

M23769

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Account Name : HAILE, SHAW & PFAFFENBERGER, P.A.
Account Number : 076326003550
Phone : (561) 627-8100
Fax Number : (561) 622-7603

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MERGER OR SHARE EXCHANGE

3737 Corporation, a Delaware Corporation

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ARTICLES OF MERGER
of
3737 CORPORATION
(a Florida corporation)
into
3737 CORPORATION
(a Delaware corporation)

The following Articles of Merger are being submitted by the parties in accordance with Section 607.1105 Florida Statutes:

FIRST: The parties to this merger are (a) 3737 Corporation, a Florida corporation (Document #M23769), whose principal place of business is located 125 Brazilian Avenue, Palm Beach, FL 33480 (the "Merging Corporation"), and (b) 3737 Corporation, a Delaware corporation, whose principal place of business is located at 125 Brazilian Avenue, Palm Beach, FL 33480 (the "Surviving Corporation").

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of the Surviving Company are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
3737 Corporation	Delaware	Corporation

THIRD: The attached Plan and Agreement of Merger (the "Plan of Merger") meets the requirements of Section 607.1101 of the Florida Statutes, and was unanimously approved by the Board of Directors and all of the Shareholders of the Merging Corporation in accordance with Chapter 607 of the Florida Statutes.

FOURTH: The attached Plan of Merger was also unanimously approved by the Board of Directors and all of the Shareholders of the Delaware corporation which is the Surviving Corporation in accordance with the corresponding laws of the State of Delaware.

FIFTH: The Surviving Corporation hereby appoints the Secretary of State of the State of Florida as its agent for substitute service of process pursuant to Chapter 48 of the Florida Statutes in any proceeding to enforce and obligation or rights of any dissenting shareholder of the Merging Corporation.

SIXTH: The Delaware Corporation which is the Surviving Corporation hereby agrees to pay any dissenting Shareholder of the Florida corporation which is the Merging Corporation the amount, if any, to which they are entitled under Section 607.1302 of the Florida Statutes.

SEVENTH: The merger is permitted under the laws of all applicable jurisdictions and is not prohibited by the Articles of Incorporation or By-Laws of either corporation which is a party to the merger.

EIGHTH: The merger shall become effective upon the later to occur of (1) the date of filing of the Articles of Merger with the Secretary of State of the State of Florida and (2) the date of filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

NINTH: These Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

Witness the following signatures and seals, as of this 19th day of September, 2006.

3737 CORPORATION,
a Florida corporation

By: Joseph R. Bagby
Joseph R. Bagby, President

3737 CORPORATION,
a Florida corporation

By: Joseph R. Bagby
Joseph R. Bagby, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Merger Agreement") is dated as of the 11 day of September, 2006 by and between 3737 Corporation, a Delaware corporation (the "DE Company"), and a 3737 Corporation, a Florida corporation (the "FL Company" and, together with the DE Company, the "Constituent Corporations").

WITNESSETH:

WHEREAS, the DE Company and the FL Company are corporations duly incorporated and validly existing under the laws of the State of Delaware and Florida, respectively; and

WHEREAS, the authorized capital stock of the DE Company is One Thousand five Hundred shares of common capital stock with no par value ("Surviving Company Capital Stock") of which One Hundred (100) Shares are issued and outstanding; and

WHEREAS, the authorized capital stock of the Florida Company is Two Thousand (2000) Shares of common capital stock \$1.00 par value ("FL Company Capital Stock") of which One Hundred (100) Shares are issued and outstanding; and

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law ("DGCL") and Chapter 607.1101, Florida Statutes, the DE Company and the FL Company desire to enter into a business combination transaction pursuant to which the FL Company will merge with and into the DE Company with the DE Company surviving; and

WHEREAS, the Board of Directors of the DE Company has adopted and approved this Merger Agreement in accordance with Sections 251 and 252 of DGCL, and has recommended that the stockholders of the Company approve and adopt this Merger Agreement; and

WHEREAS, the Board of Directors of the FL Company has approved this Merger Agreement pursuant to Section 607.1102, Florida Statutes, and has recommended that the stockholders of the FL Company approve and adopt this Merger Agreement; and

WHEREAS, the stockholders of the DE Company, as required by the applicable provisions of Sections 251 and 252 of DGCL, have approved and adopted this Merger Agreement and the transactions contemplated hereby; and .

WHEREAS, the stockholders of the FL Company, as required by the applicable provisions of Chapter 607, Florida Statutes, have approved and adopted this Merger Agreement and the transactions contemplated hereby;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, each of the Constituent Corporations agrees as follows:

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1. **The Merger.** In accordance with the relevant provisions of DGCL and the Florida Statutes, at the Effective Time (as hereinafter defined), the FL Company shall be merged with and into the DE Company (the "Merger"). As a result of and following the Merger, the separate existence of the FL Company shall cease to exist and the DE Company shall continue as the surviving entity of the Merger (the "Surviving Company"), and all identity, rights, assets and liabilities of the FL Company shall be vested in the Surviving Company in accordance with Section 252 of DGCL and Section 607.1101, Florida Statutes; thereafter, the Surviving Company shall be liable for all of the liabilities and obligations of the FL Company, and any claim or judgment against the FL Company may be enforced against the Surviving Company, in accordance with the provisions of DGCL and the Florida Statutes.

