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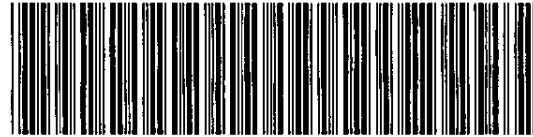
(Business Entity Name)

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FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
14 JAN 22 AM 11:47

*Murphy*  
JAN 28 2014  
J. LEMIEUX

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Merger of Scan Design of Florida, Inc., EIN: 59-1428110 with and into  
Scan Design of Florida, LLC, EIN: 46-2128621 (Surviving Company)

Dear Director:

This letter is to notify you of our intent to merge Scan Design of Florida, Inc., a Florida Corporation incorporated November 21, 1972, with and into Scan Design of Florida, LLC, a Florida Limited Liability Company existing under the laws of the State of Florida having been incorporated January 4, 2013. We have enclosed the Agreement and Plan of Merger(in duplicate), Action by Written Consent of the Board of Directors and the shareholders of Scan Design of Florida, Inc and Action by Written Consent of the Board of Managers and Members of Scan Design of Florida, LLC.

We have enclosed a check in the amount of \$90 (representing payment of \$35 for Scan Design of Florida, Inc., \$25 for Scan Design of Florida, LLC, and \$30 for a certified copy of the merger agreement).

Please return all correspondence concerning this matter to:

Linda G.T. Parks  
Parks, De Filippo and Associates, PA  
203 Lookout Place  
Maitland, Florida 32751

[lparks@pda-cpa.com](mailto:lparks@pda-cpa.com)

For further information concerning this matter, please call:

Linda Parks at (407)539-1330 X110

We appreciate your attention to this matter.

Sincerely,

Scan Design of Florida, Inc

By: 

Name: K. Preben Knudsen

Title: President

Scan Design of Florida, LLC

By: 

Name: Jesper F. Knudsen

Title: President/Managing Member

**AGREEMENT AND PLAN OF MERGER**

**of**

**SCAN DESIGN OF FLORIDA, INC.**

**with and into**

**SCAN DESIGN OF FLORIDA, LLC**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
14 JAN 22 AM 11:47

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of this 22nd day of January, 2014 by and among **Scan Design of Florida, Inc.**, a Florida corporation ("SDINC"), and **Scan Design of Florida, LLC.**, a Florida limited liability company ("SDLLC" or the "Surviving Company").

**WITNESSETH**

**WHEREAS**, SDINC is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on November 21, 1972, and SDLLC is a limited liability company existing under the laws of the State of Florida having been incorporated on January 4, 2013; and

**WHEREAS**, SDINC desires to merge with SDLLC in accordance with Section 605.1021-1026 of the Florida Statutes; and

**WHEREAS**, SDLLC will be the Surviving Company in the merger; and

**WHEREAS**, the Board of Directors of SDINC and the Board of Managers of SDLLC have each determined that it is in the best interests of SDINC and SDLLC that SDINC merge with and into SDLLC (the "Merger"); and

**WHEREAS**, the respective Board of Directors of SDINC and Board of Managers of SDLLC have each adopted the Plan of Merger attached hereto as Exhibit A (the "Plan of Merger") and have approved the Merger upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Florida Limited Liability Company Act (the "Act") and have recommended the Plan of Merger to their respective shareholders and members; and

**WHEREAS**, each of SDINC and SDLLC, with SDLLC duly electing to be treated as a corporation for tax purposes under Internal Revenue Code Section 7701 and the regulations there under, intend that (a) the Merger constitute a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code, (b) this Agreement constitute a "plan of reorganization" within the meaning of Sections 368 and 354 of the Internal Code and (c) each of SDINC and SDLLC constitute a "party to the reorganization" within the meaning of Section 368(b) of the Internal Revenue Code.

**NOW, THEREFORE,** in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, SDINC and SDLLC do hereby agree, subject to the terms and conditions set forth, as follows:

**ARTICLE I**  
**EFFECTIVE TIME AND DATE**

The Merger will be effective at 11:59 p.m. (the "Effective Time") on January 22, 2014 or, in the event the Articles of Merger are filed with the Florida Secretary of State on a date after January 22, 2014, on such date of filing (the "Effective Date"). From and after the Effective Time on the Effective Date, the separate existence of SDINC shall cease as it is merged with and into SDLLC, which will continue its existence and be the Surviving Company upon such Merger.

