

L14000046919

Division of Corporations

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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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MERGER OR SHARE EXCHANGE
JACSAL HOLDINGS LLC

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$83.75

cc
merger
@ 6/3/14
80.00

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Self attached here FAX sheet.

June 2, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

JACSAL HOLDINGS LLC
4430 WEST TIFFANY DRIVE
MANGONIA PARK, FL 33407

SUBJECT: JACSAL HOLDINGS LLC
REF: L14000046979

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet. The fee to file the merger is \$25.00 for each corporation and \$30.00 for the certified copy. Total for filing is \$80.00.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

FAX Aud. #: H14000126748
Letter Number: 014A00011794

OK.
PLEASE HONOR ORIGINAL FILE DATE 5/30/14
THANK YOU.

RECEIVED
14 JUN -2 PM 2:16

FILED
14 MAY 30 AM 10:29
CLERK OF DISTRICT COURT
MAY 30 2014

**CERTIFICATE OF MERGER
FOR
JACSAL HOLDINGS LLC**

The undersigned desiring to file and submit this Certificate of Merger of a limited liability company pursuant to Florida Law as set forth in Section 605.1025, of the Florida Revised Limited Liability Company Act, and hereby state the following:

1. NAME AND JURISDICTION OF MERGING PARTY ARE AS FOLLOWS:

JACSAL HOLDINGS LLC, is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York organized on March 25, 2012, under File No. DOS 4250570 ("New York LLC"); and

JACSAL HOLDINGS LLC, is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, organized on March 20, 2014, under Document No. L14000046979 ("Company").

2. NAME AND JURISDICTION OF SURVIVING PARTY IS AS FOLLOWS:

The Surviving Entity in this merger is JACSAL HOLDINGS LLC, is a Florida limited liability ("Surviving Entity"), having a principal business address of 4430 West Tiffany Drive, Mangonia Park, Florida 44307.

3. AUTHORIZATION.

The merger was authorized, approved and adopted by unanimous consent by the Members of the Company on March 19, 2014, in accordance with its governing law and in accordance with the provisions of the operating, if any; and

The merger was authorized, approved and adopted by unanimous consent by the Members of the New York LLC on March 19, 2014, in accordance with its governing law and in accordance with the provisions of the operating, if any.

4. PLAN OF MERGER.


Attached as Exhibit "A" is a complete copy of the Agreement and Plan of Merger as approved by each respective merging party in accordance with the applicable laws of the State under which said entity is organized.

5. EFFECTIVE DATE.

This Certificate of Merger shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned authorized representative of each limited liability company executed this certificate of merger the 21 day of June 2014.

JACSAL HOLDINGS LLC, a Florida limited liability company

By: 
Abraham Jacobi, Manager
Authorized Representative

JACSAL HOLDINGS LLC, a New York limited liability company

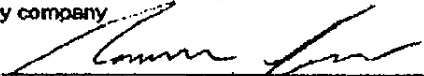
By: 
Abraham Jacobi, Manager
Authorized Representative

Exhibit "A"

Plan and Agreement of Merger

17491140.1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made this 19 day of March, 2014, by and between JACSAL HOLDINGS LLC, a New York limited liability company (hereinafter referred to as the "Merging Company") and JACSAL HOLDINGS LLC, a Florida limited liability company (hereinafter referred to as the "Company").

WHEREAS, the Manager and Members of the Merging Company and the Manager and Members of the Company deem it advisable and generally in the best interests of the respective parties and their respective Members that the parties effect a domestication and merger (the "Merger") pursuant to the applicable corporate laws, with the Company being the surviving entity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Merger. At the Effective Time (as defined in Section 5 hereof), the Merging Company will be merged with and into the Company in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida and New York law as follows:

- (a) Current ownership interest of the Merging Company is: Levante Acs 49% and Abraham Jacobi 51%. Each percentage interest of Membership interest of the Merging Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive the same percentage interest of Membership interest of the Company, as the surviving entity. All of the percentage interest of the Membership interest of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) The percentage interest of the Membership interest of the Company that is issued and outstanding immediately prior to the Effective Time shall automatically be canceled, shall cease to exist and shall no longer be outstanding at the Effective Time.
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a Merging Company Membership interest, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive that percentage interest of Membership interest of the Company as provided in this Section 1. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the Company shall issue the percentage interest of

Membership interest attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the Company's Membership interest thereby.

2. Effect of Merger. At the Effective time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the Company and the Company, a Florida limited liability company, will be the surviving entity pursuant to the terms of the Articles of Merger; (b) the Articles of Organization and Operating Agreement of the Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each Membership interest of the Merging Company outstanding immediately prior to the Effective Time shall be converted as provided above; (d) The Membership interest of the Company outstanding immediately prior to the Effective Time shall be cancelled as provided above; (e) the Member of the Merging Company receiving the Membership interests of the Company as set forth above shall be the Member of the Company as the surviving entity; and the Manager of the Company shall be the Manager of the Company as the surviving entity; (f) and the Merger shall have all of the effects provided by applicable law.

3. Filing. The Company and the Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida, and the Company and Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Georgia.

4. Conduct of the Merging Company and the Company.

(a) Until the Effective Time each of Merging Company and the Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

(b) Prior to the Effective Time, the Member of the Company and the Member of the Merging Company shall have approved and adopted this Agreement and Plan of Merger and the terms of the Merger contemplated herein.

5. Effective Time. The merger shall be effective upon the filing of the Certificate of Merger with the Secretary of State of New York and Secretary of State of Florida (the "Effective Time").

6. Rights and Liabilities of Merging Company. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and causes of action belonging to Merging Company shall be the property of the Company as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. Further Assurances. If, at any time after the Effective Time, the Company shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of Merging Company and the Company acquired or to be acquired by reason of, or as a result of, the merger, Merging Company and the Company agree that such entities and their proper officers and managers shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Company and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers and managers of the Company are fully authorized and directed in the name of the Merging Company and the Company or otherwise to take any and all such actions.


8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any applicable conflicts of law.

9. Termination. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.


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[signatures appear on the preceding page]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this 19 day of June 2014.

JACSAL HOLDINGS LLC, a Florida limited liability company


By: Abraham Jacobi
Title: Manager

JACSAL HOLDINGS LLC, a New York limited liability company


By: Abraham Jacobi
Title: Manager/Authorized Representative