

P01000121325

CORPDIRECT AGENTS, INC. (formerly CCRS)  
103 N. MERIDIAN STREET, LOWER LEVEL  
TALLAHASSEE, FL 32301  
222-1173

FILED

01 DEC 28 PM 4:26

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILING COVER SHEET  
ACCT. #FCA-14

CONTACT: CINDY HICKS

EFFECTIVE DATE  
01-01-02

700004743047--8  
-12/28/01--01056--025  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

DATE: 12-28-01

REF. #: 0672.464

CORP. NAME: Maxwell Island Trading Inc, a Massachusetts corp.  
merging into Maxwell Island Trading Inc, a Florida corp.

- ARTICLES OF INCORPORATION
- ARTICLES OF AMENDMENT
- ARTICLES OF DISSOLUTION
- ANNUAL REPORT
- TRADEMARK/SERVICE MARK
- FICTITIOUS NAME
- FOREIGN QUALIFICATION
- LIMITED PARTNERSHIP
- LIMITED LIABILITY
- REINSTATEMENT
- MERGER
- WITHDRAWAL
- CERTIFICATE OF CANCELLATION
- UCC-1
- UCC-3
- OTHER:

RECEIVED  
01 DEC 28 PM 2:07  
PAID  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

STATE FEES PREPAID WITH CHECK# 501216 FOR \$ 800

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$

PLEASE RETURN:

- CERTIFIED COPY
- CERTIFICATE OF GOOD STANDING
- PLAIN STAMPED COPY
- CERTIFICATE OF STATUS

Merger  
12-31-01  
BWS

Examiner's Initials

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

MAXWELL ISLAND TRADING INC., a Massachusetts corporation not qualified in  
Florida

INTO

**MAXWELL ISLAND TRADING, INC.**, a Florida entity, P01000121325

File date: December 28, 2001, effective January 1, 2002

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER**  
**OF**  
**MAXWELL ISLAND TRADING INC.**  
**INTO**  
**MAXWELL ISLAND TRADING, INC.**

**FILED**

01 DEC 28 PM 4:26

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**EFFECTIVE DATE**  
01-01-02

Under Section 607.1105, Florida Statutes

Pursuant to the provisions of Section 607.1105, *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

**FIRST:** The names of the corporations which are parties to the Merger are **MAXWELL ISLAND TRADING INC.**, a Massachusetts corporation, and **MAXWELL ISLAND TRADING, INC.**, a Florida corporation. The surviving corporation is **MAXWELL ISLAND TRADING, INC.**, a Florida corporation, and it is to be governed by the laws of the State of Florida.

**SECOND:** The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

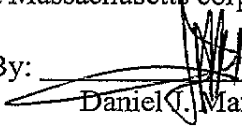
**THIRD:** The Agreement and Plan of Merger was duly adopted by the sole stockholder of **MAXWELL ISLAND TRADING INC.**, a Massachusetts corporation, as of the 15<sup>th</sup> day of December, 2001, and was duly adopted by the sole stockholder of **MAXWELL ISLAND TRADING, INC.**, a Florida corporation, as of the 15<sup>th</sup> day of December, 2001.

**FOURTH:** The Merger shall become effective as of January 1, 2002 in accordance with the Florida Business Corporation Act.

**IN WITNESS WHEREOF**, each of the corporations party to the Merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officer this 15<sup>th</sup> day of December, 2001.

[signatures on next page]

**MAXWELL ISLAND TRADING INC.,**  
a Massachusetts corporation

By:   
Daniel J. Maxwell, President

**MAXWELL ISLAND TRADING, INC.,**  
a Florida corporation


By:   
Daniel J. Maxwell, President

Exhibit "A" - Agreement and Plan of Merger

**EXHIBIT "A"**

**AGREEMENT AND PLAN OF MERGER**

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER**, dated this 15<sup>th</sup> day of December, 2001, is made and entered into by and between **MAXWELL ISLAND TRADING INC.**, a Massachusetts corporation (“MIT”), and **MAXWELL ISLAND TRADING, INC.**, a Florida corporation (the “SURVIVING CORPORATION”). MIT and SURVIVING CORPORATION being sometimes referred to herein as the “Constituent Corporations”.

### WITNESSETH:

**WHEREAS**, MIT is a corporation duly organized under the laws of the State of Massachusetts, having an authorized capital stock of 20,000 shares of Common Stock, of which as of the date hereof 1,000 shares of Common Stock are validly issued and outstanding, all of which shares are owned by a single individual shareholder (the “Shareholder”); and

**WHEREAS**, the SURVIVING CORPORATION is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 10,000 shares of Common Stock, of which as of the date hereof 1,000 shares of Common Stock are validly issued and outstanding, all of which shares are owned by the Shareholder; and

**WHEREAS**, the Board of Directors and the sole Shareholder of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporations and the Shareholders that MIT be merged into the SURVIVING CORPORATION which shall be the surviving corporation and that the name of the surviving corporation remain **MAXWELL ISLAND TRADING, INC.**; and

**NOW, THEREFORE**, the Constituent Corporations hereby agree that MIT shall be merged with and into the SURVIVING CORPORATION in accordance with applicable laws of the states of Florida and Massachusetts and the terms and conditions of the following Agreement and Plan of Merger:

### ARTICLE I

#### The Constituent Corporations

The names of the Constituent Corporations to the merger are **MAXWELL ISLAND TRADING INC.**, a Massachusetts corporation, and **MAXWELL ISLAND TRADING, INC.**, a Florida corporation.