2. **The Effective Time.** The Merger shall become effective (the "Effective Time") immediately upon the later to occur of (i) the date on which both the Certificate of Merger, together with any other documents required to be filed to consummate the Merger, is filed with and accepted by the Secretary of State of the State of Delaware, and the Articles of Merger, together with any other documents required to be filed to consummate the Merger, is filed with the Secretary of State of the State of Florida.

3. **Certificate of Incorporation.** The Certificate of Incorporation of the DE Company, as in effect as of the Effective Time, shall be the Certificate of Incorporation of the Surviving Company until thereafter changed or amended as provided therein or by applicable law.

4. **By-laws.** The By-laws of the DE Company, as in effect as of the Effective Time, shall be the By-laws of the Surviving Company until thereafter changed, amended or repealed as provided therein, the Certificate of Incorporation of the Surviving Company or by applicable law.

5. **Purposes.** The purposes of the Surviving Company shall be as set forth in the Certificate of Incorporation of the Company as in effect on the date hereof until such time as such purposes may be changed or amended as provided in the Certificate of Incorporation of the Surviving Company and by applicable law.

6. **Directors and Officers of the Surviving Company.** From and after the Effective Time, the officers of the DE Company shall be the officers of the Surviving Company, and the directors of DE Company all be the directors of the Surviving Company, until their earlier death, resignation or removal or until their respective successors are duly appointed and qualified.

7. **Conversion and Cancellation of Shares.** Upon the Effective Time, by virtue of the Merger and without any further action on the part of either of the Constituent Corporations:

(a) At the Effective Time, each share of FL Company Common Stock issued and outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without the surrender of stock certificates or any other action by the holder of such shares, be

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converted into and exchangeable for an equal number of fully paid and nonassessable shares of Surviving Company Common Stock.

(b) After the Effective Time, all of the outstanding certificates which immediately prior to the Merger represented shares of FL Company capital stock shall be deemed for all purposes to evidence ownership of and to represent an equal number of shares of the Surviving Company's capital stock. The registered owner on the books and records of the Surviving Company or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Company or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of the Surviving Company's capital stock evidenced by such outstanding certificate as above provided.

10. **Additional Actions.** If, at any time on and after the Effective Time, the Surviving Company or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company title to and possession of any property or right of the FL Company acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Merger Agreement, the FL Company and its Board of Directors shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Company and otherwise to carry out the purposes of this Merger Agreement.

11. **Effect of Merger.** The effect of the Merger hereunder shall be as described in Section 607. 11101, Florida Statutes and Section 252 of DGCL, including, without limitation, the following:

(a) All of the estate, property, rights, privileges, powers, property (real, personal and mixed), licenses, permits, trademarks, copyrights, and franchises of, and all debts and liabilities owed to, FL Company shall be transferred to and vested in the Surviving Company by operation of law and without further act or deed; and

(b) The rights of creditors of the Constituent Corporations shall not in any manner be impaired, but the Surviving Company shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of the Constituent Corporations in the same manner and to the same extent as if the Surviving Company had itself incurred such liabilities and obligations.

12. **Abandonment.** Notwithstanding anything to the contrary in this Merger Agreement, this Merger Agreement may be terminated and abandoned by the Board of Directors of either Constituent Corporation notwithstanding favorable action on the Merger by the stockholders of either of the Constituent Corporations at any time prior to the date of filing the Articles of Merger with the Secretary of State of Florida and the Certificate of Merger with the Secretary of State of the State of Delaware.

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13. General.

(a) Governing Law. This Merger Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware, excluding the conflicts of law provisions of the State of Delaware.

(b) Complete Agreement; Amendments. This Merger Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof. No amendment, modification or termination of any provision of this Merger Agreement shall be valid unless in writing and signed by all of the parties hereto.

(c) Waivers and Further Agreements. Any waiver by any party of a breach of any provision of this Merger Agreement shall not operate or be construed as a waiver of any other breach of that provision or of any other provision hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as any other party may reasonably require in order to effectuate the terms and purposes of this Merger Agreement.

(d) Third Parties. Except as expressly provided herein, nothing in this Merger Agreement is intended to confer on any persons, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Merger Agreement.

(e) Assignment. This Merger Agreement shall not be assigned without the prior written consent of the parties hereto.

(f) Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall be one and the same document.

(g) Captions. Captions of sections have been added only for convenience and shall not be deemed to be a part of this Merger Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Plan and Agreement of Merger as of the date first set forth above.

3737 CORPORATION,
a Delaware corporation

By: Joseph R. Bagby
Joseph R. Bagby, President

3737 CORPORATION,
a Florida corporation

By: Joseph R. Bagby
Joseph R. Bagby, President

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