**ARTICLE II**  
**SDLLC JURISDICTION**

SDLLC shall be governed by the laws of the State of Florida. This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under Sections 605.1006 and 605.1061 – 605.1072 of the Florida Statutes.

**ARTICLE III**  
**EFFECT OF MERGER**

As of Effective Time on the Effective Date, SDLLC will succeed to all of the rights, privileges, immunities and franchises, and all of the property, real, person, and mixed, of SDINC without the necessity for any separate transfer. SDLLC will then be responsible and liable for all liabilities and obligations of SDINC as constituted immediately prior to the Effective Date of the Merger, and neither the rights of creditors nor any liens on the property of SDINC will be impaired by the Merger. After the Effective Time, the stock transfer book of SDINC shall be closed and thereafter there shall be no further registration of transfers of shares that were outstanding prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Company for transfer, such certificates shall be canceled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in the Plan of Merger.

**ARTICLE IV**  
**BY - LAWS**

As of the Effective Time and without any further action, the By-laws of SDINC in effect immediately prior to the Effective Time, shall by virtue of the Merger, become the By-laws of the Surviving Company, until thereafter amended in accordance with their terms and as provided by law.

**ARTICLE V**  
**DIRECTORS AND OFFICERS**

From and after the Effective Time, the Board of Directors/Managers shall consist of the following members:

Jesper F. Knudsen  
Peter F. Knudsen  
Knud Preben Knudsen  
Gregory E. Stone

Jesper Knudsen is the President and Managing Member of the Surviving Company and shall hold office until such time as provided in the By-laws of the Surviving Company.

## **ARTICLE VI EQUITY INTERESTS**

Upon the Effective Date, by virtue of the Merger and without any action on the part of SDINC and SDLLC

Shareholder of Common Stock of SDINC. Each share of Common Stock of SDINC outstanding immediately prior to the Effective Time, shall be converted into and become validly issued, fully paid and non-assessable membership units of the Surviving Company.

Shareholders of SDINC who, except for the provisions of Section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares

## **ARTICLE VII SURRENDER OF CERTIFICATES**

As promptly as practical on or after the Effective Date, the holder of certificates representing the SDINC Shares shall surrender to the Secretary of SDLLC such certificates and upon receipt of such certificates, the Surviving Company shall issue and deliver certificates of ownership in SDLLC representing the number of units of the Surviving Company's member units equal to the SDINC Converted Shares.

## **ARTICLE VIII GOVERNING LAW**

This Agreement and the legal relations between SDINC and SDLLC will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles.

## **ARTICLE IX FURTHER ACTION; EFFORTS**

Upon the terms and subject to the conditions of this Agreement, each of the parties shall use its commercially reasonable efforts to (a) take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement as soon as practicable and (b) do all things necessary, proper or advisable under applicable law to consummate the Merger and the other transactions contemplated by this Agreement as soon as practicable, including but not limited to, causing the preparation and filing of all forms, registrations and notices required to be filed to consummate the Merger and the taking of such actions as are necessary to obtain any requisite consent. If, at any time after the Effective Time, any further action is determined by the Surviving Company to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Company with full right, title and possession of and to all rights and property of SDINC, the officers and directors of the Surviving Company shall be fully authorized to take such action.

**ARTICLE X  
MISCELLANEOUS**

For convenience of the parties hereto and to facilitate the required filing of documents, any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument. Telefacsimile or email transmission of any executed original and/or retransmission of any executed telefacsimile or email transmission shall be deemed to be the same as the delivery of an executed original. At the request of either party hereto, the other party hereto shall confirm telefacsimile or email transmissions by executing duplicate original documents and delivering same to the requesting party. The headings of the several Articles herein are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, SDINC and SDLLC have executed this Agreement through their duly authorized representative as of the date first above written.

SCAN DESIGN OF FLORIDA, INC.

By: 

Name: W. P. KNUDSEN

Title: PRES.

