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FROM: Greenberg Traurig, P.A.

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Division of Corporations
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MERGER OR SHARE EXCHANGE

World Avenue U.S.A., LLC

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STATE OF FLORIDA

STATE OF DELAWARE

ARTICLES OF MERGER

102-34730 by and between

NiuTech, LLC, a Florida limited liability company
and

World Avenue U.S.A., LLC, a Delaware limited liability company

The following Articles of Merger are being submitted in accordance with Section 608.4382, Florida Statutes and pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

FIRST: The name, principal address, jurisdiction and entity type of merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
NiuTech, LLC 6001 Broken Sound Parkway, Suite 200 Boca Raton, FL 33487	Florida	Limited Liability Company Florida Document #L02000034730

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
World Avenue U.S.A., LLC 6001 Broken Sound Parkway, Suite 200 Boca Raton, FL 33487	Delaware	Limited Liability Company Delaware File #4181161

THIRD: The attached Agreement and Plan of Merger was approved by both the domestic limited liability company and foreign limited liability company that are parties to the merger.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of either limited liability company that is a party to the merger.

FIFTH: The merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State and the Delaware Department of State.

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SIXTH: The Articles of Merger comply with and were executed in accordance with the laws of the states of Florida and Delaware.

SEVENTH: Signature(s) for each party.

NIUTECH, LLC, a Florida limited liability company

By: NiuPercent, Inc.,
a Florida corporation, Member

By: Niu JI
Niumiu Ji, President

Dated: June 28, 2006

WORLD AVENUE U.S.A., LLC,
a Delaware limited liability company

By: NiuPercent, Inc.,
a Florida corporation, Member

By: Niu JI
Niumiu Ji, President

Dated: June 28, 2006

Niu JI
Niumiu Ji, Member

Dated: June 28, 2006

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TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 28th day of June, 2006, by and between NIUTECH, LLC, a Florida limited liability company (hereinafter sometimes referred to as the "Merged LLC"), and WORLD AVENUE U.S.A., LLC, a Delaware limited liability company (the "Surviving Company"). The Merged LLC and the Surviving Company are hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged LLC merge into the Surviving Company in a manner which conforms to Section 608.438, Florida Statutes and Chapter 6, Section 18-209, Delaware Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Merged LLC shall merge into the Surviving Company in accordance with the laws of the State of Florida and the State of Delaware.

2. **Effective Date.** The Merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State and the Delaware Department of State (the "Effective Date").

3. **Rights of the Surviving Company.** Upon the Effective Date: (a) the Merged LLC and the Surviving Company shall become a single limited liability company and the separate existence of the Merged LLC shall cease; (b) the Surviving Company shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged LLC which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged LLC, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged LLC shall vest in the Surviving Company without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged LLC shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Company shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies,

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contracts, approvals and authorizations of the Surviving Company as they were with respect to the Constituent Entities.

4. **Articles of Organization, Operating Agreement, Manager and Officers of Surviving Company.** Upon the Effective Date: (a) the Articles of Organization of the Surviving company shall continue as the Articles of Organization of the Surviving Company until amended in the manner provided by law; (b) the Operating Agreement of the Surviving company shall continue as the Operating Agreement of the Surviving Company until amended in the manner provided by law; and (c) the Manager and Officers of the Surviving Company shall remain the officers and directors of the Surviving Company.

5. **Conversion of Membership Interest.**

a. The Merged LLC has two members: Niuniu Ji and Niupercnt, Inc., a Florida corporation; and

b. The Surviving Company has two members: Niuniu Ji and Niupercnt, Inc., a Florida corporation.

At the Effective Time, the membership interest of the sole member of the Merged LLC shall, by virtue of the Merger and without any action on the part of the Merged LLC or the member thereof, cease to exist. The issued Membership Interests of the Surviving Company shall not be converted in any manner. The only membership interest of the Surviving Company authorized immediately prior to the Effective Time will remain authorized from and after the Effective Time.

6. **Appointment of Agent for Service of Process.** The Merged LLC and the Surviving Company appoint CorpDirect Agents, Inc., whose address is 515 East Park Avenue, Tallahassee, Florida, 32301 and 615 South DuPont Highway, Dover, Delaware, 19901, to accept services of process for any legal action in Florida or Delaware against either company; with a copy of such process to be mailed to Marvin A. Kirsner, Esq., c/o Greenberg Traurig, P.A., 100 Town Center Circle, Suite 400, Boca Raton, Florida 33486.

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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11. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

MERGING LIMITED LIABILITY COMPANY:

NIUTECH, LLC, a Florida limited liability company

By: NiuPercent, Inc., a Florida corporation, Member

By: *Niu J. Ji*
Niumiu Ji, President
Niu J. Ji
Niumiu Ji, Member

SURVIVING COMPANY:

WORLD AVENUE U.S.A., LLC., a Delaware limited liability company

By: NiuPercent, Inc., a Florida corporation, Member

By: *Niu J. Ji*
Niumiu Ji, President
Niu J. Ji
Niumiu Ji, Member

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