

L09000057848

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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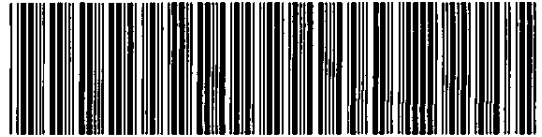
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2010 MAR -5 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

MAR 8 2010

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: 21 Marina Blue, 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:

Jessica RuizMartinez

Contact Person

Robinson & Associates, P.A.

Firm/Company

1501 Venera Avenue Suite 300

Address

Coral Gables, FL 33146

City, State and Zip Code

presidencia@neosgroup.com.co

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

For further information concerning this matter, please call:

Jessica RuizMartinez

Name of Contact Person

at (305)

662-7618

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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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>
704000050943 SSP RE, INC.	Florida	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>
L09000057848 21 Marina Blue, LLC	Florida	LLC

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: _____

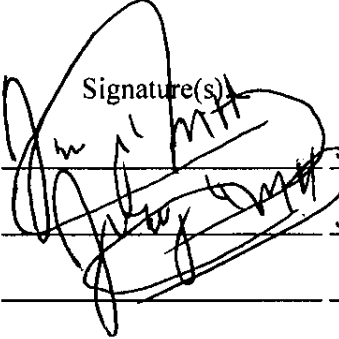
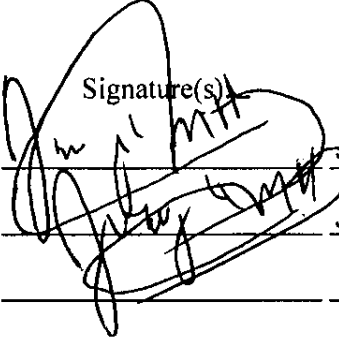
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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
SSP RE, INC.		Jorge Mattos
21 Marina Blue, LLC		Jorge Mattos

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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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
SSP RE, INC.	Florida	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>
21 Marina Blue, LLC	Florida	LLC

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

Attached hereto _____

(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:

(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:

(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)

FILED

PLAN AND AGREEMENT OF MERGER

2010 MAR -5 PM 2:22

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Plan and Agreement of merger is submitted in compliance with Section 608.4382, Fla. Stats., in accordance with the laws of the State of Florida.

I.

The name of the jurisdiction of the surviving company is 21 Marina Blue, LLC, a Florida limited liability company.

II.

The name and jurisdiction of the merging corporation is SSP RE, INC., a Florida corporation.

III.

a. The purposes, the registered agent, the address of the registered office, number of directors and the ownership of the surviving company shall be as appears in the articles of organization of 21 Marina Blue, LLC, as on file with the office of the Secretary of the State of Florida on the date of this agreement. The terms and provisions of the articles of organization are incorporated in this agreement. From and after the effective date and until further amended, altered or restated as provided by law, the articles of organization separate and apart from this agreement shall be and may be separately certified as the articles of organization of the surviving company.

b. The articles of incorporation of SSP RE, Inc., on the effective date, shall be amended by striking out all of the present Article I, as amended and substituting the new Article I, which shall read as follows: "The name of this company shall be 21 Marina Blue, LLC."

c. The bylaws of 21 Marina Blue, LLC, in effect on the effective date shall be the bylaws of the surviving company until they shall be altered, amended or repealed or until new bylaws are adopted as provided in them.

d. The person who, upon the effective date of the merger, shall constitute the membership of the surviving company shall be the person constituting the member of 21 Marina Blue, LLC, on the effective date.

e. The person who upon the effective date of the merger shall constitute the member of the surviving company shall be the person constituting the member of 21 Marina Blue, LLC , on the effective date.

IV.

The sole member of 21 Marina Blue, LLC and sole shareholder of SSP RE, Inc., (the "constituent companies"), by his signature below, gives his consent and approval in accordance with Chapter 608, Fla. Stats., to this Plan and Agreement of Merger. The merger of 21 Marina Blue, LLC and SSP RE, Inc., shall become effective upon the filing of this agreement and appropriate articles of merger with the office of the Secretary of State of Florida. The date on which the merger of SSP Re, Inc. and 21 Marina Blue, LLC, shall become effective is called in this instrument the "effective date" of merger.

V.