SCAN DESIGN OF FLORIDA, LLC

By: 

Name: Jesper Knudsen

Title: President

**EXHIBIT A**  
**PLAN OF MERGER**

**Of**

**SCAN DESIGN OF FLORIDA, INC.**  
**(a Florida corporation)**

**INTO**

**SCAN DESIGN OF FLORIDA, LLC**  
**(a Florida Limited Liability Company)**

Plan of Merger approved by **Scan Design of Florida, Inc.**, a Florida corporation ("SDINC") and **Scan Design of Florida, LLC**, a Florida limited liability company ("SDLLC" or the Surviving Company"):

1. Effective Time and Date. The Merger will be effective at 11:59 p.m. (the "Effective Time") on January 22, 2014 or, in the event the Articles of Merger are filed with the Florida Secretary of State on a date after January 22, 2014, on such date of filing (the "Effective Date"). From and after the Effective Time on the Effective Date, SDINC will be merged, pursuant to Florida law, with and into SDLLC, the separate existence of SDINC shall cease and SDLLC will continue its existence and be the company surviving the Merger.

2. Effect of Merger. As of Effective Time on the Effective Date, SDLLC will succeed to all of the rights, privileges, immunities and franchises, and all of the property, real, person, and mixed, of SDINC without the necessity for any separate transfer. SDLLC will then be responsible and liable for all liabilities and obligations of SDINC as constituted immediately prior to the Effective Date of the Merger, and neither the rights of creditors nor any liens on the property of SDINC will be impaired by the Merger. After the Effective Time, the stock transfer book of SDINC shall be closed and thereafter there shall be no further registration of transfers of shares that were outstanding prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Company for transfer, such certificates shall be canceled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in the Plan of Merger.

3. By-laws. As of the Effective Time and without any further action on the part of SDINC, the By-laws of SDINC in effect immediately prior to the Effective Time, shall by virtue of the Merger, become the By-laws of the Surviving Company, until thereafter amended in accordance with their terms and as provided by law

4. Articles of Incorporation. As of the Effective Time, the Articles of Incorporation of SDINC in effect immediately prior to the Effective Time shall no longer apply and the Articles of Organization of SDLLC the Surviving Company shall take effect.

5. Directors and Officers. From and after the Effective Time, the Board of Directors/Members shall consist of the following members:

Jesper F. Knudsen  
Peter F. Knudsen  
Knud Preben Knudsen  
Gregory E. Stone

Jesper Knudsen is the President and Managing Member of the Surviving Company and shall hold office until such time as provided in the By-laws of the Surviving Company.

6. Equity Interests. Upon the Effective Date, by virtue of the Merger and without any action on the part of SDINC and SDLLC

Shareholder of Common Stock of DINC. Each share of Common Stock of SDINC outstanding immediately prior to the Effective Time, shall be converted into and become validly issued, fully paid and non-assessable membership units of the Surviving Company.

Shareholders of SDINC who, except for the provisions of Section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares

7. Surrender of Certificates. As promptly as practical on or after the Effective Date, the holder of certificates representing the SDINC Shares shall surrender to the Secretary of SDLLC such certificates and upon receipt of such certificates, the Surviving Company shall issue and deliver certificates of SDLLC representing the number of units of the Surviving Company's member units equal to the SDINC Shares.

8. Approval. The Merger has been fully approved by the Board of Directors and by the Shareholders of SDINC and by the Board of Managers and members of SDLLC in accordance with the provisions of the Florida Limited Liability Company Act (the "Act").

9. Compliance with Act. The Merger of SDINC with and into the Surviving Company shall be authorized and carried out in the manner prescribed in the Act.

10. Filings. SDINC and SDNF agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida and that they cause to be performed all necessary acts with the State of Florida and elsewhere to effectuate the Merger.



**SCAN DESIGN OF FLORIDA, INC.**

**ACTION BY WRITTEN CONSENT OF THE SHAREHOLDERS**

The undersigned, being all of the shareholders (the "Shareholders") of the Voting Common Stock of **Scan Design of Florida, Inc.**, a Florida corporation (the "Corporation"), waiving all requirements of notice, including but not limited to any and all notice of the availability of appraisal rights which may have been available to the undersigned, do hereby affirmatively vote for, consent to, adopt, and approve the following resolutions by written consent without a meeting, pursuant to Section 607.0704, Florida Statutes:

**1. Approval of the Agreement and Plan of Merger**

**WHEREAS**, the Shareholders, upon recommendation of the Board of Directors of the Corporation, deem it advisable and in the best interests of the Corporation and its shareholders to merge the Corporation, pursuant to Sections 607.1108 and 608.438, and Sections 605.1021 – 605.1026 of the Florida Statutes, with and into **Scan Design of Florida, LLC**, a Florida limited liability company ("Holding Company"), pursuant to the Agreement and Plan of Merger attached hereto as Exhibit "A" (the "Merger Agreement").

