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T. CLINE

JAN 13 2011

EXAMINER

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Banjo Investments, 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:

Tripp Vitto, Esq.

Contact Person

Saraga & Lipshy, P.A.

Firm/Company

201 N.E. First Avenue

Address

Delray Beach, Florida 33444

City, State and Zip Code

allanbg626@gmail.com

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

For further information concerning this matter, please call:

Tripp Vitto

Name of Contact Person

at (561)

330-0660

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

201 JUN 12 10:11 AM
TALLAHASSEE, FL 32314
DIVISION OF CORPORATIONS
STATE OF 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>
Banjo Investments	New Jersey	LLC

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>
Banjo Investments	Florida	LLC

U10-106106

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.

2011 JAN 12 PM 3:11
STATE OF FLORIDA
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE

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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Banjo Investments		Allan B. Goldstein

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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2011 JUN 12 AM 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of November 12, 2010 (the "**Agreement**"), by and between BANJO INVESTMENTS, LLC, a Florida limited liability company (the "**FL LLC**"), and BANJO INVESTMENTS, LLC, a New Jersey limited liability company (the "**NJ LLC**"). The name of the surviving company shall be BANJO INVESTMENTS, LLC, a Florida limited liability company.

WITNESSETH:

WHEREAS, the FL LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the NJ LLC by means of a merger of the NJ LLC with and into the FL LLC;

WHEREAS, Section 42, 42:2A and 42:2B of the New Jersey statutes and Section 608.438 of the Florida statutes authorize the merger of a foreign company with and into a domestic company;

WHEREAS, the NJ LLC and the FL LLC now desire to merge (the "**Merger**"), following which the FL LLC shall be the surviving company;

WHEREAS, all shares of the FL LLC shall remain unchanged before and after the merger has been completed;

WHEREAS, the FL LLC has approved this Agreement and the consummation of the Merger; and

WHEREAS, the NJ LLC has also approved this Agreement and the consummation of the Merger;

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the FL LLC and the NJ LLC shall determine, the FL LLC, which shall be the surviving entity, shall file the Certificate of Merger in the form of **Exhibit "A"** hereto (the "**FL Certificate of Merger**") with the Florida Department of State and make all other filings or recordings required by Florida law in connection with the Merger. In addition to the above aforementioned filing with the Secretary of State of the State of Florida, the NJ LLC shall file a Certificate of Merger substantially in the form of **Exhibit "B"** hereto (the "**NJ Certificate of Merger**") with the Secretary of State of the State of New Jersey and make all other filings or recordings required by New Jersey law in

connection with the Merger. The Merger shall become effective at such time of filing of the FL Certificate of Merger (the "Effective Date").

(b) At the Effective Date, the NJ LLC shall be merged with and into the FL LLC, whereupon the separate existence of the NJ LLC shall cease (the "Non-surviving Company"). The FL LLC shall be the surviving company of the Merger (the "Surviving Company") in accordance with Section 42, 42:2A and 42:2B of the New Jersey statutes and Section(s) 608.438 of the Florida Statutes.

SECTION 1.02. Exchange of Interests. At the Effective Date:

(a) The entire interest in the NJ LLC outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) The entire interest in the FL LLC outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain an outstanding interest in the Surviving Company.

SECTION 1.03. Conversion of Shares. At the Effective Date:

(a) The manner and basis of converting and exchanging the shares of the NJ LLC shall be as follows:

(1) On the Effective Date each issued share of the NJ LLC shall become completely vested and merged into the FL LLC and shall thenceforth represent one issued share of the FL LLC without any further action on behalf of the holder of the shares.

(2) The issued shares of the Surviving Company shall not be converted or exchanged in any manner, but each said share which is issued at the Effective Date and date of the Merger shall continue to represent one issued share of the Surviving Company.

ARTICLE II

THE SURVIVING COMPANY

SECTION 2.01. Articles of Organization. The Articles of Organization of the Surviving Company at the Effective Date and date of the Merger in the jurisdiction of its organization shall be the Articles of Organization of said Surviving Company and said Articles of Organization shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the Surviving Company.

SECTION 2.02. Bylaws of the Surviving Company. The Bylaws of the FL 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.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Date, the FL LLC shall continue in existence as the Surviving Company, and without further transfer, succeed to and possess all of the rights, privileges and powers of the NJ LLC, and all of the assets and property of whatever kind and character of the NJ LLC shall vest in the FL LLC without further act or deed; thereafter, the FL LLC, as the Surviving Company, shall be liable for all of the liabilities and obligations of the NJ LLC, and any claim or judgment against the NJ LLC may be enforced against the FL LLC, as the Surviving Company, in accordance with Section 608.438 of the Florida statutes.

