

PB7000049711

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

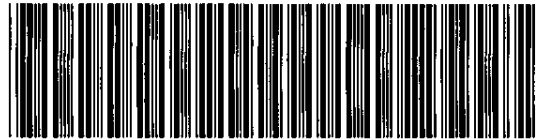
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600097658966

05/02/07--01015--006 **87.50

*merger &
name
change*

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

07 MAY - 2 AM 10:28

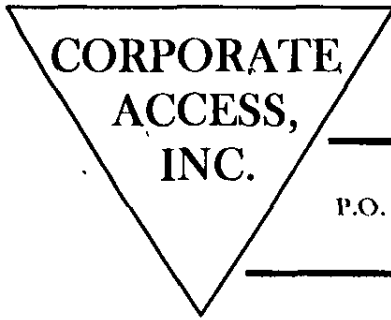
RECEIVED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 MAY - 2 AM 10:33

FILED

*ASR
5/3/07*



"When you need ACCESS to the world"

236 East 6th Avenue . Tallahassee, Florida 32303
P.O. Box 37066 (32315-7066) (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

WALK IN

PICK UP:

5/2



CERTIFIED COPY



PHOTOCOPY



CUS

GS



FILING

Merger

1.

Lacerte Builders, inc. & Lacerte Merger corporation into Lacerte
(CORPORATE NAME AND DOCUMENT #) Merger corporation under the name of
Lacerte Builders, inc.

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

FILED

ARTICLES OF MERGER
(Profit Corporations)

2007 MAY -2 AM 10:33

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Lacerte Merger Corporation	Florida	P07000049711

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Lacerte Builders, Inc.	Florida	K34232

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on April 26, 2007 _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on April 30, 2007 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Lacerte Merger Corporation

Marc Lacerte, President

Lacerte Builders, Inc.

Marc Lacerte, President

PLAN AND AGREEMENT OF REORGANIZATION

by merger of
Lacerte Builders, Inc., a Florida corporation
with and into
Lacerte Merger Corporation, a Florida corporation
under the name of
Lacerte Builders, Inc., a Florida corporation

This is a Plan and Agreement of Merger between Lacerte Builders, Inc., a Florida corporation (the "Merging Corporation" sometimes hereinafter referred to as "Lacerte"), and Lacerte Merger Corporation, a Florida corporation (the "Surviving Corporation" sometimes hereinafter referred to as "Newco").

ARTICLE 1 . PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Lacerte and Newco, pursuant to Section 607.1101 of the Florida Statutes, and Section 368(a)(1)(A) of the Internal Revenue Code , is adopted as follows:

(a) Lacerte shall be merged with and into Newco, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be Lacerte Builders, Inc..

(c) When this agreement becomes effective, the separate corporate existence of Lacerte shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of Lacerte, as well as with the assets of Newco.

(e) The shareholders of Lacerte will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Lacerte surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of Newco will retain their shares as shares of the Surviving Corporation.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and state of Florida securities laws and the related supervisory commissions to insure that this plan is properly processed and complies with registration formalities, or to avail itself of any appropriate exemptions from registration, and to otherwise be in accord with all anti-fraud restrictions in this area.

ARTICLE 3 . COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Newco, pending consummation of the merger, Lacerte shall not:

(a) Declare or pay any dividend or make any other distribution on its shares.

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted to the shareholders of Lacerte for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to Obligations of Lacerte Builders, Inc.

3.03. Except as may be expressly waived in writing by Lacerte, all of the obligations of Lacerte under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Newco:

(a) The representations and warranties made by Newco to Lacerte in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Newco discovers any material error, misstatement, or omission in any of those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Lacerte and shall either correct the error, misstatement, or omission or obtain a written waiver from Lacerte.

(b) Newco shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Newco shall have delivered to Lacerte, a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of Newco and certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(d) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

Conditions Precedent to Obligations of Lacerte Merger Corporation

3.04. Except as may be expressly waived in writing by Newco, all of the obligations of Newco under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Lacerte:

(a) The representations and warranties made by Lacerte to Newco in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Lacerte discovers any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Newco and shall either correct the error, misstatement, or omission or obtain a written waiver from Newco.

(b) Lacerte shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Lacerte shall have delivered to Newco, a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of Lacerte and certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

(d) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4 . MANNER OF CONVERTING SHARES

Shares of Lacerte Builders, Inc. and Lacerte Merger Corporation

4.01. The holders of shares of Lacerte and Newco shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date on the terms described in

this Article 4.

Shares of Lacerte Builders, Inc.

4.02.

(a) The shareholders of Lacerte, who are not shareholders of the Surviving Corporation immediately prior to the merger, and who desire to become a shareholder of the Surviving Corporation shall be entitled to exchange not less than all of their shares in Lacerte on the basis of one (1) share of common stock of the Surviving Corporation, each of \$1.00 par value, for each share of common stock of Lacerte if, and only if, they first execute and deliver the Shareholders' Agreement that the shareholders of the Surviving Corporation are party to (the "Shareholders' Agreement"). The Shareholders' Agreement is attached hereto as Exhibit "A."

(b) The shareholders of Lacerte who are also shareholders of the Surviving Corporation immediately prior to the Merger, shall automatically have all of their shares of common stock in Lacerte canceled and they shall receive no independent consideration therefor.

