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#307 P.001/006

12/30/2015

Division of Corporations

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

8712 SURFSIDE PROPERTIES, LLC

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$60.00

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ARTICLES OF MERGER
FOR A FLORIDA PROFIT CORPORATION

The following Articles of Merger are submitted to merge the following Florida Profit Corporation and Florida limited liability Company in accordance with s. 607.1108, Florida Statutes.

FIRST: The name, entity type, and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
• Carpentryworkx Inc	Florida	Profit Corporation
• 8712 Surfside Properties, LLC	Florida	Limited Liability Company

SECOND: The name, entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
• 8712 Surfside Properties, LLC	Florida	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic entity that is a party to the merger in accordance with the applicable provisions of Chapter 607, Florida Statutes.

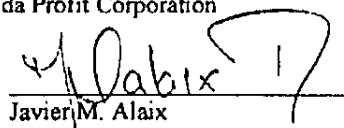
FOURTH: The attached plan of merger was approved by the Limited Liability Company that is a party to the merger in accordance with the applicable provisions of Chapter 607, Florida Statutes.

FIFTH: The Articles of Merger shall be effective when filed with the Florida Department of State.

Signed this 29th day of December, 2015

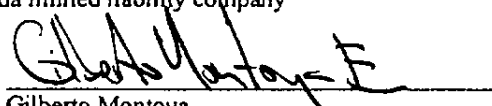
CARPENTRYWORKX INC
a Florida Profit Corporation

By:


Javier M. Alaix
Vice-President

8712 SURFSIDE PROPERTIES, LLC
a Florida limited liability company

By:


Gilberto Montoya
Member

The Certificate of Merger was authorized on the 31st day of August, 2015, by the Unanimous Consent of all Members of each merging and surviving party.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is effective as of the 29th day of December, 2015 and is made by and between CARPENTRYWORKX INC, a Florida corporation (the "Corporation") and 8712 SURFSIDE PROPERTIES, LLC, a Florida limited liability company (the "Company").

RECITALS

WHEREAS, the Board of Directors of the Corporation and the Managers of the Company deem it to be advisable and in the best interests of the entities hereto to merge the Corporation into the Company consistent with the terms and conditions hereinafter set forth and have agreed to said merger; and

NOW, THEREFORE, in consideration of the premises and the agreements, covenants and provisions hereinafter contained, the parties hereto have agreed and do hereby agree, each with the other as follows:

1. Merger. The Corporation and the Company shall be merged into a single entity in accordance with the applicable laws of the State of Florida, by the Corporation merging into the Company, which shall be the surviving entity.

2. Plan of Merger.

a. Governing Documents. The Articles of Organization and Operating Agreement of the Company shall not be amended in any respect by reason of this Agreement, except as may be required to reflect the new members of Company.

b. Manner of Conversion of Stock into Membership Interests. The stock held by the shareholder of the Corporation shall be converted into membership interests in the Company on a proportionate basis.

3. Service of Process. The Company agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent corporation of the State of Florida, as well as for the enforcement of any obligation of the surviving limited liability company arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the laws of the State of Florida.

4. Cooperation of the Parties. The parties hereto agree to do all acts necessary to effectuate the agreement set forth herein, including, but not limited to signing any and all releases and other documentation.

5. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

6. Governing Law; Exclusive Jurisdiction for Suit in Case of Breach. It is intended that this Agreement be valid and enforceable under the laws of the state of Florida, and that the laws of this state shall govern the Agreement's interpretation. The Parties, by entering into this Agreement, submit to jurisdiction in Miami-Dade County, Florida for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the parties hereby agree that the courts of Miami-Dade County, Florida shall have exclusive jurisdiction over any disputes between the parties relative to this Agreement, whether said disputes sounds in Agreement, tort, or other areas of the law.

7. Titles and Headings. The titles, captions, and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement. The singular shall include the plural, the masculine gender shall include the feminine and neuter and vice versa.

8. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

9. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as set forth above. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

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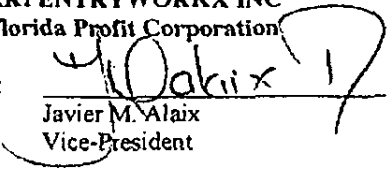
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IN WITNESS WHEREOF, each party hereto, pursuant to the approval and authority duly given by resolutions adopted by the Board of Directors and Managers thereof, have caused this Agreement to be executed by an authorized agent of each party thereto.

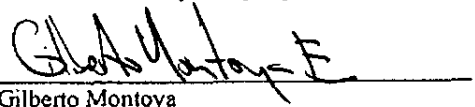
CARPENTRYWORKX INC
a Florida Profit Corporation

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