

L13000174467

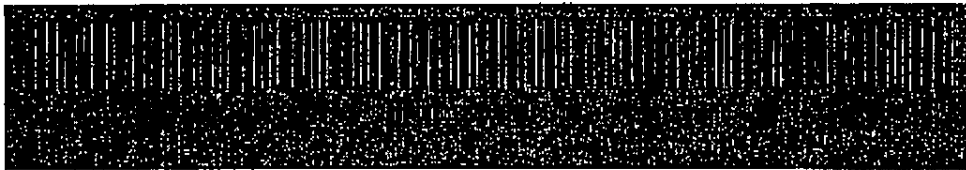
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**MERGER OR SHARE EXCHANGE**  
**DCL Acquisitions, LLC**

Certificate of Status	0
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**THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:**

Craig S. Pearlman, Esquire  
Killgore, Pearlman, Stamp,  
Ornstein & Squires, P.A.  
2 S. Orange Ave., 5<sup>th</sup> Floor  
Orlando, Florida 32801

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**ARTICLES OF MERGER  
OF**

**DCL HOLDINGS, LLC**, a Florida limited liability company – L07000000359

**INTO**

**DCL ACQUISITIONS, LLC**, a Florida limited liability company – L13000174467

ARTICLES OF MERGER between DCL HOLDINGS, LLC, a Florida limited liability company, with Tax Number 26-1106281 ("DCL Holdings") and DCL ACQUISITIONS, LLC, a Florida limited liability company, with Tax Number 46-4509190 ("DCL Acquisitions").

Under §605.1021 of the Florida Revised Limited Liability Act, (the "Act"), DCL Holdings and DCL Acquisitions adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated as of December 22, 2014 ("Plan of Merger"), between DCL Holdings and DCL Acquisitions was approved and adopted by the members of DCL Acquisitions on December 22, 2014 and was adopted by the members of DCL Acquisitions on December 22, 2014, in accordance with §605.1021 - 605.1026 of the Act.

2. Under the Plan of Merger, all issued and outstanding ownership interest of DCL Holdings will be acquired by means of a merger of DCL Holdings into DCL Acquisitions with DCL Acquisitions being the surviving company ("Merger").

3. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.

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IN WITNESS WHEREOF, the parties have set their hands on December 22, 2014.

**DCL Holdings, LLC**  
A Florida Limited Liability Company

By: Craig S. Pearlman, Manager  
Craig S. Pearlman, Manager

By: Craig S. Pearlman, Trustee  
Craig S. Pearlman, Trustee  
Craig S. Pearlman Irrevocable Family Trust  
dated February 28, 2009  
Member

By: Craig S. Pearlman, Trustee  
Craig S. Pearlman, Trustee  
Lynn Minkow Irrevocable Family Trust  
dated February 28, 2009  
Member

**DCL Acquisitions, LLC**  
A Florida Limited Liability Company

By: Craig S. Pearlman, Manager  
Craig S. Pearlman, Manager

By: Craig S. Pearlman, Trustee  
Craig S. Pearlman, Trustee  
Craig S. Pearlman Irrevocable Family Trust  
dated February 28, 2009  
Member

By: Craig S. Pearlman, Trustee  
Craig S. Pearlman, Trustee  
Lynn Minkow Irrevocable Family Trust  
dated February 28, 2009  
Member

**Exhibit A****Memoranda and Plan of Merger**

This Agreement and Plan of Merger (the "Agreement") is entered into by and between DCL Acquisitions, LLC, a Florida Limited Liability Company ("DCL Acquisitions") and DCL Holdings, LLC, a Florida Limited Liability Company ("DCL Holdings"), as of December 22, 2014.

In consideration of mutual promises and covenants contained in this Agreement, the parties agree as follows:

**1 The Merger.**

**1.1 The Entity.** Upon the filing of Articles of Merger and Plan of Merger with the Secretary of State of the State of Florida ("The Effective Time"):

- (a) DCL Holdings shall be merged with and into DCL Acquisitions in accordance with Florida Statute 605.1021 – 605.1026;
- (b) DCL Acquisitions shall be the surviving company of the merger;
- (c) The identity, existence, rights, privileges, powers, franchises, properties and assets of DCL Acquisitions shall continue unaffected and unimpaired by the merger; and
- (d) The identity and separate existence of DCL Holdings shall cease and all of the rights, privileges, powers, franchises, properties and assets of DCL Holdings shall be vested in DCL Acquisitions.

**1.2 Operating Agreement, Member, Manager and Officers.** From and after the Effective Time, until amendment as provided for by law, the Operating Agreement of DCL Acquisitions shall be the Operating Agreement, and the Manager and any Officers of DCL Acquisitions immediately prior to the Effective Time shall be the Managers and Officers.

**1.3 Membership Interest Conversion.** At the Effective Time, each membership interest of DCL Holdings outstanding immediately prior to the Effective Time shall, by virtue of the merger and without any addition action on the part of DCL Holdings or DCL Acquisitions, be exchanged for membership interest in DCL Acquisitions.

**2 General.**

**2.1 Conditions to the Merger.** The Merger shall have been duly authorized by both DCL Acquisitions and DCL Holdings prior to the filing of the Articles of Merger with the Secretary of State of the State of Florida.

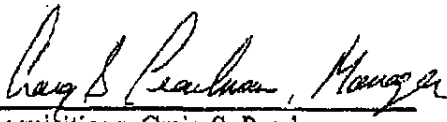
**2.2 Termination.** Notwithstanding anything herein to the contrary, this Agreement may be terminated and abandoned before the Effective Time, whether before or after adoption

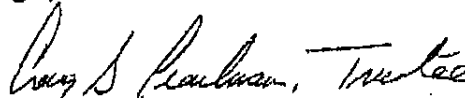
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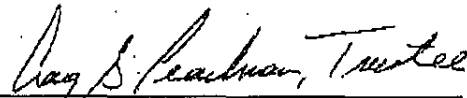
and approval of this Agreement, by the consent of either the Members of DCL Acquisitions or the Members of DCL Holdings. In the event of such termination and abandonment, this Agreement shall forthwith become void, and neither party or its respective Officers, Managers or Members shall have any liability hereunder.

- 2.3 **Counterparts.** This agreement may be in any number of counterparts, each of which may be deemed the original, but all of which together shall constitute one instrument. In This Agreement and Plan of Merger is duly executed as of the date first written above.


This Agreement and Plan of Merger is duly executed as of the date first written above.


  
DCL Acquisitions, Craig S. Pearlman,  
Manager,

  
Craig S. Pearlman, Trustee of the Craig S.  
Pearlman Irrevocable Family Trust dated  
February 28, 2009, Member

  
Craig S. Pearlman, Trustee of the Lynn  
Minkow Irrevocable Family Trust dated  
February 28, 2009, Member

  
DCL Holdings, LLC, by Craig S. Pearlman,  
Manager

  
Craig S. Pearlman, Trustee of the Craig S.  
Pearlman Irrevocable Family Trust dated  
February 28, 2009, Member

  
Craig S. Pearlman, Trustee of the Lynn  
Minkow Irrevocable Family Trust dated  
February 28, 2009, Member