When this agreement shall be approved and filed, the separate existence of SSP RE, Inc. shall cease and SSP RE, Inc. shall be merged into the surviving company in accordance with this agreement, and the surviving company shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to the restrictions, disabilities and duties of each of the constituent companies so merged, and all and singular rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituent company; and all property, real, personal and mixed, and all debts due to either of the constituent companies on whatever account as well for stock subscriptions as all other things in action or belonging to each of the constituent companies shall be vested in the surviving companies; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving company as they were of the respective constituent companies; and the title to any real estate, whether vested by deed or otherwise in either of the constituent companies under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of any of the constituent companies shall be preserved unimpaired; and all debts, liabilities and duties of the constituent companies shall then attach to the surviving company and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

That SSP RE, Inc. shall likewise file all tax returns (State and/or Federal) to wind up its business or perfect this Merger and shall cease using its Federal Identification Number and Sales Tax numbers once its final returns have been filed.

VI.

The manner and basis of converting the ownership of each company into shares, obligations, or other ownership of the surviving company or any other company or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each company into rights to acquire shares, obligations, or other ownership of the surviving or any other company or, in whole or in part, into cash or other property are as follows:

a. On the effective date each share of common stock of the merging company, ("common stock") issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares, shall be converted into and exchanged for an equal number of units in the surviving company.

b. No fractional interest shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.

c. As Jorge Mattos is the sole and exclusive owner of both companies, there shall be no change in ownership interest of the surviving company.

VII.

As soon as practicable after the effective date 21 Marina Blue, LLC shall issue and deliver, in accordance with this Paragraph VII, to the shareholder of SSP RE, Inc., whose name is Jorge Mattos, the interest to which he shall have come entitled under this agreement. After the effective date of the merger, the shareholder shall surrender his certificate or certificates of common stock in SSP RE, Inc. to 21 Marina Blue, LLC, and thereafter shall be entitled to receive in exchange a certificate or certificates of interest of 21 Marina Blue, LLC interest into which those shares of common stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of common stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective interest into which they shall have been converted. Unless and until that outstanding certificate that, before the effective date of the merger, represented shares of stock shall be surrendered, no dividends payable to the holders of record of SSP RE, Inc. stock

of any date subsequent to the effective date of the merger shall be paid to the record holder of the certificate for interest of 21 Marina Blue, LLC into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to that interest of 21 Marina Blue, LLC.

VIII.

All interest of 21 Marina Blue, LLC into which shares of SSP RE, Inc. stock shall have been converted and exchanged pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders, if any. Unless the merger is abandoned, the holders of certificates formerly representing shares of SSP RE, Inc. stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to 21 Marina Blue, LLC interest for and into which their shares of SSP RE, Inc. stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

IX.

21 Marina Blue, LLC and SSP RE, Inc. shall each take all appropriate company action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

X.

Upon the effective date, the transfer of books of SSP RE, Inc. shall be closed and no transfer of shares of SSP RE, Inc. stock shall be made or consummated thereafter.

XI.

Prior to and from and after the effective date the constituent company shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date, the surviving company shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving company full title to all properties, assets, rights, privileges and franchises of SSP RE, Inc., the officers and directors of the constituent company shall execute and deliver all instruments and take all action the surviving company may determine to be necessary or desirable in order to vest in and confirm to the surviving company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this agreement.

XII.

This agreement embodies the entire agreement between the parties. There have not been nor are there any agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this agreement.

XIII.

This agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon SSP RE, Inc and 21 Marina Blue, LLC, and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person any rights of remedies upon or by reason of this agreement.

XIV.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the duly authorized officer of the constituent companies 21 MARINA BLUE, LLC and SSP RE, INC., acting through their duly authorized officers, all parties to this agreement, this 12 day of February 2010, have signed this plan and agreement of merger.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

21 Marina Blue LLC, a Florida limited liability corporation

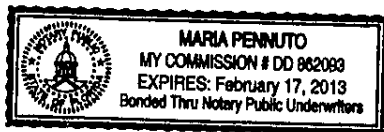
By: _____

Jorge Mattos, Manager

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 12 day of February, 2010,
by Jorge Mattos who has produced _____ as identification and who did
not take an oath. Personally Known



Maria Pennuto
Notary Public, State of Florida
My Commission Expires: February 17, 2013

SSP RE, Inc., a Florida corporation

By: _____

Jorge Mattos, Sole Shareholder

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 12 day of February, 2010,
by Jorge Mattos who has produced _____ as identification and who did
not take an oath. Personally Known



Maria Pennuto
Notary Public, State of Florida
My Commission Expires: February 17, 2013

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Chapter 608, Fla.Stats.

Article I

The name and jurisdiction of the surviving company is 21 Marina Blue, LLC, a Florida limited liability company, Document No. LO9000057848.

