

# L30933

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*1 Merger*

10/28/11--01031--017 \*\*70.00

FILED  
2011 OCT 28 PM 2:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*AR*  
*11/1/11*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** D.P.L., Inc.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

James B. Evans, Jr., Esquire

Contact Person

Kulzer & DiPadova, P.A.

Firm/Company

76 E. Euclid Ave., Suite 300

Address

Haddonfield, NJ 08033

City/State and Zip Code

jbe@kulzerdipadova.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

James B. Evans, Jr.

Name of Contact Person

At ( 856 ) 795-7744

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

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

**ARTICLES OF MERGER**  
(Profit Corporations)

**FILED**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

2011 OCT 28 PM 2:32

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
D.P.L., Inc.	New Jersey	N/A

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
D.P.L. of Florida, Inc.	Florida	L30933

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**     /     /     (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on October 5, 2011.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on October 5, 2011.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

### **CERTIFICATE OF MERGER**

Pursuant to N.J.S.A. §14A:10-4.1 and §607.1101 of Florida Statutes, D.P.L., INC., a New Jersey domestic profit corporation ("DPL"), having an address of 101 Haddontowne Court, Suite 101, Cherry Hill New Jersey 08034, and D.P.L. OF FLORIDA, INC., a Florida domestic profit corporation authorized to do business in New Jersey ("FLORIDA"), having an address of 101 Haddontowne Court, Suite 101, Cherry Hill New Jersey 08034, adopt the following Certificate of Merger for the purpose of merging FLORIDA with and into DPL, and hereby certify as follows:

1) Effective September 30, 2011 or, if later, upon the time of filing of the Certificate of Merger with the applicable governmental filing offices in the states of Florida and New Jersey (the "Effective Time"), FLORIDA shall be merged with and into DPL (the "Surviving Corporation").

2) The Plan of Merger for merging FLORIDA with and into the Surviving Corporation as approved by the Boards of Directors of FLORIDA and the Surviving Corporation is as set forth in Exhibit A, attached to this Certificate of Merger.

3) The Plan of Merger was adopted by the Unanimous Written Consent of the Boards of Directors of FLORIDA and the Surviving Corporation.

4) The number of shares of FLORIDA which were entitled to vote at the time of approval of the Plan of Merger by its stockholders is one hundred (100) share of common stock. The stockholders of FLORIDA agree to the Plan of Merger pursuant to a unanimous written consent.

5) The number of shares of the Surviving Corporation which were entitled to vote at the time of approval of the Plan of Merger by its stockholders is one hundred (100) share of common stock. The stockholders of the Surviving Corporation agree to the Plan of Merger pursuant to a unanimous written consent.

6) DPL will continue its existence as the Surviving Corporation pursuant to the New Jersey Business Corporation Act.

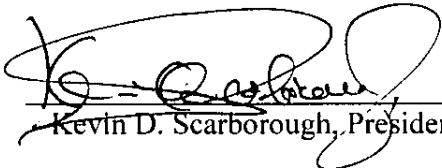
7) The merger herein provided for shall be effective at the Effective Time.

8) The name of the Surviving Corporation shall be D.P.L., INC.

**IN WITNESS WHEREOF**, each party has executed this Agreement as of the date set forth beside the name of each signatory.

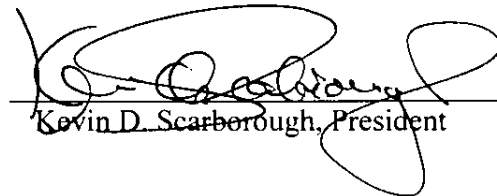
Date 10/5/11

**D.P.L., INC.**

By:   
Kevin D. Scarborough, President

Date 10/5/11

**D.P.L. OF FLORIDA, INC.**

By:   
Kevin D. Scarborough, President

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** is made by and among D.P.L., INC., a New Jersey domestic profit corporation ("DPL"), having an address of 101 Haddontowne Court, Suite 101, Cherry Hill New Jersey 08034, the DPL stockholders who have executed this Agreement (the "DPL Stockholder") and D.P.L. OF FLORIDA, INC., a Florida domestic profit corporation authorized to do business in New Jersey ("FLORIDA"), having an address of 101 Haddontowne Court, Suite 101, Cherry Hill New Jersey 08034, and FLORIDA's stockholders who have executed this Agreement (the "FLORIDA Stockholders").

