

M11000001140

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

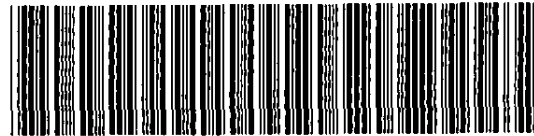
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500196524575

RECEIVED

11 MAR -4 PM 1:41

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

SECRETARY OF STATE
DIVISION OF CORPORATIONS

11 MAR -4 PM 3:36

B. KOHR

MAR - 4 2011

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 697843 4300043

AUTHORIZATION :

COST LIMIT : \$50.00

Spudde

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
11 MAR -4 PM 3:36

ORDER DATE : March 4, 2011

ORDER TIME : 1:04 PM

ORDER NO. : 697843-005

CUSTOMER NO: 4300043

ARTICLES OF MERGER

JALO HOLDINGS, LLC

INTO

JALO HOLDINGS, LLC

*File
1st*

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS: _____

**Certificate of Merger
For
Florida Limited Liability Company**

FILED STATE
SECRETARY OF CORPORATION
11 MAR -4 PM 3:36

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>
L670000059058 Jalo Holdings, LLC	Florida	Limited Liability Company
Jalo Holdings, LLC	Delaware	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>
Jalo Holdings, LLC	Delaware	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.

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:

2711 Centerville Road, Suite 400

Wilmington, DE 19808

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: c/o Scott M. Solkoff, Solkoff & Associates, P.A.

2605 W. Atlantic Avenue, Suite A-103

Delray Beach, FL 33445

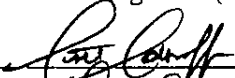
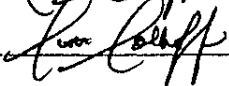
Mailing address: c/o Scott M. Solkoff, Solkoff & Associates, P.A.

2605 W. Atlantic Avenue, Suite A-103

Delray Beach, FL 33445

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:
Jalo Holdings, LLC (Florida)		Scott M. Solkoff, Manager
Jalo Holdings, LLC (Delaware)		Scott M. Solkoff, Manager
_____	_____	_____
_____	_____	_____

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

<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
--	---------

AGREEMENT OF MERGER

OF

JALO HOLDINGS, LLC

(an Florida limited liability company)

AND

JALO HOLDINGS, LLC

(a Delaware limited liability company)

AGREEMENT OF MERGER approved by its Manager and Member on March 4, 2011 pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act of the State of Delaware by JALO HOLDINGS, LLC, a limited liability company of the State of Delaware, and approved by its Manger and Member on March 4, 2011, pursuant to Section 608.4328 of the Florida Limited Liability Company Act by JALO HOLDINGS, LLC, a limited liability company of the State of Florida, and in accordance with its Limited Liability Company Agreement on said date.

WHEREAS JALO HOLDINGS, LLC (an Florida limited liability company) and JALO HOLDINGS, LLC (a Delaware limited liability company) and the manager and member of JALO HOLDINGS, LLC (an Florida limited liability company) and the manager and member of JALO HOLDINGS, LLC (a Delaware limited liability company) declare it advisable and to the advantage, welfare, and best interests of said limited liability companies and their respective manager or member to merge JALO HOLDINGS, LLC (an Florida limited liability company) with and into JALO HOLDINGS, LLC (a Delaware limited liability company) pursuant to the provisions of the Florida Limited Liability Company Act and pursuant to the provisions of the Delaware Limited Liability Company Act upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by the manager and member of JALO HOLDINGS, LLC (an Florida limited liability company) and duly approved by the manager and member of JALO HOLDINGS, LLC (a Delaware limited liability company), the Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. JALO HOLDINGS, LLC (an Florida limited liability company) and JALO HOLDINGS, LLC (a Delaware limited liability company) shall, pursuant to the provisions of the Florida Limited Liability Company Act and pursuant to the provisions of the Delaware Limited Liability Company Act of the State, be merged with and into a limited liability company, to wit, JALO HOLDINGS, LLC (a Delaware limited liability company), which shall be the surviving company from and after the effective time of the merger, and which is some-times hereinafter referred to as the "surviving company", and which shall continue to exist as said surviving company under its present name pursuant to the provisions of the Delaware Limited Liability Company Act. The address of the surviving company shall be 2605 W. Atlantic Avenue, Suite A-103, Delray Beach, FL 33445.

The separate existence of JALO HOLDINGS, LLC (an Florida limited liability company), which is hereinafter sometimes referred to as the "terminating company", shall cease at the said effective time in accordance with the provisions of said the Florida Limited Liability Company Act and pursuant to the provisions of the Delaware Limited Liability Company Act.

2. The Limited Liability Company Agreement of the surviving company, as now in force and effect, shall continue to be the Limited Liability Company Agreement of said surviving company and said Limited Liability Company Agreement shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Delaware Limited Liability Company Act.

3. Each interest of the terminating company shall, at the effective time of the merger, be converted into interests of the surviving company, as follows:

Scott M. Solkoff's 100% membership interest in JALO HOLDINGS, LLC (an Florida limited liability company) shall be converted into a 100% membership interest in JALO HOLDINGS, LLC (a Delaware limited liability company).

4. In the event that this Agreement of Merger shall have been fully adopted upon behalf of the terminating company and of the surviving company in accordance with the provisions of the Florida Limited Liability Company Act and pursuant to the provisions of the Delaware Limited Liability Company Act of the State, the said terminating company and the said surviving company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts within the State of Delaware and elsewhere to effectuate the merger herein provided for.

5. The managers and members of the terminating company and the manager and the members of the surviving company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and 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 of Merger or of the merger herein provided for.

The effective time of the Agreement of Merger, and the time when the merger therein agreed upon shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

This Agreement of Merger may be executed in multiple counterparts and all such counterparts shall collectively constitute an original Agreement of Merger, which may be evidenced by any one counterpart.

IN WITNESS WHEREOF, this Agreement of Merger is hereby signed upon behalf of each of the parties thereto.

JALO HOLDINGS, LLC,
a Florida limited liability company

By: 
Scott M. Solkoff, Manager and Member

JALO HOLDINGS, LLC,
a Delaware limited liability company

By: 
Scott M. Solkoff, Manager and Member