Article II

The name and jurisdiction of the merging corporation is SSP RE, Inc., a Florida corporation, Document No. PO400050943.

Article III

The Plan of Merger is attached hereto and made a part hereof as Exhibit "A."

Article IV

The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

21 Marina Blue LLC, a Florida limited liability company

By: _____

Jorge Mattos, Manager

State of Florida

County of Miami-Dade

FILED
2010 MAR -5 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The foregoing instrument was acknowledged before me this 12 day of February, 2010, by Jorge Mattos who has produced _____ as identification and who did not take an oath. *Personally Known*

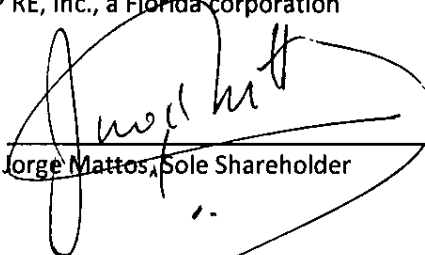


Maria Pennuto
Notary Public, State of Florida

My Commission Expires February 17, 2013

SSP RE, Inc., a Florida corporation

By:


Jorge Mattos, Sole Shareholder

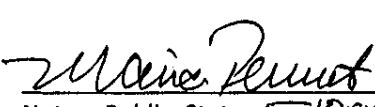
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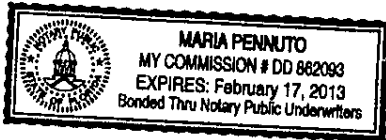
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 12 day of February, 2010,
by Jorge Mattos who has produced _____ as identification and who did
not take an oath. Personally Known

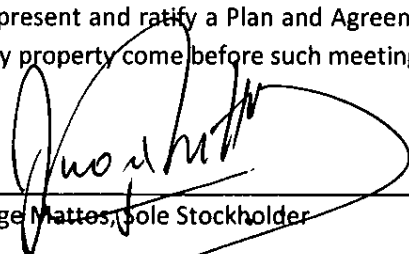

Notary Public, State of Florida

My Commission Expires: February 17, 2013



WAIVER OF NOTICE OF SPECIAL MEETING OF STOCKHOLDERS OF SSP RE, INC.

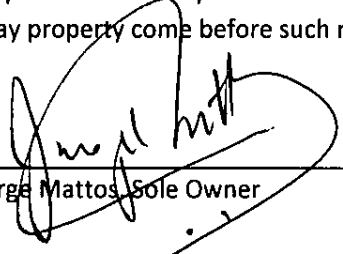
The undersigned, being the sole stockholder of SSP RE, Inc., does hereby waive all notice of the Special Meeting of Stockholders, and consent that such meeting be held on February 01, 2010, to present and ratify a Plan and Agreement of Merger and for the transaction of all other business that may properly come before such meeting.



Jorge Mattos, Sole Stockholder

WAIVER OF NOTICE OF SPECIAL MEETING OF OWNERS OF 21 MARINA BLUE, LLC.

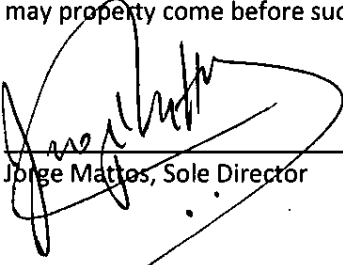
The undersigned, being the sole owner of 21 Marina Blue, LLC, does hereby waive all notice of the Special Meeting of Owners, and consent that such meeting be held on February 01, 2010, to present and ratify a Plan and Agreement of Merger and for the transaction of all other business that may properly come before such meeting.



Jorge Mattos, Sole Owner

WAIVER OF NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS OF SSP RE, INC.

The undersigned, being the sole director of SSP RE, Inc., does hereby waive all notice of the Special Meeting of Directors, and consent that such meeting be held on February 01, 2010, to present and ratify a Plan and Agreement of Merger and for the transaction of all other business that may properly come before such meeting.



Jorge Mattos, Sole Director

**SPECIAL MEETING OF MANAGING MEMBERS OF 21 MARINA BLUE, LLC REGARDING PLAN AND
AGREEMENT OF MERGER**

Minutes of the special meeting of the member of 21 Marina Blue, LLC, a Florida limited liability company, held on February 01, 2010.

Present was Jorge Mattos, being the sole member of this company.

