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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

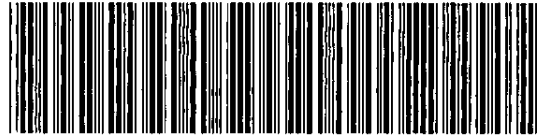
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T. CLINE

JUN - 4 2009

EXAMINER

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** CANNONDALE TRADING, 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:

Pierre N. Abitbol

Contact Person

Abitbol & Cherry, LLP

Firm/Company

545 Fifth Avenue, Suite 640

Address

New York, New York 10017

City, State and Zip Code

pierre.a@abitbolaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Pierre N. Abitbol

Name of Contact Person

at ( 212 )

682-7111

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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**CERTIFICATE OF MERGER**  
**Merging**  
**J&J BLUNT VENTURES, LLC,**  
**a New York Limited Liability Company,**  
**With and into**  
**CANNONDALE TRADING, LLC,**  
**a Florida Limited Liability Company**  
**in accordance with s. 608.4382, Florida Statutes**

609-44583

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

Name	Jurisdiction	Form/Entity Type
J&J Blunt Ventures, LLC	New York	Limited liability company
Cannondale Trading, LLC	Florida	Limited liability company

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

Name	Jurisdiction	Form/Entity Type
Cannondale Trading, LLC	Florida	Limited liability company

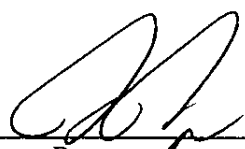
**THIRD:** The attached plan of merger was approved by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

**FOURTH:** The effective date of the merger shall be upon the filing of this Certificate of Merger by the Florida Department of State.

**FIFTH:** Signature(s) for Each Party:

J&J BLUNT VENTURES, LLC

CANNONDALE TRADING, LLC

By:   
Jason Provenzano,  
Manager

By:   
Jason Provenzano,  
Manager

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## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

Name	Jurisdiction	Form/Entity Type
J&J Blunt Ventures, LLC (the " <b>Terminating LLC</b> ")	New York	Limited liability company
Cannondale Trading, LLC (the " <b>Surviving LLC</b> ")	Florida	Limited liability company

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

Name	Jurisdiction	Form/Entity Type
Cannondale Trading, LLC	Florida	Limited liability company

**THIRD:** The merger shall become effective at the time and date the Certificate of Merger is filed by the Florida Department of State (the "**Effective Time**").

**FOURTH:** At and as of the Effective Time, each membership interest in the Terminating LLC issued and outstanding as of the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and extinguished and converted into a membership interest of the Surviving LLC.

**FIFTH:** At and as of the Effective Time, each member of the Terminating LLC shall become a member of the Surviving LLC.

**SIXTH:** (a) All of the assets and properties of the Terminating LLC shall upon the Effective Time be allocated to, and all rights and interests thereto shall be vested in, the Surviving LLC. All of the liabilities and obligations of the Terminating LLC shall upon the Effective Time be allocated to and vested in the Surviving LLC.

(b) The Surviving Entity will be responsible for the payment of all fees and franchise taxes of the Terminating LLC and shall be obligated to pay such fees and franchise taxes as appropriate.

**SEVENTH:** The parties hereto agree that they will do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan or of the Merger.

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**EIGHTH:** At any time prior to filing this Plan or the Certificate of Merger by the Department of State of the State of Florida this Plan may be terminated by each of the parties. If a party terminates this Plan, all rights and obligations of the other party hereunder shall terminate without any liability of any party.

**NINTH:** This Plan (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

**TENTH:** This Plan shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Plan or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

**ELEVENTH:** The section headings contained in this Plan are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Plan.

**TWELFTH:** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid. Any party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail) but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient.

**THIRTEENTH:** This Plan shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

**FOURTEENTH:** Any term or provision of this Plan that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**FIFTEENTH:** This Plan may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Plan may also be executed by exchange of electronic facsimile copies of original signature pages.

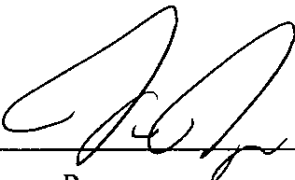
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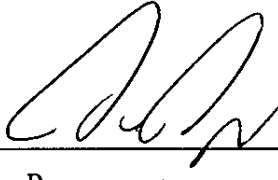
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IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of  
May 26, 2009.

J&J BLUNT VENTURES, LLC

CANNONDALE TRADING, LLC

By:   
Jason Provenzano,  
Manager

By:   
Jason Provenzano,  
Manager

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