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MERGER OR SHARE EXCHANGE

BLUEFIRE SYSTEMS, LLC

Certificate of Status	0
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\$90.00

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EXAMINER

**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>
BLUEFIRE SYSTEMS, INC.	CALIFORNIA	CORPORATION

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>
BLUEFIRE SYSTEMS, LLC	FLORIDA	LIMITED LIABILITY COMPANY

LD8-115403

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 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.

NINTE: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
BLUEFIRE SYSTEMS, INC.		ROBERT DVORAK
BLUEFIRE SYSTEMS, LLC		RAY LOAN

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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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>
BLUEFIRE SYSTEMS, INC.	CALIFORNIA	CORPORATION

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>
BLUEFIRE SYSTEMS, LLC	FLORIDA	LIMITED LIABILITY COMPANY

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

- 1) The merged entity (Bluefire Systems, Inc.) shall merge with and into the surviving entity (Bluefire Systems, LLC).
- 2) The Agreement of Merger has been approved by: (a) the managers of the surviving entity (Bluefire Systems, LLC), there being no members of the surviving entity (Bluefire Systems, LLC), (b) the Board of Directors of the merged entity (Bluefire Systems, Inc.) and (c) the holders of a majority of the issued and outstanding capital stock of the merged entity (Bluefire Systems, Inc.).
- 3) This Merger shall be effective on the date on which the Certificate of Merger is filed with the Florida Secretary of State.

(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:

- a) The surviving entity (Bluefire Systems, LLC) has no issued or outstanding membership or other equity interests.
- b) The merged entity (Bluefire Systems, Inc.) has 10,358,313 Issued and outstanding shares of Common Stock.
- c) By reason of the Merger, each share of Common Stock of the merged entity (Bluefire Systems, Inc.) will be converted into one (1) membership unit of the surviving entity (Bluefire Systems, LLC).

Not other cash, securities or other property will be issued or distributed as part of the Merger.

(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:

- a) The surviving entity (Bluefire Systems, LLC) has no Issued or outstanding membership or other equity interests.
- b) The merged entity (Bluefire Systems, Inc.) has 10,358,313 Issued and outstanding shares of Common Stock.
- c) By reason of the Merger, each share of Common Stock of the merged entity (Bluefire Systems, Inc.) will be converted into one (1) membership unit of the surviving entity (Bluefire Systems, LLC).

Not other cash, securities or other property will be issued or distributed as part of the Merger.

(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:

- 1) The name and address of the merged entity is: Bluefire Systems, Inc. (a California corporation), 6846 Via Regina, Boca Raton, CA 33433.
- 2) The name and address of the surviving entity is: Bluefire Systems, LLC (a Florida limited liability company), 6846 Via Regina, Boca Raton, CA 33433.
- 3) The Surviving Entity (Bluefire Systems, LLC) shall continue to exist as a Florida limited liability company.
- 4) Pursuant to the Merger (a) the surviving entity (Bluefire Systems, LLC) shall retain all of its pre-Merger assets and liabilities, (b) all of the assets of the merged entity (Bluefire Systems, Inc.) shall automatically, by virtue of the Merger, become assets of the surviving entity (Bluefire Systems, LLC) and shall be transferred to and acquired by the surviving entity (Bluefire Systems, LLC), (c) all of the liabilities of the merged entity (Bluefire Systems, Inc.) shall, automatically, by virtue of the Merger, become liabilities of the surviving entity (Bluefire Systems, LLC) and shall be assumed by the surviving entity (Bluefire Systems, LLC), (d) the separate existence of the merged entity (Bluefire Systems, Inc.) shall cease, and (e) the Articles of Organization and the Operating Agreement of the surviving entity (Bluefire Systems, LLC) shall remain in effect unaltered in any manner.

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)