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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

G. MCLEOD

JUL 8 - 2010

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: J.I. Kislak Mortgage 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:

Christy Complo

Contact Person

J.I. Kislak, Inc.

Firm/Company

7900 Miami Lakes Drive West

Address

Miami Lakes, FL 33016

City, State and Zip Code

ccomplo@kislak.com

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

For further information concerning this matter, please call:

Christy Complo

Name of Contact Person

at (305)

Area Code and Daytime Telephone Number

364-4101



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

**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>
Kislak Lending Solutions LLC	FL	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
J.I. Kislak Mortgage LLC	FL	Limited Liability Company

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.

10 JUL -7 PM 12:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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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:

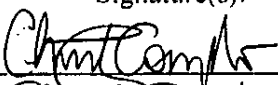
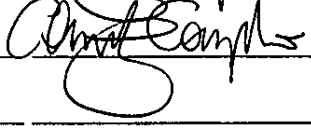
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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:
Kislak Lending Solutions LLC		Christy Complo, Authorized Representative
J.I. Kislak Mortgage LLC		Christy Complo, Authorized Representative

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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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of July 1, 2010, by and between KISLAK LENDING SOLUTIONS LLC, a Florida limited liability company (the "Non-Surviving Entity"), and J.I. KISLAK MORTGAGE LLC, a Florida limited liability company (the "Surviving Entity").

WHEREAS, the Non-Surviving Entity is a wholly-owned subsidiary of the Surviving Entity; and

WHEREAS, the Non-Surviving Entity and the Surviving Entity wish to enter into a plan of merger, pursuant to which the Non-Surviving Entity will merge with and into the Surviving Entity.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth below, the parties agree as follows:

1. Non-Surviving Entity. The name and jurisdiction of formation of the Non-Surviving Entity are as follows:

Name of Entity

State of Formation

KISLAK LENDING SOLUTIONS LLC

Florida

2. Surviving Entity: The name and jurisdiction of formation of the Surviving Entity is as follows:

Name of Entity

State of Formation

J.I. KISLAK MORTGAGE LLC

Florida

3. The Merger. Subject to the terms and conditions of this Agreement and in accordance with Section 608.438 of the Florida Limited Liability Company Act (the "LLC Act"), at the Effective Date (as hereinafter defined), the Non-Surviving Entity shall merge (the "Merger") with and into the Surviving Entity. Upon consummation of the Merger, the separate existence of the Non-Surviving Entity shall cease and the Surviving Entity shall be the sole surviving entity of the Merger.

4. Effective Date and Time of the Merger. The Merger shall become effective as of the date of the filing of a Certificate of Merger with the Secretary of State of the State of Florida (the "Effective Date").

5. Treatment of Membership Interests or Other Evidences of Ownership.

(a) Each membership interest in the Non-Surviving Entity existing immediately prior to the Effective Date, and any right to acquire a membership therein, shall, by virtue of the Merger and without any action on the part of the holder thereof, or any consideration being tendered thereto, be cancelled and retired and cease to exist, without any conversion thereof.

(b) Each membership interest in the Surviving Entity existing immediately prior to the Effective Date, and any right to acquire a membership therein, shall, by virtue of the Merger, and without any action on the part of the holder thereof, continue to exist as a membership interest and right to acquire a membership interest, respectively, in the Surviving Entity.

6. Effects of the Merger. At and after the Effective Date, the Merger shall have the effects set forth in Section 608.4383 of the LLC Act.

7. Organizational Documents of the Surviving Entity. Upon the Effective Date, the Articles of Organization and other organizational documents of the Surviving Entity in effect immediately prior to the Merger shall be Articles of Organization and other organizational documents of the Surviving Entity.

7. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

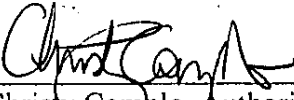
8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date firsts written above.


NON-SURVIVING ENTITY:

KISLAK LENDING SOLUTIONS LLC, a
Florida limited liability company

By: 
Christy Complo, Authorized Representative

SURVIVING ENTITY:

J.I. KISLAK MORTGAGE LLC, a Florida limited
liability company.

By: 
Christy Complo, Authorized Representative