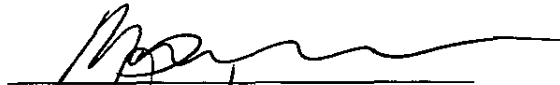

**NOW, THEREFORE**, be it resolved that the terms and conditions of the Merger Agreement, including the Plan of Merger set forth therein, attached hereto as Exhibit "A" are adopted and approved; and

**FURTHER RESOLVED**, that the Shareholders of the Corporation authorize and direct the officers of the Corporation to execute, deliver and consummate the Merger Agreement on behalf of the Corporation together with such related documents with such changes thereto as the officers executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery thereof by such officers, to perform all acts, execute all papers and documents, and to do all other things and take all actions as they may deem necessary or appropriate, in their discretion, to effect the Merger, including, but not limited to, the execution and delivery for filing of the Articles of Merger with the Secretary of State of Florida and to execute and deliver any and all instruments necessary or appropriate which may be required in connection with the execution of, or compliance with the Plan of Merger or the implementation of any of the resolutions contained herein; and

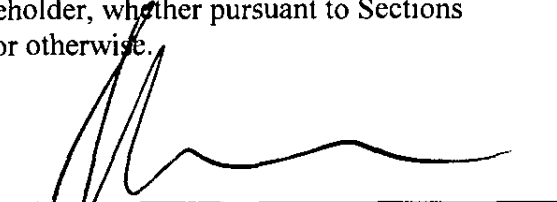
**FURTHER RESOLVED**, that the authority granted to the officers of the Corporation pursuant to the foregoing resolutions shall be deemed to include, in the case of each such resolution, the authority to perform such further acts and deeds as may be necessary, convenient or appropriate, in the judgment of such officers, to carry out the Merger contemplated thereby and the purposes and intents of the foregoing resolutions, and all acts and deeds previously performed by the officers or counsel for the Corporation prior to the date of these resolutions that are within the authority conferred hereby are confirmed, approved and ratified in all respects as the authorized acts and deeds of the Corporation.

**FURTHER RESOLVED**, that it is the intent of the Board of Managers of the Company and each and every officer of the Company, if any be appointed, that this merger be effective January 22, 2014 for tax and accounting purposes.

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent as of the 22nd day of January, 2014.

  
K. Preben Knudsen, Shareholder of Voting  
Common Stock  
Lis F. Knudsen, Shareholder of Voting  
Common Stock

The undersigned, being the sole non-voting shareholder of the Corporation, owning 490 shares of non-voting common stock of the Corporation representing 98% of all issued and outstanding common stock of the Corporation (both voting and non-voting), does hereby consent and agree to the Merger, and waives any and all notice rights, appraisal rights or any other rights that the undersigned may have as a non-voting shareholder, whether pursuant to Sections 607.1103, or 607.1301-607.1333, Florida Statutes, or otherwise.

  
Jesper F. Knudsen, Sole Shareholder of  
Non-Voting Common Stock

**EXHIBIT "A"**

**AGREEMENT AND PLAN OF MERGER**

**of**

**SCAN DESIGN OF FLORIDA, INC.**

**with and into**

**SCAN DESIGN OF FLORIDA, LLC**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of this 22<sup>nd</sup> day of January, 2014 by and among **Scan Design of Florida, Inc.**, a Florida corporation ("SDINC"), and **Scan Design of Florida, LLC.**, a Florida limited liability company ("SDLLC" or the "Surviving Company").

**WITNESSETH**

**WHEREAS**, SDINC is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on November 21, 1972, and SDLLC is a limited liability company existing under the laws of the State of Florida having been incorporated on January 4, 2013; and

**WHEREAS**, SDINC desires to merge with SDLLC in accordance with Section 605.1021-1026 of the Florida Statutes; and

**WHEREAS**, SDLLC will be the Surviving Company in the merger; and

**WHEREAS**, the Board of Directors of SDINC and the Board of Managers of SDLLC have each determined that it is in the best interests of SDINC and SDLLC that SDINC merge with and into SDLLC (the "Merger"); and

**WHEREAS**, the respective Board of Directors of SDINC and Board of Managers of SDLLC have each adopted the Plan of Merger attached hereto as Exhibit A (the "Plan of Merger") and have approved the Merger upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Florida Limited Liability Company Act (the "Act") and have recommended the Plan of Merger to their respective shareholders and members; and

**WHEREAS**, each of SDINC and SDLLC, with SDLLC duly electing to be treated as a corporation for tax purposes under Internal Revenue Code Section 7701 and the regulations there under, intend that (a) the Merger constitute a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code, (b) this Agreement constitute a "plan of reorganization" within the meaning of Sections 368 and 354 of the Internal Code and (c) each of SDINC and SDLLC constitute a "party to the reorganization" within the meaning of Section 368(b) of the Internal Revenue Code.

