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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

08 MAY 27 PM 1:41

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MAY 28 2008

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** CLEARWATER ESCROW SERVICES, LLC

(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Max Riederer von Paar, Esq.

(Contact Person)

Rubin Winston Diercks Harris & Cooke LLP

(Firm/Company)

1155 Connecticut Avenue, N.W., #600

(Address)

Washington D.C. 20036

(City, State and Zip Code)

For further information concerning this matter, please call:

Max Riederer von Paar at ( 202 ) 861-0870

(Name of Contact Person)

(Area Code and Daytime Telephone Number)



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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08 MAY 27 PM 1:42

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>
Clearwater Escrow Services, LLC	Florida	LLC
BB&E Consulting, LLC	Florida	LLC
L07-59850		

**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>
Clearwater Escrow Services, LLC	Florida	LLC
L08-579		

**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:

\_\_\_\_\_

**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 entitles 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:

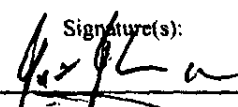
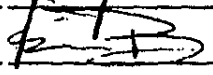
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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:
Clearwater Escrow Services, LLC		Max Riederer von Paar
BB&E Consulting, LLC		Erick Badilla

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

<b><u>Fees:</u></b> 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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## 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>
Clearwater Escrow Services, LLC	Florida	LLC
BB&E Consulting, 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>
Clearwater Escrow Services, LLC	Florida	LLC

**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:

Upon the Effective Date of the Merger, each membership interest in BB&E Consulting LLC,  
shall, by virtue of the Merger and without any action by the merging LLCs, the holder of such interest  
or any other person, be changed and converted into and exchanged for one fully paid and nonassessable  
membership interest of Clearwater Escrow LLC.

*(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:

N/A

*(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:

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*(Attach additional sheet if necessary)*

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

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*(Attach additional sheet if necessary)*



## Terms And Conditions Of The Merger

1.1 Merger. In accordance with the provisions of this Agreement, and the Florida Limited Liability Company Act, BB&E Consulting LLC shall be merged with and into Clearwater Escrow LLC (the "Merger"), the separate existence of BB&E Consulting LLC shall cease and Clearwater Escrow LLC shall survive the Merger and shall continue to be governed by the laws of the State of Florida, and shall be, and is herein sometimes referred to as, the "Surviving Corporation."

1.2 Approval. This Agreement and the Merger has been adopted and approved by the members of each limited liability company in accordance with the requirements of the Florida Limited Liability Company Act.

1.3 Filing and Effectiveness. The Merger shall become effective when an executed Certificate of Merger meeting the requirements of the Florida Limited Liability Company Act shall have been filed with the Secretary of State of the State of Florida ("Effective Date of Merger").

1.4 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of BB&E Consulting LLC shall cease and Clearwater Escrow LLC, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and BB&E Consulting LLC's managers, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of BB&E Consulting LLC (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of BB&E Consulting LLC in the same manner as if Clearwater Escrow LLC had itself incurred them, all as more fully provided under the applicable provisions of the Florida Limited Liability Company Act.

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08 MAY 27 PM 1:42  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA