

LO 6000049796

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

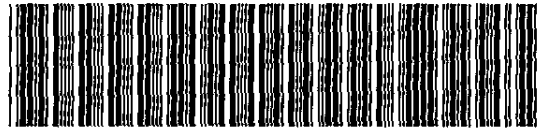
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Office:

Office Use Only



500072665185

FILED

2006 MAY 16 PM 3:20

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

06 MAY 16 AM 10:49

SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 106033 7409733

AUTHORIZATION

COST LIMIT : \$ 20.00

FILED
2006 MAY 16 PM 3:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : May 15, 2006

ORDER TIME : 5:18 PM

ORDER NO. : 106033-010

CUSTOMER NO: 7409733

ARTICLES OF MERGER

SPECIALTY-LIGHTS.COM, LLC

INTO

SPECIALTY-LIGHTS.COM, LLC

RECEIVED
06 MAY 16 AM 10:47
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Kimberly Moret

EXAMINER'S INITIALS: _____

FILED
2006 MAY 16 PM 3:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Merger
For
Specialty-Lights.com, LLC,
A Florida Limited Liability Company

The following Certificate of Merger is submitted to merge Specialty-Lights.com, LLC, a New York limited liability company with and into Specialty-Lights.com, LLC, a Florida limited liability company in accordance with § 608.4382, Florida Statutes:

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Specialty-Lights.com, LLC	New York (Doc. No. F020726000592)	Limited Liability Company
Specialty-Lights.com, LLC	Florida (Doc. No. L06000049796)	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Specialty-Lights.com, LLC	Florida	Limited Liability Company

THIRD: The attached plan of merger was approved by each limited liability company that is a party of the merger in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

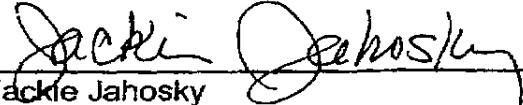
FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: The effective date of the merger shall be upon the filing of a certificate of merger with the Secretary of State of New York (no more than 90 days after the date this document is filed by the Florida Department of State).

Specialty-Lights.com, LLC
a New York limited liability company


Jackie Jahosky
Sole Member and Manager

Specialty-Lights.com, LLC
a Florida limited liability company


Jackie Jahosky
Sole Manager

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

This AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "Merger Agreement"), dated as of May 15, 2006, is by and between, Specialty-Lights.com, LLC, a New York limited liability company ("SLNY") and Specialty-Lights.com, LLC, a Florida limited liability company ("SLFL").

WHEREAS, SLNY and SLFL desire that SLNY merge with and into SLFL and that SLFL shall continue as the Surviving Company (as hereinafter defined) in such Merger (as hereinafter defined), upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of New York and the laws of the State of Florida;

WHEREAS, this Merger Agreement is for the purposes of changing the state of incorporation of SLNY and contemplates a tax-free merger of SLNY with and into SLFL in a reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective managers of SLNY and SLFL have approved this Merger Agreement, and SLNY and SLFL shall each submit this Merger Agreement to their members for their approval, if required.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree to merge as follows:

ARTICLE 1

MERGER

1.1 **MERGER.** Subject to the terms and conditions of this Merger Agreement, SLNY shall be merged with and into SLFL (the "Merger") in accordance with the Florida Limited Liability Company Act (the "Florida Act") and the New York Limited Liability Company Laws (the "New York Laws"), and the separate existence of SLNY shall cease and SLFL shall be the surviving company (which, in its capacity as the surviving company, is hereinafter sometimes referred to as the "Surviving Company") and continue its corporate existence under the laws of the State of Florida.

1.2 **EFFECT OF THE MERGER.** At the Effective Time of the Merger (as hereinafter defined), the Surviving Company shall possess all the rights, privileges, immunities and franchises, of a public and private nature, of each of SLNY and SLFL; all property (real, personal and mixed) and all debts due on any account, including subscriptions for shares, and all other choses in action, and every other interest of or belonging to or due to each of SLNY and SLFL shall vest in the Surviving Company without any further act or deed; the title to any real estate or any interest therein vested by deed or otherwise in SLNY shall not revert nor in any way become impaired by reason of the Merger, the Surviving Company shall be responsible and liable for all the liabilities and obligations of each of SLNY and SLFL; a claim of or against or a pending

proceeding by or against SLNY or SLFL may be prosecuted as if the Merger had not taken place, or the Surviving Company may be substituted in the place of SLNY; and neither the rights of creditors nor any liens upon the property of SLNY or SLFL shall be impaired by the Merger. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of SLNY, its members, managers and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to SLNY. The requirements of any plans or agreements of SLNY involving the issuance or purchase by SLNY of any shares of its capital stock, shall be satisfied by the issuance or purchase of a like number of shares of the capital stock of the Surviving Company.

1.3 EFFECTIVE DATE AND TIME OF THE MERGER. The Merger shall become effective as of the date and time (the "Effective Date" and "Effective Time", respectively) on which a certified copy of this Merger Agreement or a Certificate of Merger, executed and acknowledged on behalf of SLNY and SLFL, in accordance with the requirements of the Florida Act and the New York Laws, has been filed with the Florida Secretary of State and the Secretary of State of New York.

ARTICLE 2

INCORPORATION, OPERATING AGREEMENT, AND MANAGERS OF THE SURVIVING COMPANY

2.1 NAME OF SURVIVING CORPORATION. The name of the Surviving Company shall continue to be Specialty-Lights.com, LLC

2.2 CERTIFICATES OF ORGANIZATION. The Certificate of Organization of the SLFL shall be the Certificate of Organization of the Surviving Company from and after the Effective Time until amended thereafter as provided therein or by law.

2.3 OPERATING AGREEMENT. The Operating Agreement of SLNY shall be the Operating Agreement of the Surviving Company from and after the Effective Time until amended thereafter as provided therein or by law.

2.4 MANAGER. The manager of SLFL at the Effective Time shall be the manager of the Surviving Company from and after the Effective Time and shall hold office in accordance with the Certificate of Organization and Operating Agreement of the Surviving Company as provided under the Operating Agreement.

ARTICLE 3

CONVERSION

At the Effective Time, each of the following transactions shall be deemed to occur simultaneously: each membership interest of SLNY issued and outstanding

immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a validly issued, fully paid and non-assessable membership interest of SLFL. The membership interests of SLNY so converted shall cease to exist as such and shall exist only as membership interests of SLFL.

ARTICLE 4

EMPLOYEES AND EMPLOYEE BENEFITS

The employees and agents of SLNY shall become the employees and agents of the Surviving Company and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of SLNY. All benefits that accrue shall carryover and continue unabated. At the Effective Time, any employee benefit plan to which SLNY is then a party, shall be assumed by, and continue to be the plan of the Surviving Corporation.

ARTICLE 5

CONDITIONS

Consummation of the Merger is subject to the satisfaction at or prior to the Effective Time of the following conditions:

5.1 **SLNY MEMBER APPROVAL.** The signature of the manager of SLNY on this Merger Agreement, as the sole member of SLNY, shall constitute the written consent of SLNY's members to this Merger Agreement and the Merger.

5.2 **SLFL SHAREHOLDER APPROVAL.** The signature of the manager of SLFL on this Merger Agreement, as there are no members of SLFL immediately prior to the Effective Time, shall constitute the required written consent of the members of SLFL, to this Merger Agreement and the Merger.

ARTICLE 6

GENERAL

6.1 **AMENDMENT.** This Merger Agreement may be amended by the Manager of SLNY and Manager of SLFL at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of this Merger Agreement by either the members of SLNY or the members of SLFL shall not (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation, (b) alter or change any term of the Certificate of Organization of SLFL to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Merger Agreement, if such alteration or change would adversely affect the members of either company.

6.2 HEADINGS. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Merger Agreement.

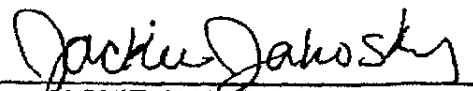
6.3 COUNTERPARTS. This Merger Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

6.4 GOVERNING LAW. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws.


6.5 FURTHER ASSURANCES. From time to time, as and when required by the Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of SLNY 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, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of SLNY, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of SLNY or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

IN WITNESS WHEREOF, the undersigned have each caused this Merger Agreement to be executed on their respective behalves as of the day and year first above written.

SPECIALTY-LIGHTS.COM, LLC
(a New York limited liability company)

By: 
Name: JACKIE JAHOSKY
Title: Manager and Sole Member

SPECIALTY-LIGHTS.COM, LLC
(a Florida limited liability company)

By: 
Name: JACKIE JAHOSKY
Title: Manager