- A. DPL and FLORIDA desire to merge with and into DPL (the "Merger") and continue operations under the name DPL, INC. (the "Surviving Corporation"); and
- B. The Boards of Directors of DPL and FLORIDA have determined that the Merger is in the best interests of their respective entities; and
- C. The Merger will result in the FLORIDA Stockholders being owners of the Surviving Corporation and holders of all of the capital stock of the Surviving Corporation (the "Stock");

**NOW, THEREFORE**, the parties agree as follows:

- 1) Merger; Effective Time. Effective September 30, 2011 or, if later, upon the time of filing of the Certificate of Merger, with the applicable governmental filing offices in the states of Florida and New Jersey (the "Effective Time"), FLORIDA shall be merged with and into the Surviving Corporation.
- 2) Effects of Merger. The effects of the Merger are as follows:
  - a) Rights of Succession. At the Effective Time, the separate corporate existence of FLORIDA shall cease and terminate, whereupon the Surviving Corporation shall become the owner, without further transfer, of all of the rights, powers, privileges, franchises, property, assets, liabilities and debts of FLORIDA in the same manner as if the Surviving Corporation had already possessed or incurred them.
  - b) Certificate, of Incorporation of Surviving Corporation. The Certificate of Incorporation of DPL shall be the Certificate of Incorporation of the Surviving Corporation until same shall be altered, amended, or repealed.
  - c) Bylaws of Surviving Corporation. The Bylaws of DPL shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended, or repealed.
  - d) Expenses. The Surviving Corporation shall pay all expenses of the Merger; provided, however, that each of the constituent corporations

shall be solely responsible for the costs and expenses of their respective attorneys and accountants.

- e) Directors and Officers. By execution hereof, each of the officers and directors of FLORIDA hereby resign from each and every office and directorship held by him effective as of the Effective Time and without the need for any further action on their part and, further, by execution hereof, the FLORIDA Stockholders hereby accept such resignations effective as of the Effective Time and without the need for any further action on their part. The Directors of DPL shall be the Director of the Surviving Corporation. The Officers of DPL shall be the Officers of the Surviving Corporation.
- 3) Conversion of Stock. On the Effective Time, the FLORIDA Stockholders shall be issued shares of Stock in such amounts as are set forth on Schedule 3 annexed hereto, whereupon all rights of the FLORIDA Stockholders in and to each share of stock of FLORIDA then owned or held by each of them shall be canceled and all certificates representing such shares shall be likewise surrendered and canceled.
- 4) Retention of the Surviving Corporation Stock. The FLORIDA Stockholders intend to hold the shares of stock of the Surviving Corporation for their own account and has no present intention of reselling or otherwise distributing or disposing of the shares of stock of the Surviving Corporation.
- 5) Termination of Agreement of Merger. This Agreement of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Time notwithstanding the approval of any of the parties to the Merger by mutual consent of the Boards of Directors of each of the parties to the Merger.
- 6) Notification of Merger. Each party to the Merger shall make a good faith effort to provide notice of the Merger to parties with which that party has done business, as well as to any other persons or entities to whom such notice would be appropriate.
- 7) Acts to Effectuate Agreement. Each of the parties hereto hereby covenant and agree to make, execute and deliver any and all documents, instruments and agreements, and to do and perform any and all acts, matters and things, as may be necessary or proper to effectuate the intents and purposes of this Agreement or to consummate more effectively the transactions provided for herein and contemplated hereunder.
- 8) Upon the Effective Date, the Surviving Corporation:

- a) Appoints the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation party to the merger or share exchange; and
  - b) Agrees that it will promptly pay to the dissenting shareholders of each domestic corporation party to the Merger or shall exchange the amount, if any, to which they are entitled under s. 607.1302 of the Florida Statutes.
- 9) Notices. All notices, requests, demands, waivers, and other written communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified or registered mail, as follows:
  - 10) Assignment. No party hereto may assign this Agreement of Merger without the written consent of the other parties hereto.
  - 11) Entire Agreement. This Agreement of Merger, and the Schedules and Exhibits annexed hereto, together constitute the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby, and supersedes all prior agreements and understandings.
  - 12) Binding Agreement. This Agreement of Merger shall be binding on and inure to the benefit of the parties and their respective representatives, successors, and assigns.
  - 13) Governing Law. This Agreement of Merger shall be deemed to have been made and executed in the State of New Jersey, and the validity, construction, interpretation, effect, and enforcement thereof shall be governed by the laws of the State of New Jersey.
  - 14) Waiver. No delay or omission on the part of any party hereto in exercising any right granted hereunder shall operate as a waiver of such right or of any other right under this Agreement of Merger.
  - 15) Severability. The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder thereof.
  - 16) Section and Heading References. The Section and Paragraph headings contained herein are for reference purposes only, and shall not affect in any way the terms, meaning, or interpretation of this Agreement of Merger.
  - 17) Counterparts. This Agreement of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original hereof, but all of which together shall constitute one and the same instrument. In addition, it is understood and agreed among the parties hereto that they may execute this



Agreement of Merger at the same time or at separate times and on a single execution page or on multiple execution pages and that, upon execution of a counterpart of this Agreement of Merger by the last of the parties hereto to execute the same, this Agreement of Merger shall be deemed fully executed by all parties and each execution page may be removed from the counterpart to which it is attached and be re-attached, together with all other execution pages, to a single counterpart, which said counterpart shall constitute an original hereof as fully as if consisting of but a single execution page containing original signatures of all of the parties hereto thereon.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

Date: 10/5/11

**D.P.L., INC.**

By: 

Kevin D. Scarborough, President

Date: 10/5/11

**D.P.L. OF FLORIDA, INC.**

By: 

Kevin D. Scarborough, President

SCHEDULE 3  
CONVERSION OF SHARES

Each share of Florida shall be converted into one share of the Surviving Corporation.