

# F 00000005022

**Florida Department of State**

Division of Corporations

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DIVISION OF CORPORATIONS

**MERGER OR SHARE EXCHANGE****SHENGO, INC.**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

00 SEP 15 PM 4:43

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Certificate of Status	0
Certified Copy	1
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*Merger*

09-15-00

DC

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

E-STYLE HOLDINGS, INC., a Florida corporation, P99000086116

INTO

**SHENGO, INC.**, a Delaware entity, F00000005022

File date: September 15, 2000

Corporate Specialist: Darlene Connell

50)487-6013 09/15/00 09:54 F1 Dept of State p1 /1  
(850)487-6013

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FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

September 15, 2000

SHENGO, INC.  
4812 UNIVERSITY DRIVE  
CORAL GABLES, FL 33146

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE.

SUBJECT: SHENGO, INC.  
REF: F00000005022

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please correct your document to reflect that it is filed pursuant to the correct statute number.

THE INCORRECT STATUTE NUMBER (607.1109) STILL APPEARS IN THE HEADING. THIS SHOULD READ 607.1105.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson  
Corporate Specialist

FAX Aud. #: H00000047754  
Letter Number: 400A00048800



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

September 12, 2000

SHENGO, INC.  
4812 UNIVERSITY DRIVE  
CORAL GABLES, FL 33146

SUBJECT: SHENGO, INC.  
REF: F00000005022

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE.

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please remove all references to 607.1106 and 607.1109, Florida Statutes from your document. The correct statute number is 607.1105. Please correct your document accordingly.

The merger or share exchange should be signed by the chairman or vice chairman of the board of directors, the president or any other officer for each corporation involved in the merger or share exchange.

The document is illegible and not acceptable for imaging.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6906.

Darlene Connell  
Corporate Specialist

FAX Aud. #: H00000047754  
Letter Number: 400A00048067

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE.

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**ARTICLES OF MERGER**  
**MERGING**  
**E-STYLE HOLDINGS, INC.**  
**WITH AND INTO**  
**SHENGO, INC.**

**FILED**  
00 SEP 15 PM 4:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105, Florida Statutes

The undersigned, Michael Wine, being the President of Shengo, Inc., a Delaware corporation ("Newco"), for purposes of effecting a merger of e-Style Holdings, Inc., a Florida corporation ("e-Style") with and into Newco (the "Merger"), hereby certifies as follows:

1. The name of each constituent corporation to the Merger is:
  - (a) e-Style Holdings, Inc., a Florida corporation; and
  - (b) Shengo, Inc., a Delaware corporation.
2. An Agreement and Plan of Reorganization (the "Merger Agreement"), dated as of September 6, 2000, between e-Style and Newco, setting forth the terms and conditions of the Merger, is attached hereto. The Merger Agreement was approved, adopted, certified, executed and acknowledged as of September 6, 2000, by all of the stockholders and members of the Board of Directors of each of Newco and e-Style, in accordance with Section 607.1105, Florida Statutes.
3. The surviving corporation in the Merger shall be Newco.
4. The Certificate of Incorporation of Newco shall be the Certificate of Incorporation of the surviving corporation in the Merger.
5. The executed Merger Agreement is on file at the principal place of business of Newco, the address of which is 4812 University Drive, Coral Gables, Florida 33146.
6. A copy of the Merger Agreement will be furnished by Newco, on request and without cost, to any stockholder of Newco or e-Style.
7. The authorized capital stock of Newco consists of forty million (40,000,000) shares of common stock, par value \$.001 per share and twenty million (20,000,000) shares of Preferred Stock, par value \$.001 per share.

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8. The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida.
9. Newco is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligations or the rights of dissenting shareholders of e-Style (of which there are none).
10. Newco has agreed to promptly pay to any and all dissenting shareholders of e-Style (of which there are none) the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

IN WITNESS WHEREOF, we have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained herein have been examined by us and are true and correct.

Executed on this 8th day of September, 2000.

SHENGO, INC.  
a Delaware corporation

By: 

Michael Wine, President

E-STYLE HOLDINGS, INC.  
a Delaware corporation

By: 

Michael Wine, President

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**AGREEMENT AND PLAN OF REORGANIZATION**

dated as of September 8, 2000

by and between

**SHENGO, INC.**

**AND**

**E-STYLE HOLDINGS, INC.**

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**AGREEMENT AND PLAN OF REORGANIZATION**

THIS AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement") is dated as of September 8, 2000, and is by and among Shengo, Inc., a Delaware corporation ("Newco"), and e-Style Holdings, Inc., a Florida corporation (the "Company").

