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OCT - 1 2008

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 735440 4357730

AUTHORIZATION :

COST LIMIT : \$ 50

*[Handwritten Signature]*

ORDER DATE : OCTOBER 1, 2008

ORDER TIME : 9:28 AM

ORDER NO. : 735440-010

CUSTOMER NO: 4357730

FILED  
OCT - 1 PM 2:45  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

NU PRODCUT DESIGN, LLC

INTO

BAYMAR SOLUTIONS LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: \_\_\_\_\_

## ARTICLES OF MERGER

of

**NU PRODUCT DESIGN, LLC,**  
an Arizona limited liability company

with and into

**BAYMAR SOLUTIONS LLC**  
a Florida limited liability company

Pursuant to the applicable provisions of the Arizona Limited Liability Company Act (the "Arizona Act") and the Florida Limited Liability Company Act (the "Florida Act"), the undersigned do hereby certify:

**FIRST:** The names and jurisdictions of formation of each of the constituent entities to the merger are as follows:

<u>NAME</u>	<u>JURISDICTION</u>
Nu Product Design, LLC	Arizona
Baymar Solutions LLC	Florida

**SECOND:** The name of the surviving entity in the merger is Baymar Solutions LLC, a Florida limited liability company (the "Surviving Entity"), which shall continue to be governed by the laws of the State of Florida.

**THIRD:** On the Effective Date (defined below), Nu Product Design, LLC, an Arizona limited liability company (the "Merging Entity"), shall be merged with and into the Surviving Entity and the separate existence of the Merging Entity shall cease (the "Merger"). Surviving Entity is the surviving entity of the Merger. A copy of the Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

**FOURTH:** The merger shall become effective ("Effective Date") on the date of filing of the Articles of Merger with the Florida Department of State.

**FIFTH:** In accordance with the applicable provisions of the Arizona Act, the Plan of Merger was approved and executed by the sole member of the Merging Entity.

**SIXTH:** In accordance with the applicable provisions of the Florida Act, the Plan of Merger was approved and executed by the sole member of the Surviving Entity.

**SEVENTH:** The executed Plan of Merger is on file at the principal place of business of the Surviving Entity located at 18019 Malakai Isle Dr., Tampa, Florida, 33647.

**EIGHTH:** A copy of the Plan of Merger will be furnished by the Surviving Entity, on request and without cost, to any beneficial owner of the Surviving Entity and the Merging Entity.

**NINTH:** The Surviving Entity hereby agrees that it may be served with process in Arizona in any action, suit or proceeding for the enforcement of any obligation of the Merging Entity. The Surviving Entity further agrees to irrevocably appoint the Arizona Corporation Commission as its agent to accept service of process in any such action, suit or proceeding. The Arizona Corporate Commission may provide notice of service of process to the Surviving Entity at 18019 Malakai Isle Dr., Tampa, Florida, 33647.


[Remainder of page intentionally left blank; next page is signature page]

IN WITNESS WHEREOF, each of the parties have executed and delivered this Certificate of Merger as of Oct 1, 2008.

**BAYMAR SOLUTIONS LLC**

By:   
Name: Andrew McCutchen  
Title: Managing Member

**NU PRODUCT DESIGN, LLC**

By:   
Name: Andrew McCutchen  
Title: Managing Member

**EXHIBIT A**

**PLAN OF MERGER**

(See attached).

**PLAN OF MERGER**  
**OF**  
**NU PRODUCT DESIGN, LLC**  
**an Arizona limited liability company**  
**INTO**  
**BAYMAR SOLUTIONS LLC**  
**a Florida limited liability company**

This Plan of Merger is entered into by and between Baymar Solutions LLC, a Florida limited liability company, and Nu Product Design, LLC, an Arizona limited liability company, for the purpose of merging, at the Effective Time (as defined below), Nu Product Design, LLC with and into Baymar Solutions LLC in accordance with the Arizona Limited Liability Company Act (the "ALLCA"), the Florida Limited Liability Company Act (the "FLLCA"), and the following agreements, terms and provisions set forth herein (the "Merger").

1. Parties to Merger and Name of Surviving Corporation. The name and jurisdiction of the surviving company is Baymar Solutions LLC, a Florida limited liability company (the "Surviving Entity"). The name and jurisdiction of the merging entity is Nu Product Design, LLC, an Arizona limited liability company (the "Merging Entity"), and together with the Surviving Entity, the "Constituent Entities").

2. Terms and Conditions. The terms and conditions of the Merger are as follows:

(a) At the Effective Time (as defined below), Merging Entity will be merged with and into Surviving Entity, the separate existence of Merging Entity shall cease and Surviving Entity shall continue as the surviving entity.

(b) The Merger shall have the effects set forth in Section 29-757 of the ALLCA and Section 608.4383 of the FLLCA with respect to a Merger.

3. Effective Time. The Merger shall become effective ("Effective Time") on the date of filing the Certificate of Merger with the Florida Department of State.

4. Merger of Interests, Assumption of Liabilities. Except as may be otherwise required by applicable law, the following shall be true as of the Effective Time:

(a) All property (whether real, personal or mixed) of the Merging Entity shall be taken and deemed to be transferred, and shall be vested in the Surviving Entity without further act or deed, and

(b) The Surviving Entity shall succeed to and possess all the properties, accounts, rights, privileges, powers, franchises and immunities of a public as well as a private nature, and be subject to all the debts, liabilities,

obligations, restrictions, disabilities and duties, of the Merging Entity all without further act, deed or other transfer.

As a result, the Surviving Entity shall thenceforth be liable for all debts, liabilities, obligations, duties and penalties of the Merging Entity and the Surviving Entity, and all such debts, liabilities, obligations, duties and penalties shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties and penalties had been incurred or contracted by the Surviving Entity. When requested by the Surviving Entity, the Merging Entity shall execute and deliver all deeds and other instruments deeded by the Surviving Entity to be necessary in order to vest the Surviving Entity with title to and possession of all rights and property of the Merging Entity.

5. Manner and Basis of Converting Interests. The manner and basis of converting the interests of each of Merging Entity and Surviving Entity shall be as follows:

(a) all interests of Merging Entity (the "Merging Entity Interests") that are outstanding immediately prior to the Effective Time shall, by virtue of the Merger, be cancelled without payment of any consideration and without conversion;

(b) the holder of the Merging Entity Interests shall cease to have any rights with respect to the Merging Entity Interests; and

(c) the interests of Surviving Entity shall not be affected by the Merger.

6. Articles of Organization of Surviving Entity. The Articles of Organization of Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law.

7. Approval. The Merger has previously been submitted to and approved by the sole Member of each of the Constituent Entities. The Managing Member of each of the Constituent Entities shall be, and hereby is, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to effect the Merger contemplated by this Plan of Merger.


8. Termination. Notwithstanding the approval of this Plan of Merger by the sole Member of each of the Constituent Entities, the Merger may be abandoned at any time prior to the Effective Time, but not later than the Effective Time, upon the consent of both the Surviving Entity and the Merging Entity.

9. Miscellaneous. This Plan of Merger shall be construed in accordance with the laws of the State of Florida. The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise. This Plan of Merger may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.




IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger  
as of 10/1, 2008.

**BAYMAR SOLUTIONS LLC**

By:   
Name: Andrew McCutchen  
Title: Managing Member

**NU PRODUCT DESIGN, LLC**

By:   
Name: Andrew McCutchen  
Title: Managing Member