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MERGER OR SHARE EXCHANGE

DIXIE SPORTING GOODS CO., INC.

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ARTICLES OF MERGER

MERGING

CMS OF CENTRAL FLORIDA, INC.

EFFECTIVE D.
1-01-07

INTO

DIXIE SPORTING GOODS CO., INC.

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes:

FIRST: The name and jurisdiction of the surviving corporation is Dixie Sporting Goods Co., Inc., a corporation organized and incorporated under the laws of the State of Virginia.

SECOND: The name and jurisdiction of the merging corporation is CMS of Central Florida, Inc., a corporation organized and incorporated under the laws of the State of Florida.

THIRD: The Agreement and Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective as of 12:00 a.m. on January 1, 2007.

FIFTH: The Agreement and Plan of Merger was adopted by the sole shareholder of Dixie Sporting Goods Co., Inc., the surviving corporation, on December 15, 2006.

SIXTH: The Agreement and Plan of Merger was adopted by the sole shareholder of CMS of Central Florida, Inc., the merging corporation, on December 15, 2006.

DIXIE SPORTING GOODS CO., INC.,
a Virginia corporation

By: Adam Blumenfeld
Adam Blumenfeld, Chief Executive Officer

CMS OF CENTRAL FLORIDA, INC.,
a Florida corporation

By: Adam Blumenfeld
Adam Blumenfeld, Chief Executive Officer

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("*Agreement*") is made by and between Dixie Sporting Goods Co., Inc., a Virginia corporation ("*Dixie*"), and CMS of Central Florida, Inc., a Florida corporation ("*CMS*," and together with Dixie the "*Constituent Companies*"), pursuant to which CMS shall merge with and into Dixie.

RECITALS:

- A. The merger is intended to qualify as a non-taxable event under the Internal Revenue Code of 1986, as amended.
- B. Dixie is a corporation organized and existing under the laws of the State of Virginia.
- C. CMS is a corporation organized and existing under the laws of the State of Florida.
- D. The Board of Directors of the Constituent Companies have determined that it is advisable that CMS should be merged with and into Dixie on the terms and conditions hereinafter set forth in accordance with Section 13.1-716 of the Code of Virginia (the "*Virginia Statute*") and Section 607.1101 of the Florida Statutes (the "*Florida Statute*").

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

1.1 On the Effective Date (as defined in Section 1.2), CMS shall be merged with and into Dixie (such merger being herein referred to as the "*Merger*"). Upon effectiveness of the Merger, the separate existence of CMS shall cease and Dixie shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under the Virginia Statute.

1.2 The Merger shall become effective at 12:00 am, Eastern Standard Time, on January 1, 2007 ("*Effective Date*").

ARTICLE II

2.1 The Articles of Incorporation of Dixie, as it shall exist on the Effective Date, shall be the Articles of Incorporation of Dixie following the Effective Time and shall continue to be the Articles of Incorporation of Dixie, until the same shall be further altered or amended.

2.2 The officers and directors of Dixie on the Effective Date shall continue and shall constitute the officers and directors of Dixie, until their resignation or removal.

2.3 The principal office address of Dixie shall be 2400 Westwood Avenue, Richmond, VA 23230.

ARTICLE III

3.1 Immediately upon the Effective Date with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of CMS, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon Dixie without further act or deed; and all property, rights and every other interest of CMS shall be as effectively the property of Dixie as they theretofore were of CMS. CMS and its Board of Directors hereby agrees from time to time as and when requested by Dixie or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as Dixie may deem necessary or desirable in order to vest in and confirm to Dixie, title to and possession of any and all property of CMS, as the case may be, and otherwise to carry out all the intents and purposes hereof. The officers and directors respectively of Dixie and CMS are hereby fully authorized in the name and on behalf of the Constituent Companies, respectively, to take any and all such actions.

3.2 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Virginia Statute or the Florida Statute with respect to the legal effect of the Merger, all of the contracts and agreements to which CMS is a party shall automatically become contracts and agreements of, and be assumed by, Dixie.

3.3 Dixie shall be responsible and liable for all debts, liabilities and other obligations of CMS. Any claim existing or action or proceeding pending by or against Dixie or CMS may be prosecuted to judgment as if the Merger had not taken place, or Dixie may be substituted in the place of CMS, and neither the rights of creditors nor any liens upon the property of either Dixie or CMS shall be impaired by the Merger. Dixie shall execute and deliver any and all documents which may be required for it to become liable for, or otherwise assume, or otherwise comply with outstanding obligations of CMS.

ARTICLE IV

4.1 Each share of outstanding capital stock, \$0.10 par value per share, of CMS issued and outstanding immediately prior to the Effective Date shall be cancelled and extinguished after giving effect to the Merger, and no holder thereof shall receive any form of consideration in exchange therefor.

ARTICLE V

Dixie shall pay all expenses incurred in connection with the Merger.

ARTICLE VI

Dixie shall be responsible for the payment of all fees and franchise taxes and shall be obligated to pay such fees and franchise taxes if the same are not timely paid.

ARTICLE VII

Each of Dixie and CMS shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the laws of the State of Virginia and the State of Florida to consummate and make effective the Merger, subject however to the appropriate consent or vote of the shareholders of each of Dixie and CMS in accordance with the requirements of the applicable provisions of the laws of the State of Virginia and the State of Florida.

ARTICLE VIII

This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and their respective successors in interest.

ARTICLE IX

Notwithstanding anything herein to the contrary, this Agreement may be terminated and abandoned by Dixie or CMS at any time prior to the effective time of the Merger specified in the Articles of Merger filed in the State of Virginia and the State of Delaware.

ARTICLE X

Dixie may amend, modify and supplement this Agreement in such a manner as it may determine at any time before or after approval and adoption hereof by the Board of Directors of Dixie and CMS; provided, however, that after favorable action by the Board of Directors of Dixie and CMS, no such amendment, modification or supplement shall affect the rights of such shareholders in any manner which is materially adverse to such shareholders in the judgment of the Board of Directors of Dixie.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 20th day of December, 2006.

DIXIE SPORTING GOODS CO., INC.

By: Adam Blumenfeld
Adam Blumenfeld, Chief Executive Officer

CMS OF CENTRAL FLORIDA, INC.

By: Adam Blumenfeld
Adam Blumenfeld, Chief Executive Officer