

Division of Corporations

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Page 1 of 1

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MERGER OR SHARE EXCHANGE
JEFAS HOTEL, LLC

Certificate of Status	1
Certified Copy	1
Page Count	04
Estimated Charge	\$67.50

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

The following Certificate of Merger is submitted to merge Jefast Hotel II, LLC, a Florida limited liability company, with and into Jefast Hotel, LLC, a Florida limited liability company, in accordance with Section 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for the merging entity is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Jefast Hotel II, LLC	Florida	Limited Liability Company

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


<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Jefast Hotel, LLC	Florida	Limited Liability Company

THIRD: The attached Plan of Merger was approved by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The merger shall be effective at 11:59:59 p.m. on December 31, 2013.

FIFTH: Signature(s) for each party:

JEFAST HOTEL, LLC, a Florida limited liability company

By: 
Bo Jertshagen, Manager

JEFAST HOTEL II, LLC, a Florida limited liability company

By: 
Bo Jertshagen, Manager

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H13000282123 3

**PLAN OF MERGER
OF JEFAST HOTEL, II, LLC, A FLORIDA LIMITED LIABILITY COMPANY
WITH AND INTO
JEFAST HOTEL, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

THIS PLAN OF MERGER (this "Agreement") is dated December 23, 2013, by and between Jefast Hotel, LLC, a Florida limited liability company ("Jefast Hotel"), and Jefast Hotel II, LLC, a Florida limited liability company ("Jefast Hotel II").

FIRST: The exact name, form/entity type, and jurisdiction for the merging entity is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Jefast Hotel II, LLC	Florida	Limited Liability Company

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Jefast Hotel, LLC	Florida	Limited Liability Company

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

- (a) Assumption of Assets. All property, rights, privileges, powers, trademarks, licenses, registrations and other assets of every kind and description of Jefast Hotel II, LLC (the "Merging Entity"), shall, upon the effect of the merger, be vested in and owned by Jefast Hotel, LLC, a Florida limited liability company (the "Surviving Entity"), without further act or deed.
- (b) Assumption of Obligations. All obligations of the Merging Entity shall become the obligations of the Surviving Entity.

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:
 - (i) The sole member of the Merging Entity is the Surviving Entity. Accordingly, and by virtue of the merger, and without any action on the part of the member thereof, such membership interest of the Merging Entity shall be cancelled; and
 - (ii) The limited liability company membership interests of the Surviving Entity that are outstanding immediately prior to the effective time and date of the merger shall, by virtue of the merger and without any action on the part of the holder

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Fax Audit Number No.
H13000282123 3

thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving Entity.

- (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:

Upon the effective time and date of the merger, all rights in respect of the membership interests of the Merging Entity shall be canceled. There shall be no change in the rights to acquire the membership interests of the Surviving Entity.

FIFTH: The name and business address of the manager of the Surviving Entity is as follows:

Bo Jertshagen
Norregatan 2, SE-263 39
Haganas, Sweden

SIXTH: This Agreement may be executed in one or more counterparts and collectively shall constitute one instrument represent the Agreement among the parties hereto. It shall not be necessary that any one counterpart be signed by all of the parties hereto as long as each of the parties has signed at least one counterpart.

SEVENTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be amended or supplemented, as may be determined by the parties hereto to be necessary, desirable or expedient to further the purpose of this Agreement, or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any governmental approval or acceptance of the merger or of this Agreement or the recording of this Agreement or the consummation of any of the transactions contemplated hereby. No amendment or supplement to this Agreement shall be effective unless it is in writing and signed by the constituent entities. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Fax Audit Number No.
H13000282123 3

IN WITNESS WHEREOF, this Plan of Merger has been adopted as of the date first stated above.

MERGING ENTITY:

SURVIVING ENTITY:

JEFAST HOTEL II, LLC

JEFAST HOTEL, LLC

By: 

Be Jertshagen, Manager

By: 

Be Jertshagen, Manager

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H13000282123 3