

F94000000112

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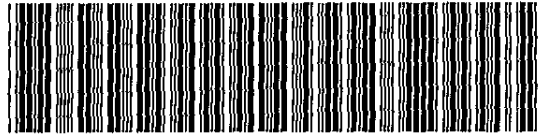
(Business Entity Name)

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05/29/03--01073--013 **68.75

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

03 MAY 29 PM 3:08

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F94-112

or

KATZ, KUTTER, ALDERMAN & BRYANT, P.A.

ATTORNEYS AND COUNSELORS AT LAW
www.katzlaw.com

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801 Pennsylvania Avenue, NW
WASHINGTON, DC 20004
(202) 393-6222
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Reply to: Tallahassee Office

May 30, 2003

Via Hand Delivery

Division of Corporations
Department of State
409 East Gaines Street
Tallahassee, Florida 32399

Re: Articles of Merger – Super Vision International, Inc. and Oasis Waterfalls, LLC

Please find enclosed an original and two copies of Articles of Merger attaching an Agreement and Plan of Merger. These documents evidence the merger of Oasis Waterfalls, LLC, a Florida limited liability company (Doc. No. L99000006756), into its sole member, Super Vision International, Inc., a Delaware corporation authorized to do business in Florida (Doc. No. F94000000112). The surviving corporation is the sole member of Oasis Waterfalls, LLC, thus, there are no dissenting members.

Also enclosed is a filing fee of \$68.75. This fee is broken down as follows:

\$25.00 – Articles of Merger Filing Fee
\$35.00 – Additional Fee for Corporate Party
\$8.75 - Certified Copy

Super Vision desires the merger date to be May 31, 2003. If this is not possible, a May 30, 2003 date will suffice. Please send the Certified Copy back to me.

Please let me know if you have any questions or need anything further.

Sincerely,



Nancy M. Burke

NMB/cml
Enclosures

RECEIVED
MAY 31 2003
FILING

199-6756 ARTICLES OF MERGER
OF
OASIS WATERFALLS, LLC, a Florida limited liability company
INTO
SUPER VISION INTERNATIONAL, INC., a Delaware corporation 894-112

Pursuant to Section 608.4382 of the Florida Limited Liability Company Act and Title 8, Section 264 of the Delaware Code, Oasis Waterfalls, LLC and Super Vision International, Inc. adopt the following Articles of Merger:

1. An Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit "A," and incorporated by reference as if fully set forth herein, has been adopted and approved by the written consent of the sole member of Oasis Waterfalls, LLC, and the unanimous written consent of the Board of Directors of Super Vision International, Inc. Approval of the Agreement and Plan of Merger by the shareholders of Super Vision is not required pursuant to the first sentence of Title 8, Section 251(f), Delaware Code. Supervision appoints the Sec. of State as registered agent for proceedings to enforce obligations of Oasis.

2. The effective date of the merger shall be the date on which these Articles of Merger 5-31-03. The principal office of Super Vision is 8210 Presidents Drive, Orlando, Florida 32809.

IN WITNESS WHEREOF, the undersigneds have caused these Articles of Merger to be signed by their respective duly authorized representatives as of the 16th day of May, 2003.

OASIS WATERFALLS, LLC,
a Florida limited liability company

Super Vision International, Inc.
Its Sole Member

By: 
Brett Kingstone, CEO

SUPER VISION INTERNATIONAL,
INC., a Delaware corporation

By: 
Brett Kingstone, CEO

RECEIVED
MAY 16 2003
STATE OF FLORIDA
TALLAHASSEE

03 MAY 16 2003

FILED

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of May 15, 2003 and is between OASIS WATERFALLS, LLC, a Florida limited liability company ("OASIS") and SUPER VISION INTERNATIONAL, INC., a Delaware corporation ("SUPER VISION"). OASIS and SUPER VISION are hereinafter sometimes collectively referred to as the "Constituent Companies."

Background of this Agreement

OASIS is a limited liability company duly organized and existing under the laws of the State of Florida.

SUPER VISION is a corporation duly organized and existing under the laws of the State of Delaware.

On the date of this Agreement, OASIS is managed by Brett Kingstone ("Kingstone") and SUPER VISION is its only member.

On the date of this Agreement, SUPER VISION is a publicly held corporation with 2,057,314 outstanding shares of Class A Common Stock and 483,264 outstanding shares of Class B Common Stock.

Agreement

OASIS and SUPERVISION hereby agree as follows:

1. Merger. OASIS shall be merged with and into SUPER VISION (the "Merger") and SUPERVISION shall be the surviving company (hereinafter sometimes referred to as the "Surviving Company"). The Merger shall become effective upon the time and date of filing of such documents as may be required under applicable law (the "Effective Date").

2. Certificate of Incorporation. The Certificate of Incorporation of SUPER VISION, as in effect immediately prior to the Effective Date, shall be the Certificate of Incorporation of the Surviving Company.

3. Bylaws. The Bylaws of SUPER VISION, as in effect immediately prior to the Effective Date, shall be the Bylaws of the Surviving Company.