WHEREAS, Newco desires to merge with the Company pursuant to the terms and subject to the conditions set forth herein;

WHEREAS, the Company desires to merge with and into Newco pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, and in consideration of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I****THE MERGER****1.1 Merger, Effective Time of the Merger.**

(a) At the Effective Time (as defined herein), the Company will be merged with and into Newco (the "Merger"), the separate existence of the Company shall thereupon cease, and Newco, as the surviving corporation in the Merger, shall continue its corporate existence under the laws of the State of Delaware. Newco after the Merger is sometimes referred to herein as the "Surviving Corporation" and Newco and the Company prior to the Merger are sometimes referred to herein collectively as the "Constituent Corporations."

(b) On the date hereof, the Constituent Corporations shall cause the Merger to be consummated by (a) filing a properly executed certificate of merger conforming to the requirements of the Delaware General Corporation Law with the Secretary of State of the State of Delaware and (b) filing articles of merger conforming to the requirements of the Florida Business Corporation Act with the Secretary of State of the State of Florida. The Merger shall become effective at the time provided by applicable law (the "Effective Time").

(c) The Certificate of Incorporation of Newco in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, unless and until the same shall be amended as provided by applicable law. The Bylaws of Newco in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, unless and until the same shall have been altered, amended or repealed. The directors and officers of Newco immediately prior to the Effective Time shall continue to serve as the directors and officers of the Surviving Corporation until their respective successors are duly elected and qualified in the manner provided in the Certificate of Incorporation and the Bylaws of the Surviving Corporation, or as otherwise provided by law.

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1.2 Tax-Free Reorganization: Exempt Transaction. The Merger is intended to be a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); however, no party makes any representations to any other party that the Merger will qualify as a reorganization under Section 368(a) of the Code and no party shall be liable to any other party for damages in the event the Merger does not so qualify.

## ARTICLE II

### EFFECT OF THE MERGER; EXCHANGE OF CERTIFICATES

#### 2.1 Consideration.

(a) Common Stock. At the Effective Time, and subject to the limitations set forth below, each share of the Common Stock of the Company, par value \$0.01 per share ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive, on a per share basis, five (5) shares of Common Stock of Newco, par value \$0.001 per share ("Newco Common Stock"). Shares of Newco Common Stock to be issued upon the conversion of the Company Common Stock are hereinafter referred to as the "Closing Shares" and shares of the Company Common Stock to be converted into the right to receive the Closing Shares are hereinafter referred to as the "Converted Shares." The Converted Shares shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing Converted Shares shall cease to have any rights with respect thereto, except the right to receive the Closing Shares upon surrender of such certificate(s) to Newco. The authorized shares of capital stock of Newco shall not be converted or canceled or otherwise affected by the Merger but shall remain as the authorized shares of capital stock of the Surviving Corporation.

(b) Warrants. At the Effective Time, and subject to the limitations set forth below, each warrant to purchase Common Stock of the Company ("Company Warrants"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive, on a per share basis, warrants to purchase five (5) shares of Common Stock of Newco, par value \$0.001 per share, on the same terms that applied to the Company Warrants prior to the Merger, except that the exercise price per share of each warrant shall be adjusted so that it is equal to (i) the exercise price for the Company Warrants prior to the Merger, divided by (ii) five ("Newco Warrants"). Newco Warrants to be issued upon the conversion of the Company Warrants are hereinafter referred to as the "Closing Warrants" and Company Warrants to be converted into the right to receive the Closing Warrants are hereinafter referred to as the "Converted Warrants." The Converted Warrants shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a Converted Warrant shall cease to have any rights with respect thereto, except the right to receive a Closing Warrant upon surrender of such Converted Warrant to Newco.

#### 2.2 Delivery of the Closing Shares and Closing Warrants.

(a) Newco to Provide the Closing Shares. At the Effective Time, Newco shall make available for exchange, in accordance with this Article II, the Closing Shares pursuant to

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Section 2.1 hereof in exchange for the shares of the Company Common Stock issued and outstanding immediately prior to the Effective Time.

(b) Newco to Provide the Closing Warrants. At the Effective Time, Newco shall make available for exchange in accordance with this Article II, the Closing Warrants pursuant to Section 2.1 hereof in exchange for the Company Warrants issued and outstanding immediately prior to the Effective Time.