SECTION 3.02. Further Assurances. If at any time the FL LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Company the title to any property or right of the NJ LLC, or otherwise to carry out the provisions hereof, the proper representatives of the NJ LLC as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company, and otherwise to carry out the provisions hereof.

ARTICLE IV

TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date:

- (a) by mutual written consent of the FL LLC and the NJ LLC; or
- (b) by either the FL LLC, or the NJ LLC, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the FL LLC or the NJ LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party. The obligations of the FL LLC and the NJ LLC to consummate the Merger are subject to satisfaction of the following conditions as of the Effective Date:

(a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(b) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Date if, and only if, such amendment or waiver is in writing and signed by the FL LLC and the NJ LLC

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the FL LLC and the NJ LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the FL LLC and the NJ LLC with respect to the subject matter hereof.

SECTION 6.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to principles of conflict of laws.

SECTION 6.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the

signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

ARTICLE VII

AUTHORIZATION TO COMPLETE MERGER

SECTION 7.01. Authorization to sign Agreement and Plan of Merger.

(a) The Managing Members and the proper members of the Non-Surviving Company and of the Surviving Company, respectively, are hereby authorized, empowered, and directed to do any and all acts, and to make, execute, deliver, and/ or 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 agreement herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BANJO INVESTMENTS, LLC,
a Florida limited liability company

By: Allan B Goldstein
Print Name: ALLAN B. GOLDSTEIN
Title: Manager

BANJO INVESTMENTS, LLC,
a New Jersey limited liability company

By: Allan B Goldstein
Print Name: ALLAN B. GOLDSTEIN
Title: Manager

SECRETARY OF STATE
JUL 16 2012
2011 JUN 12 AM 12

EXHIBIT "A"

711 2011
2011 12 12 12
SECRETARY
MILWAUKEE

**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>
Banjo Investments	New Jersey	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Banjo Investments	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.

2011 JUN 12 AM 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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: _____

2011 SEP 12 4:10 PM
FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

2011 SEP 12 4:10 PM

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:
Banjo Investments		Allan B. Goldstein

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

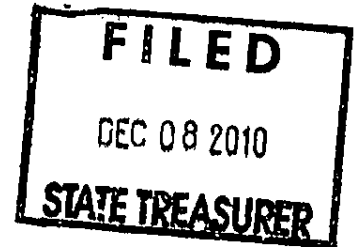
<u>Certified Copy (optional):</u>	\$30.00
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2011 JUN 12 01:16:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "B"

211-1112 M.D. 12
211-1112 M.D. 12
211-1112 M.D. 12
211-1112 M.D. 12

New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Limited Liability Co.'s, Limited Partnerships & Partnerships)



This form may be used to record the merger or consolidation of a limited liability company, limited partnership or partnership with or into another business entity or entities, pursuant to NJSA 42, 42:2A and 42:2B. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the New Jersey State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the State Treasurer's office.

1. Type of Filing (check one): ☒ Merger ☐ Consolidation
2. Name of Surviving Business Entity: **Banjo Investments, LLC**
3. Address of the Surviving Business Entity: **9603 Barletta Winds Point, Delray Beach, Florida 33446**
4. Name(s)/Jurisdiction(s) of All Participating Business Entities:

Name	Jurisdiction	Identification # Assigned by Treasurer (if applicable)
Banjo Investments, LLC	New Jersey	0600044978
Banjo Investments, LLC	Florida	L10000106106

5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer): **9603 Barletta Winds Point, Delray Beach, Florida 33446**

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of a merging or consolidating LLC, LP or partnership. The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the Surviving Business Entity at the Service of Process address stated above.

6. Effective Date (see instructions): Filing Date

The undersigned represent(s) that the agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger/consolidation has been approved and executed by each business entity involved. Additionally, a copy of the merger/consolidation agreement has been or shall be furnished by the surviving entity to any member or any person having an interest.

The undersigned also represent(s) that they are authorized to sign on behalf of the surviving business entity.

 _____	Name Allan B. Goldstein	Title Managing Member	Date 11/12/2010
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****Important Notes --**New Jersey law prohibits domestic LLCs, LPs and partnerships from merging/consolidating with another business entity, if authority for such merger/consolidation is not granted under the laws of the jurisdiction under which the other business entity was organized. Also, a merger/consolidation certificate may be filed pursuant to Title 42, 42:2A or 42:2B only if the surviving or resulting business entity is a limited partnership, limited liability company or partnership. Also, at least one participating business entity must be a limited partnership or limited liability company. If a for-profit domestic or foreign corporation participates or is the survivor, file the merger/consolidation pursuant to Title 14A. Title 15A corporations are not authorized to participate in mergers/consolidations involving LPs, LLCs, partnerships and for-profit corporations.