

P010000090262

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(City/State/Zip/Phone #)

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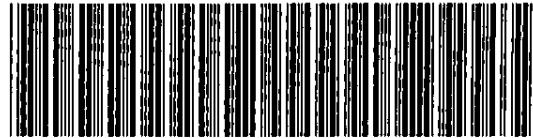
(Business Entity Name)

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Merger

12/29/11--01043--003 **78.75

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2011 DEC 29 AM 11:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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COHEN NORRIS WOLMER
RAY TELEPMAN COHEN

ATTORNEYS AT LAW

JONATHAN A. BERKOWITZ
GARY J. COHAN*
FRED C. COHEN, P.A.**
GREGORY R. COHEN, P.A.**
BERNARD A. CONKO[*][**]
GARY A. ISAACS, P.A.*
SCOTT R. KERNER
ALFRED G. MORICI*
DAVID B. NORRIS, P.A.
PETER R. RAY, P.A.
M. RICHARD SAPIR, P.A.*
ADAM R. SELIGMAN
KYLE A. SILVERMAN*
ROGER C. STANTON**
JAMES S. TELEPMAN, P.A.***
ROBERT M. WEINBERGER, P.A.*
BRENT G. WOLMER, P.A.

December 28, 2011

By Federal Express

*Of Counsel
**Board Certified Real Estate
***Board Certified Business Litigation

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

Re: Articles of Merger of Ocean Sea Wing, Inc. (No. P01000090262)
and
Sail Wing, Inc. (No. P95000048555)

Ladies and Gentlemen:

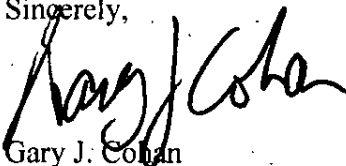
Enclosed for filing are:

1. Two copies of the above referenced Articles of Merger and
2. This firm's check payable to the Florida Department of State in the amount of \$78.75.

Please file the enclosed Articles as promptly as possible and return a certified copy to me.

Thank you.

Sincerely,



Gary J. Cohan

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

712 U.S. HIGHWAY ONE • SUITE 400 • P.O. BOX 13146 • NORTH PALM BEACH, FLORIDA 33408-7146
TELEPHONE: (561) 844-3600 • FACSIMILE: (561) 842-4104

**ARTICLES OF MERGER
OF
OCEAN SEA WING, INC., a Florida Corporation
AND
SAIL WING, INC, a Florida Corporation**

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TALLAHASSEE, FLORIDA

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

FIRST: Ocean Sea Wing, Inc., a Florida corporation, is the Surviving Corporation.

SECOND: Sail Wing, Inc., a Florida corporation, is the Merging Corporation.

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.

FIFTH: The Plan of Merger was adopted by the directors and shareholders of the Surviving Corporation on December 20, 2011.

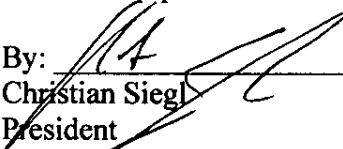
SIXTH: The Plan of Merger was adopted by the directors and shareholders of the Merging Corporation on December 20, 2011.

SEVENTH: The Plan of Merger has been duly authorized by all action required by the laws of the State of Florida and by the Articles of Incorporation and by-laws of each constituent corporation.

IN WITNESS WHEREOF, these Articles of Merger have been executed by each of the constituent corporations, on December 27, 2011.

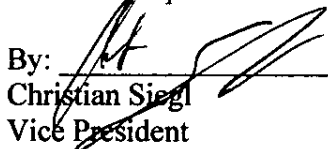
SURVIVING CORPORATION:

OCEAN SEA WING, INC.
a Florida corporation

By: 
Christian Siegl
President

MERGING CORPORATION:

SAIL WING, INC.
a Florida corporation

By: 
Christian Siegl
Vice President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 22, 2011
("Agreement"), by and among **Ocean Sea Wing, Inc.**, a Florida corporation (the "**Surviving Corporation**"), and **Sail Wing, Inc.**, a Florida corporation ("**Sail**")

ARTICLE I

THE MERGER

Section 1.01 The Merger. Articles of Merger (the "**Articles of Merger**") providing for the merger of Sail with and into the Surviving Corporation (the "**Merger**") shall be duly prepared, executed and filed as promptly as practicable by Sail and the Surviving Corporation, in accordance with the relevant provisions of the Florida Business Corporation Act and the parties hereto shall take any other actions required by law to make the Merger effective.

Following the Merger, the Surviving Corporation, with all its purposes, objects, rights, privileges, powers and franchises, shall continue, and Sail shall cease to exist. The time the Merger becomes effective is referred to herein as the "**Effective Time**."

Section 1.02 Effects of the Merger. The Merger shall have the effects set forth in the Florida Business Corporation Act.

Section 1.03 Directors. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their successors shall have been duly elected or appointed and shall have qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

Section 1.04 Conversion. At the Effective Time, by virtue of the Merger and without any action on the part of any person, each issued and outstanding share of common stock, of Sail shall be cancelled. Each issued and outstanding share of common stock of the Surviving Corporation shall remain issued, outstanding and unchanged.

Section 1.05 Tax Consequences. It is intended that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and that this Agreement shall constitute a "plan of reorganization" for the purposes of Section 368 of the Code.

ARTICLE II

TERMINATION AND AMENDMENT

Section 2.01 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval of the matters presented in connection

with the Merger by the stockholders of the Surviving Corporation or Sail by mutual consent of Sail and the Surviving Corporation;

Section 2.02 Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors, at any time before or after approval of the matters presented in connection with the Merger by the stockholders of the Surviving Corporation or of Sail, but, after any such approval, no amendment shall be made which by law requires further approval by such stockholders without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE III

MISCELLANEOUS

Section 3.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

Section 3.02 Expenses. Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

IN WITNESS WHEREOF, THE SURVIVING CORPORATION and SAIL have each caused this Agreement to be signed by its respective officers thereunto duly authorized as of the date first written above.

OCEAN SEA WING, INC.

By: _____

Name: Christian Siegl

Title: President

SAIL WING, INC.

By: _____

Name: Christian Siegl

Title: Vice President