**NOW, THEREFORE,** in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, SDINC and SDLLC do hereby agree, subject to the terms and conditions set forth, as follows:

#### **ARTICLE I EFFECTIVE TIME AND DATE**

The Merger will be effective at 11:59 p.m. (the "Effective Time") on January 22, 2014 or, in the event the Articles of Merger are filed with the Florida Secretary of State on a date after January 22, 2014, on such date of filing (the "Effective Date"). From and after the Effective Time on the Effective Date, the separate existence of SDINC shall cease as it is merged with and into SDLLC, which will continue its existence and be the Surviving Company upon such Merger.

#### **ARTICLE II SDLLC JURISDICTION**

SDLLC shall be governed by the laws of the State of Florida. This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under Sections 605.1006 and 605.1061 – 605.1072 of the Florida Statutes.

#### **ARTICLE III EFFECT OF MERGER**

As of Effective Time on the Effective Date, SDLLC will succeed to all of the rights, privileges, immunities and franchises, and all of the property, real, person, and mixed, of SDINC without the necessity for any separate transfer. SDLLC will then be responsible and liable for all liabilities and obligations of SDINC as constituted immediately prior to the Effective Date of the Merger, and neither the rights of creditors nor any liens on the property of SDINC will be impaired by the Merger. After the Effective Time, the stock transfer book of SDINC shall be closed and thereafter there shall be no further registration of transfers of shares that were outstanding prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Company for transfer, such certificates shall be canceled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in the Plan of Merger.

#### **ARTICLE IV BY - LAWS**

As of the Effective Time and without any further action, the By-laws of SDINC in effect immediately prior to the Effective Time, shall by virtue of the Merger, become the By-laws of the Surviving Company, until thereafter amended in accordance with their terms and as provided by law.

#### **ARTICLE V DIRECTORS AND OFFICERS**

From and after the Effective Time, the Board of Directors/Managers shall consist of the following members:

Jesper F. Knudsen  
Peter F. Knudsen  
Knud Preben Knudsen  
Gregory E. Stone

Jesper Knudsen is the President and Managing Member of the Surviving Company and shall hold office until such time as provided in the By-laws of the Surviving Company.

## **ARTICLE VI EQUITY INTERESTS**

Upon the Effective Date, by virtue of the Merger and without any action on the part of SDINC and SDLLC

Shareholder of Common Stock of SDINC. Each share of Common Stock of SDINC outstanding immediately prior to the Effective Time, shall be converted into and become validly issued, fully paid and non-assessable membership units of the Surviving Company.

Shareholders of SDINC who, except for the provisions of Section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares

## **ARTICLE VII SURRENDER OF CERTIFICATES**

As promptly as practical on or after the Effective Date, the holder of certificates representing the SDINC Shares shall surrender to the Secretary of SDLLC such certificates and upon receipt of such certificates, the Surviving Company shall issue and deliver certificates of ownership in SDLLC representing the number of units of the Surviving Company's member units equal to the SDINC Converted Shares.

## **ARTICLE VIII GOVERNING LAW**

This Agreement and the legal relations between SDINC and SDLLC will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles.

## **ARTICLE IX FURTHER ACTION; EFFORTS**


Upon the terms and subject to the conditions of this Agreement, each of the parties shall use its commercially reasonable efforts to (a) take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement as soon as practicable and (b) do all things necessary, proper or advisable under applicable law to consummate the Merger and the other transactions contemplated by this Agreement as soon as practicable, including but not limited to, causing the preparation and filing of all forms, registrations and notices required to be filed to consummate the Merger and the taking of such actions as are necessary to obtain any requisite consent. If, at any time after the Effective Time, any further action is determined by the Surviving Company to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Company with full right, title and possession of and to all rights and property of SDINC, the officers and directors of the Surviving Company shall be fully authorized to take such action.

