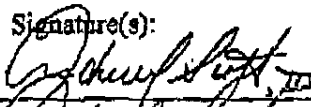
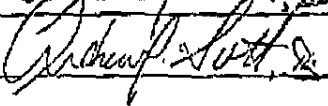
\_\_\_\_\_  
\_\_\_\_\_  
Mailing address: \_\_\_\_\_

MAY. 2. 2007 12:02PM JONES FOSTER 561 650 0435

NO. 4008 P. 4.

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:
AJS Consulting, Inc.		Andrew J. Scott III, President
AJS Consulting, LLC		Andrew J. Scott III, Managing Member

**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

**Fees:** 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

**Certified Copy (optional):** \$30.00

MAY. 2. 2007 12:03PM

JONES FOSTER 561 650 0435

NO. 4008 P. 5

## **PLAN OF MERGER**

**AJS CONSULTING, INC.,  
a Florida corporation**

**Into**

**AJS CONSULTING, LLC,  
a Florida limited liability company**

The following Plan of Merger is submitted in compliance with Section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes:

1. The name and jurisdiction of the Surviving Company is AJS CONSULTING, LLC, a Florida limited liability company (the "Surviving Company").
2. The name and jurisdiction of the Merging Corporation is AJS CONSULTING, INC., a Florida corporation (the "Merging Corporation").
3. The terms and conditions of the merger are as follows:
  - A. The mailing address, the street address, the registered agent, and the address of the registered office of the Surviving Company shall be as appears in the Articles of Organization of the Surviving Company and/or the most recent Uniform Business Report of the Surviving Company as on file with the office of the Department of State of Florida as of the effective date of this agreement (the "Effective Date").
  - B. The Articles of Organization and Operating Agreement of the Surviving Company in effect on the Effective Date shall be the Articles of Organization and Operating Agreement of the Surviving Company until they shall be altered, amended or repealed. The Surviving Company is a member-managed company.
  - C. The name and address of the Managing Member of the Surviving Company shall be:

Andrew J. Scott III  
750 Elm Tree Lane  
Boca Raton, Florida 33486
  - D. When this agreement is approved and filed, the separate existence of the Merging Corporation shall cease, the Merging Corporation shall be merged into the Surviving Company, and the Surviving Company shall continue unaffected and unimpaired by the merger and shall possess all of the rights and privileges and shall be subject to all the restrictions, disabilities and duties of each of the constituent entities so

MAY 2 2007 12:03PM JONES FOSTER 561 650 0435

NO. 4008 P. 6

merged. The title to any real estate, whether vested by deed or otherwise in the constituent entities under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of the constituent entities shall be preserved unimpaired, and all debts, liabilities and duties of the constituent entities shall then attach to the Surviving Company and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

E. The manner and basis of converting and exchanging shares of stock and/or membership interests of the constituent entities shall be as follows:

(1) On the Effective Date, each share of common stock of the Merging Corporation issued and outstanding immediately before the Effective Date, by virtue of the merger and without any action on the part of the holder(s) of such shares of common stock, shall be converted into and exchanged for one (1) unit of membership interest in the Surviving Company.

(2) Each issued and outstanding unit of membership interest in the Surviving Company shall continue as one (1) unit of membership interest in the Surviving Company.

(3) All units of membership interest in the Surviving Company for and into which the Merging Corporation's common stock shall have been converted and exchanged pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged common stock.

(4) The Merging Corporation and the Surviving Company shall each take all appropriate entity action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

(5) Upon the Effective Date, the transfer books of the Merging Corporation shall be closed and no transfer of common stock of the Merging Corporation shall be made or consummated thereafter.

4. The Surviving Company shall pay all expenses incurred in connection with the transactions contemplated by this agreement.

5. This agreement is made pursuant to and shall be construed under the laws of the State of Florida.

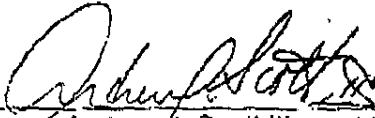
MAY 2. 2007 12:03PM JONES FOSTER 561 650 0435

NO. 4008 P. 7

IN WITNESS WHEREOF, the Merging Corporation and the Surviving Company, acting through their duly authorized officers, have signed this Plan of Merger which is effective the date of filing of the Articles of Merger to which this Plan of Merger is attached with the Department of State of the State of Florida (the "Effective Date").

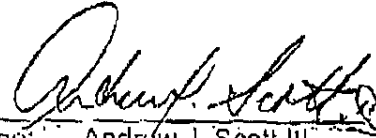
**Surviving Company:**

AJS CONSULTING, LLC, a Florida limited liability company

By:   
Name: Andrew J. Scott III  
Title: Managing Member  
Date: 3/20/2007

**Merging Corporation:**

AJS CONSULTING, INC.,  
Florida corporation

By:   
Name: Andrew J. Scott III  
Title: President  
Date: 3/20/2007

FILED  
07 MAY -2 AM 11:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA