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K63803

C T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City State Zip Phone

CORPORATION(S) NAME

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*****70.00 *****70.00

Merger

Dican Design, Inc (FL)

and
Dican Design, Inc. (Del.)

- ☐ Profit ☐ Amendment ☒ Merger
☐ NonProfit ☐ Dissolution/Withdrawal ☐ Mark
☐ Limited Liability Company ☐ Other
☐ Foreign ☐ Annual Report ☐ Change of R.A.
☐ Limited Partnership ☐ Fict. Filing ☐ UCC-1 UCC-3
☐ Reinstatement ☐ Photo Copies ☐ CUS
☐ Limited Liability Partnership ☐ Call if Problem ☐ After 4:30
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

OCEAN DESIGN, INC., a Florida corporation K63803
,

INTO

OCEAN DESIGN, INC., a Delaware corporation not qualified in Florida.

File date: September 1, 1999

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER
OF
OCEAN DESIGN, INC.,
a Florida corporation,
AND
OCEAN DESIGN, INC.,
a Delaware corporation,**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Ocean Design, Inc., a Florida corporation (ODI-Florida), with and into Ocean Design, Inc., a Delaware corporation (ODI-Delaware).

2. The shareholders entitled to vote on the aforesaid Plan of Merger of ODI-Florida approved and adopted the Plan of Merger at a meeting of said shareholders held on August 17, 1999.

3. The merger of ODI-Florida with and into ODI-Delaware is permitted by the laws of the jurisdiction of organization of ODI-Delaware and has been authorized in compliance with said laws.

Executed this 30th day of August, 1999.

Ocean Design, Inc., a Florida corporation

By: Mike Vollmer
Name: President Mike Vollmer
Title: President

Ocean Design, Inc., a Delaware corporation

By: Mike Vollmer
Name: Mike Vollmer
Title: President

PLAN AND AGREEMENT OF MERGER

**by and between
Ocean Design, Inc.,
a Florida corporation
and
Ocean Design, Inc.,
a Delaware corporation**

THIS PLAN AND AGREEMENT OF MERGER is made pursuant to Section 607.1101 of the Florida 1989 Business Corporation Act, as amended, and Section 252 of the Delaware General Corporation Law by and between Ocean Design, Inc., a Florida corporation (the "**Terminating Corporation**"), and Ocean Design, Inc., a Delaware corporation (the "**Surviving Corporation**").

RECITALS

A. The Terminating Corporation is authorized to issue 500,000 shares of no par value Common Stock, of which 247,301 shares of Common Stock are issued and outstanding.

B. The Surviving Corporation is authorized to issue 500,000 shares of \$0.01 par value Common Stock, none of which is issued and outstanding.

C. The respective Boards of Directors of the Terminating Corporation and the Surviving Corporation have determined that it is in the best interests of the parties to merge the Terminating Corporation into the Surviving Corporation (the "**Merger**") on the terms and conditions herein contained in order to create a single corporation organized under the laws of the State of Delaware.

D. John Strauss, 9 Aviator Way, Ormond Beach, Florida 32174 is the registered agent of the Terminating Corporation upon whom service of process against the Terminating Corporation may be served in the State of Florida.

E. Corporation Services Company, 1013 Centre Road, Wilmington, Delaware 19805, is the registered agent of the Surviving Corporation in the State of Delaware.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties to this Plan and Agreement of Merger, in consideration of the premises, and of the mutual covenants, agreements, and provisions herein contained, do hereby agree to and prescribe the terms and conditions of the Merger and the mode of carrying the same into effect as follows:

1. Merger. The Terminating Corporation shall be merged with and into the Surviving Corporation.

2. Effective Date. The Merger shall become effective on the date on which a Certificate of Merger is filed with the Secretary of State of Delaware and an Articles of Merger is filed with the Secretary of State of Florida (the "**Effective Date**").

3. Surviving Corporation. The Surviving Corporation shall survive the Merger and shall continue to be governed by the laws of the State of Delaware, and the separate corporate existence of the Terminating Corporation shall cease forthwith upon the Effective Date.

4. Authorized Capital. The authorized capital stock of the Surviving Corporation following the Effective Date will be 500,000 shares of \$0.01 par value Common Stock, unless and until such authorized capital shall be changed in accordance with the laws of the State of Delaware.

5. Certificate of Incorporation. The current Certificate of Incorporation of the Surviving Corporation shall continue to be the Surviving Corporation's Certificate of Incorporation following the Effective Date, unless and until the same shall be otherwise amended or repealed in accordance with the provisions thereof and in accordance with the laws of the State of Delaware.

6. Bylaws. The current Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation following the Effective Date unless and until the same shall be otherwise amended or repealed in accordance with the provisions thereof and of the Surviving Corporation's Certificate of Incorporation and in accordance with the laws of the State of Delaware.

7. Directors and Officers. The officers and directors of the Terminating Corporation shall, from and after the Effective Date, be and remain the officers and directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws.

8. Conversion of Outstanding Shares of Terminating Corporation. The manner and basis of converting the outstanding shares of capital stock of the Terminating Corporation into shares of the Surviving Corporation shall be as follows:

As of the Effective Date, by virtue of the Merger and without any further action on the part of the Surviving Corporation, the Terminating Corporation, or the stockholders of either corporation:

- (i) Each share of Common Stock of the Terminating Corporation outstanding immediately prior to the Effective Date shall be canceled; and

- (ii) Each share of Common Stock of the Terminating Corporation outstanding immediately prior to the Effective Date shall be changed and converted into one fully paid and non-assessable shares of the Common Stock of the Surviving Corporation, par value of \$0.01 per share.

9. Transfer of Tangible and Intangible Property Interests upon the Effective Date. Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Florida 1989 Business Corporation Act, as amended (the "**Florida Act**"), or of the Delaware General Corporation Law, as amended (the "**Delaware Act**"), with respect to the legal effect of the Merger, all the real and personal property rights and interests, privileges, franchises, patents, trade secrets, confidential information, trademarks, licenses, registrations, and all other legal rights and assets of every kind and description of the Terminating Corporation, whether tangible or intangible, shall be automatically transferred to, vested in, and devolve upon the Surviving Corporation without further act or deed, and all property, rights, and every other interest of the Surviving Corporation and of the Terminating Corporation shall be as effectively the property of the Surviving Corporation as they theretofore were of the Surviving Corporation and the Terminating Corporation, respectively. The Terminating Corporation and its directors and officers hereby agree from time to time as and when requested by the Surviving Corporation, or by its successors and 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 or other actions as the Surviving Corporation may deem necessary or desirable in order to vest in, and confirm to, the Surviving Corporation, title to and possession of any and all property of such Terminating Corporation acquired or to be acquired by the Surviving Corporation by reason or as a result of the Merger and otherwise to carry out all of the intents and purposes hereof. The proper officers and directors of the Terminating Corporation and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of the Terminating Corporation and the Surviving Corporation, respectively, to take any and all such actions on behalf of the respective corporations.

10. Assumption of Contracts; Stock Option Plans. Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Florida Act or of the Delaware Act with respect to the legal effect of the Merger, all of the contracts, agreements, instruments, and obligations to which the Terminating Corporation is a party or by which it is bound shall be automatically assumed by and become binding upon the Surviving Corporation. Without limiting the generality of the foregoing, the Surviving Corporation shall satisfy all obligations on the part of the Terminating Corporation to issue securities to holders of options or rights for the purchase of such securities by means of the granting or issuance of options or rights for the purchase of substantially equivalent securities of the Surviving Corporation, applying the conversion ratio set forth in Section 8(ii) above.

11. Representations of the Terminating Corporation and the Surviving Corporation. The Terminating Corporation and the Surviving Corporation each hereby represents and warrants that (i) it is not a party, jointly or severally, to any contract or agreement, the terms of which

would be violated or breached by it upon execution and consummation of this Plan and Agreement of Merger, or (ii) appropriate waivers of all such agreements have been obtained. In addition, the Terminating Corporation and the Surviving Corporation each hereby represents and warrants that this Plan and Agreement of Merger is enforceable against each of the respective corporations in accordance with its terms.

12. Survival of Representations. All representations and warranties of the Terminating Corporation and of the Surviving Corporation contained in this or any other instrument delivered by or on behalf of any of them are true and correct now, and will be true and correct on the Effective Date with the same force and effect as if made on and as of said date.

13. Entire Agreement. This Plan and Agreement of Merger constitutes the entire agreement by and between the parties hereto with respect to the matters herein contemplated. This Plan and Agreement of Merger supersedes all previous agreements, negotiations, and commitments in respect thereto. This Plan and Agreement of Merger shall not be changed or modified in any manner, except by mutual consent in a writing of subsequent date signed by the duly authorized representatives of each party hereto.

14. Further Assurances. Following the receipt of all required approvals of this Plan and Agreement of Merger by the respective stockholders of the parties, as applicable, each of the parties hereto shall immediately execute and deliver to the other party hereto and file with appropriate governmental authorities such instruments as may be reasonably required in connection with the consummation of the Merger contemplated hereby.

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

16. Miscellaneous. Paragraph headings do not form a part of this Plan and Agreement of Merger, but are for convenience of reference only and shall not limit or affect in any way the meaning or interpretation hereof. The failure of either party to enforce any of the provisions hereof shall not waive or limit the right of such party thereafter to strictly enforce such provision, or of the right of such party thereafter to enforce each and every provision hereof.

17. Revocability of Plan and Agreement. Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be terminated and abandoned either by the Board of Directors of the Terminating Corporation or by the Board of Directors of the Surviving Corporation at any time prior to the date of filing. Without limiting the generality of the foregoing, this Plan and Agreement of Merger may be terminated and abandoned by the Board of Directors, in its sole discretion, of the Terminating Corporation if any Shareholder of the Terminating Corporation retains his or her or its dissenters' rights immediately prior to the Effective Date.

IN WITNESS WHEREOF, the Terminating Corporation and the Surviving Corporation, respectively, have caused this Plan and Agreement of Merger to be executed and delivered by their respective executive officers, thereunto duly authorized, effective as of this 30th day of August, 1999.


ATTEST:


Austin L. Hirsch, Secretary


Ocean Design, Inc., a
Florida corporation

By: 
Mike Vollmar, President

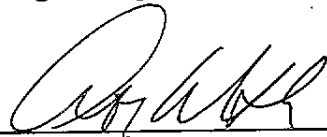
ATTEST:


Austin L. Hirsch, Secretary

Ocean Design, Inc., a
Delaware corporation

By: 
Mike Vollmar, President

I, Austin L. Hirsch, not individually, but in my capacity as Secretary of the Surviving Corporation, do hereby certify that this Agreement and Plan of Merger has been adopted pursuant to Section 251, Subsection f, of the Delaware Act, and that the approval of the Merger by the stockholders of the Surviving Corporation is not required, as no shares of stock of the Surviving Corporation were issued prior to the adoption by the Board of Directors of the Surviving Corporation of the resolution approving this Agreement and Plan of Merger.


Austin L. Hirsch, Secretary