4. Succession. At the Effective Date, the separate existence of OASIS shall cease, and SUPER VISION shall possess all rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to either of the Constituent Companies on whatever account, as well as all other things in action or belonging to each of the Constituent

Companies, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively be the property of the Surviving Company as they were of the several and respective Constituent Companies, and the title to any real estate vested by deed or otherwise in either of such Constituent Companies shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. All company acts, plans, policies, agreements, arrangements, approvals and authorizations of OASIS, its manager, members, officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies and agreements, arrangements, appraisals and authorizations of SUPER VISION and shall be as effective and binding thereon as the same were with respect to OASIS. The employees and agents of OASIS shall become the employees and agents of SUPER VISION and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of OASIS.

5. Further Assurances. From time to time, as and when required by SUPER VISION or by its successors and assigns, there shall be executed and delivered on behalf of OASIS such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in SUPER VISION the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of OASIS, and otherwise to carry out the purposes of this Agreement, and the manager of SUPER VISION is fully authorized in the name of and on behalf of OASIS or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Conversion, Cancellation and Change in Ownership of Membership Units. Each membership unit or percentage interest of OASIS outstanding immediately prior to the Effective Date shall, by virtue of the Merger, and without any action on the part of the holder thereof, be cancelled. No conversion of membership units or percentage interests will occur.

7. Conditions to Merger. The Merger hereby receives the requisite approval of the member of OASIS and the Board of Directors of SUPER VISION pursuant to the Florida Limited Liability Company Act and the Delaware Corporations Code. Approval of the Agreement and Plan of Merger by the shareholders of SUPER VISION is not required pursuant to the first sentence of Title 8, Section 251(f), Delaware Corporations Code.

8. Employee Benefit Plans. As of the Effective Date, SUPER VISION hereby assumes all obligations under any and all employee benefit plans of

Companies, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively be the property of the Surviving Company as they were of the several and respective Constituent Companies, and the title to any real estate vested by deed or otherwise in either of such Constituent Companies shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. All company acts, plans, policies, agreements, arrangements, approvals and authorizations of OASIS, its manager, members, officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies and agreements, arrangements, appraisals and authorizations of SUPER VISION and shall be as effective and binding thereon as the same were with respect to OASIS. The employees and agents of OASIS shall become the employees and agents of SUPER VISION and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of OASIS.

5. Further Assurances. From time to time, as and when required by SUPER VISION or by its successors and assigns, there shall be executed and delivered on behalf of OASIS such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in SUPER VISION the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of OASIS, and otherwise to carry out the purposes of this Agreement, and the manager of SUPER VISION is fully authorized in the name of and on behalf of OASIS or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Conversion, Cancellation and Change in Ownership of Membership Units. Each membership unit or percentage interest of OASIS outstanding immediately prior to the Effective Date shall, by virtue of the Merger, and without any action on the part of the holder thereof, be cancelled. No conversion of membership units or percentage interests will occur.

7. Conditions to Merger. The Merger hereby receives the requisite approval of the member of OASIS and the Board of Directors of SUPER VISION pursuant to the Florida Limited Liability Company Act and the Delaware Corporations Code. The Merger is conditioned upon approval of this Agreement by shareholders holding the majority of outstanding voting shares of SUPER VISION pursuant to the Delaware Corporations Code.

8. Employee Benefit Plans. As of the Effective Date, SUPER VISION hereby assumes all obligations under any and all employee benefit plans of

OASIS in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

9. Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Date with respect to any of the terms contained herein.

10. Abandonment. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the manager of OASIS, notwithstanding approval of this Agreement by the member of OASIS, and may be terminated and abandoned by the Board of Directors of SUPER VISION, notwithstanding approval of this Agreement by the shareholders of SUPER VISION.

11. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigneds, through their duly authorized representatives, approve this Agreement as of the date first above written.

OASIS WATERFALLS, LLC,
a Florida limited liability company

Super Vision International, Inc.
Its Sole Member

By: 
Brett Kingstone, CEO

SUPER VISION INTERNATIONAL, INC.,
a Delaware corporation

By: 
Brett Kingstone, CEO

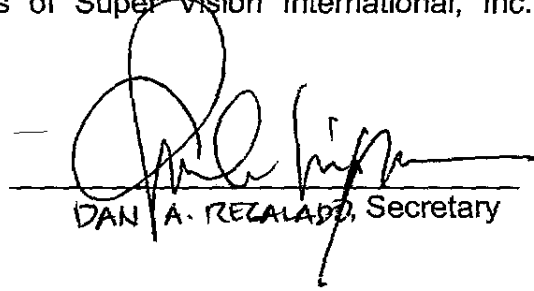
FILED
ESSEX COUNTY, OHIO
JAN 11 2011

CERTIFICATION OF SECRETARY

As Secretary of Super Vision International, Inc., I certify that this Agreement was adopted pursuant to the first sentence of Title 8, Section 251(f) of the Delaware Code. All of the conditions specified in such first sentence of subsection (f) have been satisfied. Because such conditions have been

satisfied, no vote of the stockholders of Super Vision International, Inc. is required.

[seal]


DAN A. REZALADO, Secretary

FILED
CORPORATE
SECRETARIES