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P01000099106

June 26, 2002

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Dean Taylor Enterprises, Inc. (NJ) into Dean Taylor Enterprises, Inc. (FL)

Filing Evidence

☒ Plain/Confirmation Copy

☐ Certified Copy

Retrieval Request

☐ Photocopy

☐ Certified Copy

Type of Document

☐ Certificate of Status

☐ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include
Articles & Amendments

☐ Fictitious Name Certificate

☐ Other

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-06/26/02--01001--012
*****70.00 *****70.00

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

EFFECTIVE DATE
06-28-02

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

C. Coulliette JUN 26 2002

FILED
JUN 26 PM 3:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
JUN 26 AM 10:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

June 26, 2002

UCC FILING & SEARCH SERVICES, INC.

TALLAHASSEE, FL

SUBJECT: DEAN TAYLOR ENTERPRISES, INC.
Ref. Number: P01000099106

We have received your document for DEAN TAYLOR ENTERPRISES, INC. . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

If you specify an effective date like you are showing on page 3 of the articles of merger, this date should be throughout the document when mentioning the "effective date". We will also need a list of the board of directors of the merging corporation who you say will be the board of the surviving corporation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 602A00040957

02 JUN 26 PM 4:52
DIVISION OF CORPORATIONS
TALLAHASSEE, FL

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

DEAN TAYLOR ENTERPRISES, INC., a New Jersey corporation not qualified

INTO

DEAN TAYLOR ENTERPRISES, INC., a Florida entity, P01000099106.

File date: June 26, 2002 , effective June 28, 2002

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER

of

Dean Taylor Enterprises, Inc., a New Jersey corporation
into

Dean Taylor Enterprises, Inc., a Florida corporation

UNDER THE NAME OF

Dean Taylor Enterprises, Inc.

02 JUN 26 PM 3:05
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapter 10 of the New Jersey Business Corporation Act and Chapter 607 of the Florida Business Corporation Act, the undersigned corporations, Dean Taylor Enterprises, Inc. (also referred to as "Surviving Corporation"), a Florida corporation, and Dean Taylor Enterprises, Inc. (also referred to as the "Merging Corporation"), a New Jersey corporation, adopt the following Articles of Merger for the purpose of merging the Merging Corporation into the Surviving Corporation under the name of Dean Taylor Enterprises, Inc.

Plan of Merger

EFFECTIVE DATE
06-28-02

1. The Plan of Merger provides for the merger of Dean Taylor Enterprises, Inc., a New Jersey corporation into Dean Taylor Enterprises, Inc., a Florida corporation, as a statutory merger pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986. Dean Taylor is the sole shareholder of the Merging Corporation and of the Surviving Corporation. In exchange for his shares of common stock in the Merging Corporation, the shareholder of the Merging Corporation shall receive in the merger a total of one (1) share of common stock of

the Surviving Company for each one (1) share of common stock held by the shareholder in the Merging Corporation as of the Effective Date of the merger. The Board of Directors of the Merging Corporation immediately prior to the Effective Date shall be the Board of Directors of the Surviving Corporation. The Certificate of Incorporation and By-Laws of Dean Taylor Enterprises, Inc., a Florida corporation, immediately prior to the Effective Date shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation. The name of the Surviving Corporation shall be Dean Taylor Enterprises, Inc.

Adoption of Plan

2. a) The plan of merger was approved by unanimous consent of the board of directors of the Merging Corporation on June 24, 2002.

b) The plan of merger was approved by unanimous consent of the sole shareholder of the Merging Corporation on June 24, 2002.

c) The plan of merger was approved by unanimous consent of the board of directors of the Surviving Corporation on June 24, 2002.

d) The plan of merger was approved by unanimous consent of the sole shareholder of the Surviving Corporation on June 24, 2002.

e) The Surviving Corporation agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of the Merging Corporation, previously amenable to suit in the State of New Jersey, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

f) The Surviving Corporation irrevocably appoints the Secretary of

State of New Jersey as its agent to accept service of process in any such proceeding. The Secretary of State of New Jersey shall mail a copy of the process in such proceeding to 1291A South Powerline Road, PMB 187, Pompano Beach, Florida 33069.

g) The Surviving Corporation agrees that it shall promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which they shall be entitled under the provisions of Chapter 10 of the New Jersey Business Corporation Act with respect to the rights of dissenting shareholders.