(c) The shareholders of Lacerte who are not shareholders of the Surviving Corporation immediately prior to the Merger, and who do not desire to exchange all of their shares in Lacerte to become a shareholder of the Surviving Corporation and/or who do not execute the Shareholders' Agreement, and promptly deliver the original of the executed Shareholders' Agreement to the Surviving Corporation within three (3) business day of the Effective Date of the merger (the "Retiring Shareholders") shall automatically have all of their shares cancelled and transformed into the right to receive an amount equal to the fair value as defined by Section 607.1301 of the Florida Statutes (the "Merger Payout Price"). The fair value shall be established by an independent appraiser retained by the Board of Directors of Newco and Lacerte for that purpose, subject to the rights of appraisal by the Retiring Shareholders in accordance with applicable law. The precise amount of the Merger Payout Price to be paid to each Retiring Shareholder, based on the fair value of his shares (as determined by such appraisal), shall be set forth in an Exhibit to the copy of this Plan of Merger that is distributed to the shareholders of Newco and Lacerte in connection with this merger. The Merger Payout Price shall be payable in cash within ten (10) calendar days following the Effective Date of the merger. The payment shall be made by Newco company check.

(d) A shareholder of Lacerte who does not dissent and exercise his appraisal rights must surrender all of his shares of Common Stock promptly after the effective date of the merger, as provided in Section 4.04 below.

Shares of Lacerte Merger Corporation

4.03.

(a) The currently outstanding one thousand (1000) common shares of Newco, each of \$ 1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

(b) The total number of shares of capital stock the Surviving Corporation shall have authority to issue shall be 5000 shares of common stock, each of \$1.00 par value.

Surrender of Lacerte Builders, Inc.
Stock Certificates, and Payment of the
Merger Payout Price

4.04. Each shareholder who immediately prior to the effective date of the merger holds of record any outstanding certificate or certificates representing shares of common stock of Lacerte shall promptly (and, in any event, within ten (10) calendar days) after the Effective Date of the merger surrender such certificate(s) to the Surviving Corporation (together with such documentation as shall be satisfactory to the Surviving Corporation) and, shall receive shares of common stock in Newco as described in this Article 4. If such shareholder is a Retiring Shareholder, such shareholder shall receive payment of the Merger Payout Price for the shares of common stock of Lacerte represented by such certificate or certificates.

ARTICLE 5 . DIRECTORS AND OFFICERS

Directors and Officers of Newco

5.01.

(a) The present Board of Directors of Newco shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified as provided in the bylaws of Newco.

(b) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Newco shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6 . BYLAWS

Bylaws of Survivor

6.01. The bylaws of Newco, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7 . TERMINATION

Circumstances

7.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations, upon any one of the following events:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of Newco if without the prior consent in writing of Newco, Lacerte shall have:

(1) Declared or paid a cash dividend on its common stock declared or paid any other dividend or made any other distribution on its shares.

(2) Created or issued any indebtedness for borrowed money.

(3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

7.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 8 . MISCELLANEOUS

Further Assurances

8.01. Lacerte agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Lacerte further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

8.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of Lacerte to:

Marc Lacerte, President
2660 NE 7th Avenue
Pompano Beach, FL 33064

or to such other person or address as Lacerte may from time to time request in writing.

(b) In the case of Newco to:

Hubert Castillo, Secretary
2660 NE 7th Avenue
Pompano Beach, FL 33064

or to such other person or address as Newco may from time to time request in writing.

Entire Agreement; Counterparts

8.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

8.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

Captions

8.05. All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

Counterparts

8.06 This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

Facsimile Signatures

8.07 Facsimile signatures hereto shall be as binding as the original signature of such party for all purposes.

Negotiation of Terms

8.08 The parties hereto expressly acknowledge that they have read, understand, and agree on all of the terms of this Agreement, and that each party had the opportunity to negotiate its terms, was represented by counsel at the time of executing this Agreement or had the opportunity to be so represented, and that this Agreement shall not be construed against the drafter.

Waiver

8.09 Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

Gender

8.10 Whenever in this Agreement the context so requires, references to the masculine shall

be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

Attorneys' Fees

8.11 In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorneys' fees, through all appeals.

References to Agreement

8.12 The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

Schedules and Exhibits.

8.13 Schedules and exhibits to this Agreement (and references to part or parts of them) shall, in each instance, include the schedules or exhibits (as the case may be) attached to this Agreement as well as amendments to the schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by reference.

Venue

8.14 Any litigation arising under this Agreement shall be instituted exclusively in Broward County, Florida. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

Rights in Third Parties

8.15 Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.

Expenses

8.16 Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the 30 day of April, 2007.

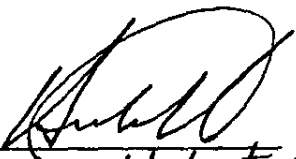
Lacerte Builders, Inc., a Florida corporation

By: 

Print Name: MARC LACERTE

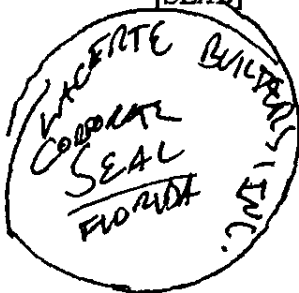
Title: PRESIDENT

ATTEST:


Print Name: Hubert Castillo

Secretary

[SEAL]




Lacerte Merger Corporation,
a Florida corporation

By: 

Print Name: MARC LACERTE

Title: PRESIDENT

ATTEST:


Print Name: Hubert Castillo

Secretary

[SEAL]

MERGER PAYOUT PRICE

The independent appraiser has determined that the fair value, as defined in Section 607.1301 of the Florida Statutes, for each share of stock in Lacerte Builders, Inc., a Florida corporation is \$766.00. Accordingly, this amount shall be the Merger Payout Price, as defined in the Plan and Agreement of Reorganization.