(c) Exchange Procedures for Common Stock. All certificates representing shares of the Company Common Stock, issued and outstanding immediately prior to the Effective Time (the "Certificates"), shall be converted as set forth in Section 2.1 hereof. At the Effective Time, the record holder of each Certificate shall be entitled to receive in exchange therefor the number shares of Newco Common Stock to which such holder is entitled pursuant to Section 2.1 hereof. The Certificates shall be surrendered to Newco at the Effective Time and shall forthwith be cancelled. Each Certificate shall be deemed at any time after the Effective Time to represent solely the right to receive upon surrender thereof the number of shares of Newco Common Stock as provided by this Article II.

(d) Exchange Procedures for Warrants. All Company Warrants that are issued and outstanding immediately prior to the Effective Time, shall be converted as set forth in Section 2.1 hereof. At the Effective Time, the record holder of each Company Warrant shall be entitled to receive in exchange therefor the number of Newco Warrants to which such holder is entitled pursuant to Section 2.1 hereof. The Company Warrants shall be surrendered to Newco at the Effective Time and shall forthwith be cancelled. Each Company Warrant shall be deemed at any time after the Effective Time to represent solely the right to receive upon surrender thereof the number of Newco Warrants as provided by this Article II.

(e) No Further Ownership Rights in Common Stock of the Company. All Newco Common Stock delivered upon the surrender for exchange of the Company Common Stock in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares of the Company Common Stock. There shall be no further registration of transfers on the stock transfer books of the Company of the shares of the Company Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Article II.

(f) No Further Ownership Rights in Warrants of the Company. All Newco Warrants delivered upon the surrender for exchange of the Company Warrants in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares of the Company Warrants. There shall be no further registration of transfers on the stock transfer books of the Company of Company Warrants which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Company Warrants are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Article II.

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### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Newco as set forth below.

3.1 Organization and Standing: Articles of Incorporation and Bylaws. The Company is a corporation duly organized and existing under, and by virtue of, the laws of the state of Florida and is in good standing under such laws. The Company has the requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to do business and is in good standing in each jurisdiction in which the character of the business conducted by it or the location of the properties owned or leased by it make such qualification necessary, except for jurisdictions in which the failure to so qualify would not have a material adverse effect on the business of The Company.

3.2 Corporate Power. The Company has all requisite legal and corporate power to execute and deliver this Agreement and to carry out and perform its obligations under the terms hereof.

3.3 Capitalization. The authorized capital stock of the Company consists of Twenty Five Million (25,000,000) shares of Common Stock, of which One Million Five Hundred Eighty Four Thousand Eight Hundred Nineteen (1,584,819) shares are issued and outstanding. All of the issued and outstanding shares of the Company's Common Stock have been duly authorized and validly issued, and are fully paid and nonassessable. Except for warrants to purchase Eighty Eight Thousand Five Hundred (88,500) shares of Common Stock, there are no options, warrants, conversion privileges or other rights presently outstanding to purchase or otherwise acquire any authorized but unissued shares of capital stock or other securities of the Company. All outstanding shares of capital stock of the Company were issued in compliance with all applicable federal and state securities laws. The Company Common Stock and Company Warrants will, immediately prior to the Effective Time, be free and clear of all liens, encumbrances and rights of any third party.

### ARTICLE IV

#### REPRESENTATIONS AND WARRANTIES OF NEWCO

Newco represents and warrants to the Company as set forth below.

4.1 Organization and Standing: Articles of Incorporation and Bylaws. Newco is a corporation duly organized and existing under, and by virtue of, the laws of the state of Delaware and is in good standing under such laws. Newco has the requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted and as proposed to be conducted. Newco is duly qualified to do business and is in good standing in each jurisdiction in which the character of the business conducted by it or the location of the properties owned or leased by it make such qualification necessary, except for jurisdictions in

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**5.5 Severability.** If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

**5.6 Other Remedies.** Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law or equity on such party, and the exercise of any one remedy will not preclude the exercise of any other.

**5.7 Further Assurances.** Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

**5.8 Absence of Third-Party Beneficiary Rights.** No provision of this Agreement is intended, nor will be interpreted, to provide to create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, stockholder, employee, partner or any party hereto or any other person or entity unless specifically provided otherwise herein, and, except as so provided, all provisions hereof will be solely between the parties to this Agreement.

**5.9 Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware (without giving effect to its choice of law principles).

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IN WITNESS WHEREOF, Newco and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

SHENGO, INC.

By: \_\_\_\_\_  
Name: Michael Wine  
Title: President

E-STYLE HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Michael Wine  
Title: President

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