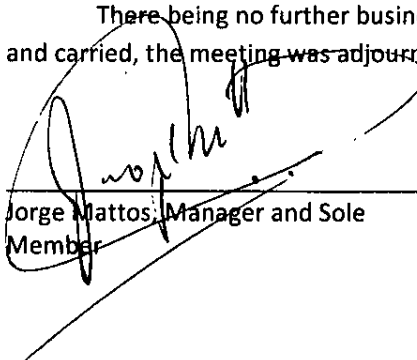
A written waiver of notice of the meeting signed by the sole member of the company was presented and ordered annexed to the minutes of the meeting.

The meeting then proceeded to the presentation of the Plan and Agreement of Merger whereby SSP RE, Inc., would merge into this company (a copy of same is attached hereto).

Following the presentation of the above Plan and Agreement of Merger; upon motion duly made, seconded and a vote taken, the following resolution was unanimously approved:

"RESOLVED that the attached Plan and Agreement for Merger is approved and the member is authorized to execute same on behalf of the Company and forwarded same to the Members for ratification and signature by the sole owner."

There being no further business to come before the meeting, upon motion duly made, seconded and carried, the meeting was adjourned.



Jorge Mattos, Manager and Sole
Member

SPECIAL MEETING OF MEMBERS OF 21 MARINA BLUE, LLC

Minutes of the special meeting of the member of 21 Marina Blue, LLC, a Florida limited liability company, held on February 01, 2010.

The following members were present:

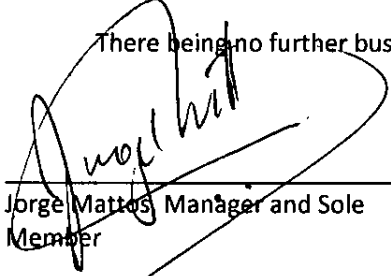
Jorge Mattos, sole owner

A written waiver of notice of the meeting signed by the sole owner of the company was presented and ordered annexed to the minutes of the meeting.

The meeting then proceeded to review and ratify the Plan and Agreement of Merger whereby SSP RE, Inc., would merge into 21 Marina Blue, LLC effective upon the filing of the Articles of Merger with the Secretary of State of the State of Florida.

RESOLVED that the attached Plan and Agreement for Merger whereby SSP RE, Inc. would merge into 21 Marina Blue, LLC is hereby approved and ratified on the date first appearing above.

There being no further business to come before the meeting, the same was adjourned.



Jorge Mattos, Manager and Sole
Member

SPECIAL MEETING OF DIRECTORS OF SSP RE, INC. REGARDING PLAN AND AGREEMENT OF MERGER

Minutes of the special meeting of the directors of SSP RE, Inc., a Florida corporation, held on February 01, 2010.

Present was Jorge Mattos, being the sole director of this corporation.

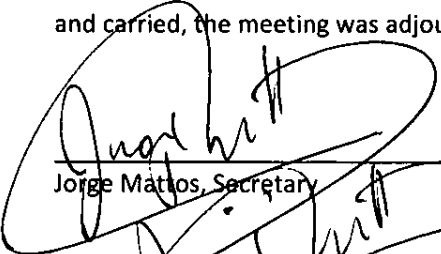
A written waiver of notice of the meeting signed by the sole director of the corporation was presented and ordered annexed to the minutes of the meeting.

The meeting then proceeded to the presentation of the Plan and Agreement of Merger in 21 Marina Blue, LLC (which is attached).

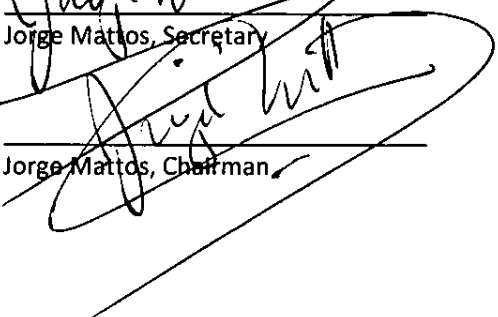
Following the presentation of the above Plan and Agreement of Merger; upon motion duly made, seconded and a vote taken, the following resolution was unanimously approved:

"RESOLVED that the attached Plan and Agreement for Merger is approved and the director is authorized to execute same on behalf of the Corporation and forwarded same to the Shareholders for ratification and signature by the sole shareholder."

There being no further business to come before the meeting, upon motion duly made, seconded and carried, the meeting was adjourned.



Jorge Mattos, Secretary



Jorge Mattos, Chairman

SPECIAL MEETING OF DIRECTORS OF SSP RE, INC. REGARDING PLAN AND AGREEMENT OF MERGER

Minutes of the special meeting of the directors of SSP RE, Inc., a Florida corporation, held on February 01, 2010.