Effective Date

June 28, 2002

The Board of Directors of the Surviving Corporation shall consist of one director, namely, Dean Taylor, whose address is 1291A South Powerline Road, PMB 187, Pompano Beach, Florida 33069.

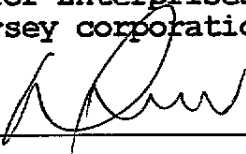
Each of the undersigned corporations has caused these Articles to be signed as of June 24, 2002.

Dean Taylor Enterpriss, Inc.,
a Florida corporation

By: 

Name: Dean Taylor
Title: President

Dean Taylor Enterprises, Inc.,
a New Jersey corporation

By: 

Name: Dean Taylor
Title: President

(Dean taylor-ARTICLEMER)

Plan and Agreement of Reorganization

By Merger Of

Dean Taylor Enterprises, Inc., a New Jersey corporation

With and Into,

Dean Taylor Enterprises, Inc., a Florida corporation

This is a Plan and Agreement of Reorganization by Merger ("Agreement") of Dean Taylor Enterprises, Inc., a New Jersey corporation (also referred to as the "Merging Corporation"), with and into, Dean Taylor Enterprises, Inc., Inc. a Florida corporation (also referred to as the "Surviving Corporation"), under the name Dean Taylor Enterprises, Inc.

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Dean Taylor Enterprises, Inc., a New Jersey corporation, and, Dean Taylor Enterprises, Inc., a Florida corporation, pursuant to the provisions of Chapter 10 of the New Jersey Business Corporation Act and Chapter 607 of the Florida Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(A) Dean Taylor Enterprises, Inc., a New Jersey corporation, shall be merged with and into Dean Taylor Enterprises, Inc., a Florida corporation, to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Corporation shall be Dean Taylor Enterprises, Inc.

(C) When this Agreement shall become effective, the separate corporate

existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(D) The Surviving Corporation will carry on business with the assets of Dean Taylor Enterprises, Inc., a New Jersey corporation, as well as with the assets of Dean Taylor Enterprises, Inc., a Florida corporation.

(E) The shareholder of the Merging Corporation will surrender all of his shares in the manner hereinafter set forth.

(F) In exchange for his shares of stock in the Merging Corporation, the shareholder of the Merging Corporation shall receive in the merger an equal number of shares of common stock of the Surviving Corporation.

(G) The Certificate of Incorporation of Dean Taylor Enterprises, Inc., a Florida corporation, as existing on the effective date of the merger, shall continue in full force as the Certificate of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Certificate or as provided by law.

Effective Date

1.02. The Effective date of Merger (Effective Date) shall be June 28,

2002.

**ARTICLE 2. REPRESENTATIONS AND WARRANTIES
OF CONSTITUENT CORPORATIONS**

Nonsurvivor

2.1 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, the Merging Corporation represents and warrants to the Surviving Corporation as follows:

(A) The Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of New Jersey, with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) The Merging Corporation has an authorized capitalization of 200 shares consisting of 200 shares of common stock of no par value. All issued shares of the Merging Corporation are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(C) All required federal, state, and local tax returns of the Merging Corporation have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Merging Corporation has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to the Merging Corporation to execute this Agreement and perform its obligations under this Agreement, the Surviving Corporation represents and warrants to the Merging Corporation as follows:

(A) The Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) The Surviving Corporation shall comply with the provisions of Chapter 10 of the New Jersey Business Corporation Act with respect to foreign corporations.

