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EXAMINER



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10/12/11--01003--002 **26.55

FILED
11 OCT 13 PM 12:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: PLAZA PRESIDENTIAL II, INC
Name of Florida Profit Corporation

The enclosed Certificate of Conversion and fee(s) are submitted to convert a Florida Profit Corporation into an "Other Business Entity" in accordance with s. 607.1113, F.S.

Please return all correspondence concerning this matter to:

Manuel Zaiac Attorney

Contact Person

Manuel Zaiac Attorney

Firm/Company

100 SE 2nd Street Suite 1120

Address

Miami, Florida 33133

City, State and Zip Code

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

For further information concerning this matter, please call:

Manuel Zaiac

Name of Contact Person

at (305)

358-4580

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$35.00 Filing Fee

☐ \$43.75 Filing Fee
and Certificate of
Status

☐ \$43.75 Filing Fee
and Certified Copy

☒ \$52.50 Filing Fee,
Certified Copy, and
Certificate of Status

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

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: PLAZA PRESIDENTIAL II, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Manuel Zaiac Attorney

Contact Person

Manuel Zaiac Attorney

Firm/Company

100 SE 2nd Street Suite 1120

Address

Miami, Florida 33131

City, State and Zip Code

mzaiac@bellsouth.net

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

For further information concerning this matter, please call:

Manuel Zaiac

Name of Contact Person

at (305)

3584580

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

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

FILED
11 OCT 13 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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>
PLAZA PRESIDENTIAL II, INC	Florida	Corporation
PLAZA PRESIDENTIAL II, LLC	Florida	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>
PLAZA PRESIDENTIAL II, LLC	Florida	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.

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11 OCT 13 PM 12:54
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:

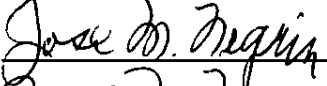
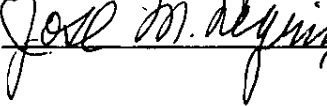
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
PLAZA PRESIDENTIAL II, INC		JOSE M. NEGRIN
PLAZA PRESIDENTIAL II, LLC		JOSE M. NEGRIN

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

THIS PLAN OF MERGER is entered into by and between PLAZA PRESIDENTIAL II, LLC a Florida Limited Liability Company (the "LLC"), and PLAZA PRESIDENTIAL II, INC, a Florida corporation (the "Corporation"), as of July 1, 2011. In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Merger.

1.1 Surviving Entity. Upon the time of filing of a Certificate of Merger with the Secretary of State of the State of Florida

(a) the Corporation shall be merged with and into the LLC (the "Merger") in accordance with sec .607.1101 and 608.438 of the State of Florida .

(b) the LLC shall be the surviving entity of the Merger (hereinafter sometimes called the "Surviving Entity"),

(c) the identity, existence, rights, privileges, powers, franchises, properties and assets of the LLC shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Entity, and

(d) the identity and separate existence of the Corporation shall cease, and all of the rights, privileges, powers, franchises, properties and assets of the Corporation shall be vested in the Surviving Entity.

1.2 ing Agreement, Members, Manager and Officers. From and after the Effective Time until amended as provided by law, the Operating Agreement, as amended, of the LLC shall be the Operating Agreement of the Surviving Entity, and the manager[s] and any officers of the LLC in office immediately prior to the Effective Time shall become the manager[s] and officers of the Surviving Entity as of the Effective Time.

1.3 Share Conversion. At the Effective Time each share of Common Stock of the Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Corporation or the LLC, be exchanged for membership interests in the LLC as set forth on Schedule A hereto

2. General.

2.1 Condition to the Merger. The Merger shall have been duly authorized by both the Corporation and the LLC prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida effecting the Merger.

2.2 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the vote of either the members of the LLC or the board of directors of the Corporation. In the event of such termination and

LLC or the board of directors of the Corporation. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, directors, managers, members or stockholders shall have any liability hereunder.

2.3 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first written above.

PLAZA PRESIDENTIAL II, LLC

By: Jose M. Negrin
Name: JOSE M. NEGRIN
Title: Member-mgr

PLAZA PRESIDENTIAL II, INC

By: Jose M. Negrin
Name: JOSE M. NEGRIN
Title: President

SCHEDULE A

SCHEDULE OF SHARE CONVERSION

STOCKHOLDER	SHARES	RESULTING INTEREST IN LLC
SILVINO NEGRIN	50.000	50.000
ALEX F. NEGRIN	16.666	16.666
JOSE M. NEGRIN	16.668	16.668
BERTA M. NEGRIN	16.666	16.666