Present was Jorge Mattos, being the sole shareholder of this corporation.

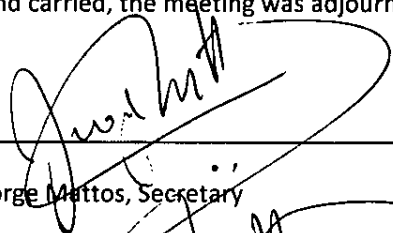
A written waiver of notice of the meeting signed by the sole director of the corporation was presented and ordered annexed to the minutes of the meeting.

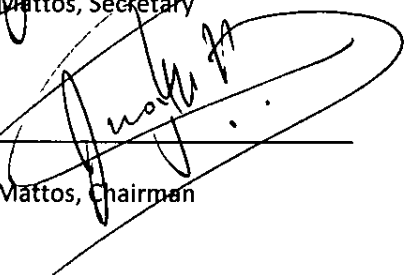
The meeting then proceeded to the presentation of the Plan and Agreement of Merger in 21 Marina Blue LLC (which is attached).

Following the presentation of the above Plan and Agreement of Merger; upon motion duly made, seconded and a vote taken, the following resolution was unanimously approved:

"RESOLVED that the attached Plan and Agreement for Merger is approved and the director is authorized to execute same on behalf of the Corporation and forwarded same to the Shareholders for ratification and signature by the sole shareholder."

There being no further business to come before the meeting, upon motion duly made, seconded and carried, the meeting was adjourned.

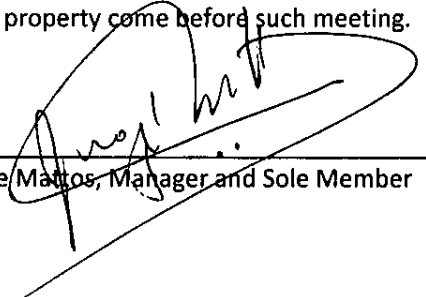


Jorge Mattos, Secretary

Jorge Mattos, Chairman

WAIVER OF NOTICE OF SPECIAL MEETING OF MANAGING MEMBERS OF 21 MARINA BLUE, LLC.

The undersigned, being the sole manager of 21 Marina Blue, LLC, does hereby waive all notice of the Special Meeting of Owners, and consent that such meeting be held on February 01, 2010, to present and ratify a Plan and Agreement of Merger and for the transaction of all other business that may properly come before such meeting.



Jorge Matos, Manager and Sole Member

SPECIAL MEETING OF STOCKHOLDERS OF SSP RE, INC.

Minutes of the special meeting of the stockholders of SSP RE, Inc., a Florida corporation, held on February 01, 2010.

The following stockholders were present:

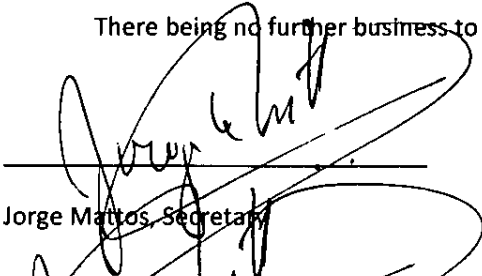
Jorge Mattos, sole stockholder

A written waiver of notice of the meeting signed by the sole stockholder of the corporation was presented and ordered annexed to the minutes of the meeting.

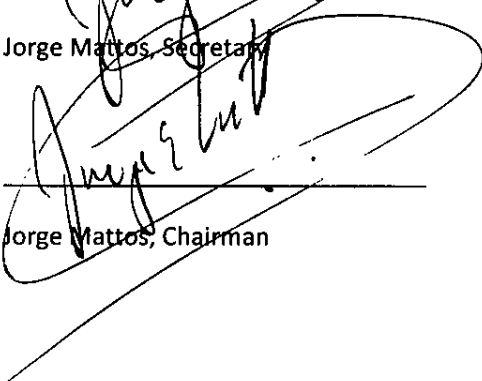
The meeting then proceeded to review and ratify the Plan and Agreement of Merger whereby SSP RE, Inc., would merge into 21 Marina Blue, LLC effective upon the filing of the Articles of Merger with the Secretary of State of the State of Florida.

RESOLVED that the attached Plan and Agreement for Merger whereby SSP RE, Inc. would merge into 21 Marina Blue, LLC is hereby approved and ratified on the date first appearing above.

There being no further business to come before the meeting, the same was adjourned.



Jorge Mattos, Secretary



Jorge Mattos, Chairman