(C) The Surviving Corporation agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of the Merging Corporation, previously amenable to suit in the State of New Jersey, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

(D) The Surviving Corporation irrevocably appoints the Secretary of State of New Jersey as its agent to accept service of process in any such proceeding.

(E) The Surviving Corporation agrees that it shall promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which they shall be entitled under the provisions of Chapter 10 of the New

Jersey Business Corporation Act with respect to the rights of dissenting shareholders.

(F) The Surviving Corporation has an authorized capitalization of 200 shares consisting of 200 shares of common stock of no par value. All of said shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

**ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS
PRIOR TO THE EFFECTIVE DATE**

Conditions Precedent to Obligations of the Merging Corporation

3.01. Except as may be expressly waived by the Merging Corporation, all of the obligations of the Merging Corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Surviving Corporation:

(A) The representations and warranties made by the Surviving Corporation to the Merging Corporation in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects.

(B) The Surviving Corporation shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(C) No action or proceeding by any governmental body or agency shall

have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

**Conditions Precedent to Obligations
of the Surviving Corporation**

3.02. Except as may be expressly waived in writing by the Surviving Corporation, all of the obligations of the Surviving Corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Merging Corporation:

(A) The representations and warranties made by the Merging Corporation to the Surviving Corporation in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct.

(B) The Merging Corporation shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4. MANNER OF SURRENDERING SHARES

Manner

4.01. The holder of shares of the Merging Corporation shall surrender his shares to the Secretary of the Surviving Corporation promptly after the Effective Date. All of said shares shall be exchanged for an equal number of

shares of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. (A) The present Board of Directors of Dean Taylor Enterprises, Inc., a Florida corporation, shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until his successors have been elected and qualified.

(B) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled as provided in the by-laws of the Surviving Corporation.

(C) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Dean Taylor Enterprises, Inc., a Florida corporation, shall remain as officers of the Surviving Corporation until the Director of the Surviving Corporation shall determine otherwise. The Director of the Surviving Corporation may elect or appoint additional officers as he deems necessary.

ARTICLE 6. BY-LAWS

By-laws of Survivor

6.01. The by-laws of Dean Taylor Enterprises, Inc., a Florida corporation, as existing on the Effective Date of the merger, shall continue

in full force as the by-laws of the Surviving Corporation until altered, amended, or repealed as provided in the by-laws or as provided by law.

ARTICLE 7. TERMINATION

Circumstances

7.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date notwithstanding the approval of either of the constituent corporations:

(B) At the election of the Board of Directors of either constituent corporation if:

(1) any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable; or

(2) any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable;

or

(3) between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

Notice of and Liability on Termination

7.02. If an election is made to terminate this Agreement and abandon the merger:

(A) The President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(B) On the giving of notice as provided in Subparagraph (A), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 8. INTERPRETATION AND ENFORCEMENT

Further Assurances

8.01. Dean Taylor Enterprises Inc., a New Jersey corporation, agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments which are necessary to effectuate this transaction. Dean Taylor Enterprises, Inc., a New Jersey corporation, further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges and powers referred to in Article 1 of this Agreement, and otherwise to carry

out the intent and purposes of this Agreement.

Notices

8.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(A) In the case of the Merging Corporation to: 1291A South Powerline Road, PMB 187, Pompano Beach, Florida 33069 or to such other person or address as the Merging Corporation may from time to time request in writing.

(B) In the case of the Surviving Corporation to: 1291A South Powerline Road, PMB 187, Pompano Beach, Florida 33069 or to such other person or address as the Surviving Corporation may from time to time request in writing.

Entire Agreement; Counterparts

8.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed an original.

Controlling Law

8.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

This Agreement was executed as of June 24, 2002.

Dean Taylor Enterprises, INC., a New Jersey corporation

By: 

Name: Dean Taylor
Title: President

Dean Taylor Enterprises, Inc.,
a Florida corporation

By: 

Name: Dean Taylor
Title: President

(MERGER AGT)