

LO7000085423Florida 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.

(((H07000243197 3)))



H070002431973ABC0

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) 617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5926

**Please retain original filing
date of submission 9/28**

MERGER OR SHARE EXCHANGE**Zuko LLC**

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$105.00

\$ 50.00

Electronic Filing Menu

Corporate Filing Menu

Help

FILED

07 SEP 28 AM 8:25

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>
Zuko LLC	Ohio	Limited Liability Company

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>
Zuko LLC L07-85423	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.

1 of 6

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:

October 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:

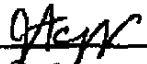
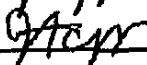
Street address: _____

Mailing address: _____

2 of 6

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:
Zuko LLC		Jay Tapper, President
Zuko LLC		Jay Tapper, President

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

PLAN OF MERGER

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>
Zuko LLC	Ohio	Limited Liability Company

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>
Zuko LLC	Florida	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See attached.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

Execution Copy

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Merger Agreement") is made and entered into this 27th day of September, 2007, by and between Zuko, LLC, a Florida limited liability company (the "Surviving Company"), and Zuko, LLC, an Ohio limited liability company (the "Merged Company").

WHEREAS, the Manager and Members of the Surviving Company and the Manager and Members of the Merged Company deem it advisable and in the best interests of the parties hereto, that the Merged Company be merged into the Surviving Company under the laws of the State of Florida pursuant to the provisions of Sections 608.4381 and 608.4382 of the Florida Statutes and under the laws of Ohio pursuant to the provisions of Section 1705.37 of the Ohio Limited Liability Company Act.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained herein, the parties hereto agree to merge upon the terms and conditions stated below:

1. The parties hereto agree that the Merged Company will be merged into the Surviving Company (the "Merger"). The separate existence of the Merged Company will cease, and the existence of the Surviving Company will continue unaffected and unimpaired by the Merger, with all rights, privileges, immunities and powers, and subject to all the duties and liabilities, of a limited liability company formed under the laws of the State of Florida.

2. The mode of effecting the Merger will be as follows:

(a) The Merger will become effective upon the filing of the Certificate of Merger with the States of Florida and Ohio (the "Effective Date").

(b) At the Effective Date, each membership unit of the Merged Company which shall be outstanding on the Effective Date of the Merger, and all rights in respect thereof, shall be converted into the right to receive one (1) unit of the Surviving Company.

(c) At the Effective Date, each membership interest of the Merged Company issued and outstanding will, by virtue of the Merger and without any action on the part of the Surviving Company, be cancelled and retired and will cease to exist.

(d) Upon the Effective Date of the Merger, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Company shall be transferred to, vested in, and devolve upon, the Surviving Company without further act or deed and all property, rights, and every other interest of the Surviving Company and the Merged Company shall be as effectively the property of the Surviving Company as they were of the Surviving Company and the Merged Company, respectively. The Merged Company hereby agrees from time to time, as and when requested by the Surviving Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any property of the Merged Company acquired or to

be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper Manager of the Merged Company and the Manager of the Surviving Company are fully authorized in the name of the Merged Company and the Surviving Company, respectively to take any and all such action.

(e) All debts, liabilities and duties of the Surviving Company and Merged Company will attach to the Surviving Company, and may be enforced against the Surviving Company to the same extent as if said debts, liabilities and duties had been incurred or contracted by Surviving Company.

3. The Operating Agreement of the Surviving Company as it may exist on the Effective Date of this Plan of Merger shall be and remain the Operating Agreement of the Surviving Company until the same shall be altered, amended or repealed as therein provided.

4. The Manager and Members of the Surviving Company and the Manager and Members of the Merged Company shall have the power in their discretion to abandon the Merger provided for herein prior to the filing of the Certificate of Merger or other appropriate certificate with the office of the Secretary of States of Florida and Ohio.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed hereto by their officers, duly authorized by their respective Managers.

ZUKO, LLC
(Surviving Company)

J-TAP, INC., Manager

By: 
Jay Tapper, President

FILED
07 SEP 28 AM 8:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ZUKO, LLC
(Merged Company)

JT GROUP, INC., Manager

By: 
Jay Tapper, President