**ARTICLE X  
MISCELLANEOUS**


For convenience of the parties hereto and to facilitate the required filing of documents, any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument. Telefacsimile or email transmission of any executed original and/or retransmission of any executed telefacsimile or email transmission shall be deemed to be the same as the delivery of an executed original. At the request of either party hereto, the other party hereto shall confirm telefacsimile or email transmissions by executing duplicate original documents and delivering same to the requesting party. The headings of the several Articles herein are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, SDINC and SDLLC have executed this Agreement through their duly authorized representative as of the date first above written.

SCAN DESIGN OF FLORIDA, INC.

By:   
Name: H. P. KNUDSEN  
Title: PRES.

SCAN DESIGN OF FLORIDA, LLC

By:   
Name: Jesper Knudsen  
Title: President

**EXHIBIT A**  
**PLAN OF MERGER**

**Of**

**SCAN DESIGN OF FLORIDA, INC.**  
**(a Florida corporation)**

**INTO**

**SCAN DESIGN OF FLORIDA, LLC**  
**(a Florida Limited Liability Company)**

Plan of Merger approved by **Scan Design of Florida, Inc.**, a Florida corporation ("SDINC") and **Scan Design of Florida, LLC.**, a Florida limited liability company ("SDLLC" or the Surviving Company"):

1. Effective Time and Date. The Merger will be effective at 11:59 p.m. (the "Effective Time") on January 22, 2014 or, in the event the Articles of Merger are filed with the Florida Secretary of State on a date after January 22, 2014, on such date of filing (the "Effective Date"). From and after the Effective Time on the Effective Date, SDINC will be merged, pursuant to Florida law, with and into SDLLC, the separate existence of SDINC shall cease and SDLLC will continue its existence and be the company surviving the Merger.

2. Effect of Merger. As of Effective Time on the Effective Date, SDLLC will succeed to all of the rights, privileges, immunities and franchises, and all of the property, real, person, and mixed, of SDINC without the necessity for any separate transfer. SDLLC will then be responsible and liable for all liabilities and obligations of SDINC as constituted immediately prior to the Effective Date of the Merger, and neither the rights of creditors nor any liens on the property of SDINC will be impaired by the Merger. After the Effective Time, the stock transfer book of SDINC shall be closed and thereafter there shall be no further registration of transfers of shares that were outstanding prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Company for transfer, such certificates shall be canceled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in the Plan of Merger.

3. By-laws. As of the Effective Time and without any further action on the part of SDINC, the By-laws of SDINC in effect immediately prior to the Effective Time, shall by virtue of the Merger, become the By-laws of the Surviving Company, until thereafter amended in accordance with their terms and as provided by law

4. Articles of Incorporation. As of the Effective Time, the Articles of Incorporation of SDINC in effect immediately prior to the Effective Time shall no longer apply and the Articles of Organization of SDLLC the Surviving Company shall take effect.

5. Directors and Officers. From and after the Effective Time, the Board of Directors/Members shall consist of the following members:

Jesper F. Knudsen  
Peter F. Knudsen  
Knud Preben Knudsen  
Gregory E. Stone

Jesper Knudsen is the President and Managing Member of the Surviving Company and shall hold office until such time as provided in the By-laws of the Surviving Company.

6. Equity Interests. Upon the Effective Date, by virtue of the Merger and without any action on the part of SDINC and SDLLC

Shareholder of Common Stock of DINC. Each share of Common Stock of SDINC outstanding immediately prior to the Effective Time, shall be converted into and become validly issued, fully paid and non-assessable membership units of the Surviving Company.

Shareholders of SDINC who, except for the provisions of Section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares

7. Surrender of Certificates. As promptly as practical on or after the Effective Date, the holder of certificates representing the SDINC Shares shall surrender to the Secretary of SDLLC such certificates and upon receipt of such certificates, the Surviving Company shall issue and deliver certificates of SDLLC representing the number of units of the Surviving Company's member units equal to the SDINC Shares.

8. Approval. The Merger has been fully approved by the Board of Directors and by the Shareholders of SDINC and by the Board of Managers and members of SDLLC in accordance with the provisions of the Florida Limited Liability Company Act (the "Act").

9. Compliance with Act. The Merger of SDINC with and into the Surviving Company shall be authorized and carried out in the manner prescribed in the Act.

10. Filings. SDINC and SDNF agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida and that they cause to be performed all necessary acts with the State of Florida and elsewhere to effectuate the Merger.