### ARTICLE II

#### The Merger

On the Effective Date (as hereinafter defined) MIT shall be merged with and into the SURVIVING CORPORATION (the “Merger”), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of *Florida Statutes* Chapter 607 (the “Florida Law”) and *General Laws of Massachusetts*, Chapter 156B (the “Massachusetts Law”). The SURVIVING CORPORATION shall be governed under Florida Law.

**ARTICLE III**  
**Effect of Merger**

From and after the filing of the Articles of Merger in accordance with Article VIII hereof, the Constituent Corporations shall be a single corporation which shall be the SURVIVING CORPORATION. From and after such filing, the separate existence of MIT shall cease, while the corporate existence of the SURVIVING CORPORATION shall continue unaffected and unimpaired. The SURVIVING CORPORATION shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Florida Law. The SURVIVING CORPORATION shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the SURVIVING CORPORATION without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such Merger. The SURVIVING CORPORATION shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if such Merger had not taken place, or the SURVIVING CORPORATION may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by such Merger.

**ARTICLE IV**  
**Articles of Incorporation and Bylaws; Officers and Directors**

The Articles of Incorporation and Bylaws of the SURVIVING CORPORATION as in effect on the Effective Date shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

The person who shall serve as the sole Director of the SURVIVING CORPORATION shall be:

<u>Name</u>	<u>Address</u>
Daniel J. Maxwell	7428 Ascot Court University Park, Florida 34201

The person who shall serve as the sole officer of the SURVIVING CORPORATION and the offices in which he shall serve are as follows:

<u>Name</u>	<u>Office</u>
Daniel J. Maxwell	President
Daniel J. Maxwell	Secretary/Treasurer

**ARTICLE V**  
**Treatment of Shares of Constituent Corporations**

The Shareholder owns all outstanding shares of capital stock in the Constituent Corporations as of the Effective Date. By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Plan of Merger, the shares of capital stock of each of the Constituent Corporations currently held by the Shareholders of those corporations shall be exchanged for the capital stock of the SURVIVING CORPORATION in the following manner, and the shares of stock of each of the Constituent Corporations prior to the Merger shall be canceled by the respective Constituent Corporations:

1. Each share of the Common Stock of the SURVIVING CORPORATION issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VIII hereof, shall without any action on the part of the holder thereof, continue in existence as a share of the Common Stock of the SURVIVING CORPORATION and there shall be no distributions of cash or securities with respect thereto.

2. Each share of the Common Stock of MIT issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VIII hereof, shall by virtue of the Merger and without any action on the part of the holder thereof, cease to exist, and be canceled and no cash, securities or other property shall be issued in respect thereof.

**ARTICLE VI**  
**Surrender of Certificates**

Each record holder of an outstanding certificate or certificates which represent shares of MIT Common Stock shall surrender such certificate or certificates as a condition to receiving Common Stock in the SURVIVING CORPORATION pursuant to this Agreement and Plan of Merger.

**ARTICLE VII**  
**Further Assurance**

If at any time after the Effective Date the SURVIVING CORPORATION shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the SURVIVING CORPORATION, according to the terms hereof, the title to any property or rights of the Constituent Corporation, the last acting officers and Directors of the Constituent Corporation, as the case may be, or the corresponding officers or Directors of the SURVIVING CORPORATION shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the SURVIVING CORPORATION, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

**ARTICLE VIII**  
**Approval by Shareholders**

This Plan of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and submitted to the respective Shareholders of each Constituent

Corporations for approval as provided by the Florida Law and the Massachusetts Law. If duly adopted by the requisite vote of such Shareholders, Articles of Merger meeting the requirements of the Florida Law shall be filed immediately in the appropriate office in Florida, and Articles of Merger meeting the requirements of the Massachusetts Law shall be filed immediately in the appropriate office in Massachusetts.

**ARTICLE IX**  
**Effective Date**

The merger of MIT into the SURVIVING CORPORATION shall become effective as of the 1<sup>st</sup> day of January, 2002, pursuant to the filing of the Articles of Merger in accordance with the Florida Law and the Articles of Merger in accordance with the Massachusetts Law. The date on which such merger shall become effective is herein called the "Effective Date".

**ARTICLE X**  
**Covenants of MIT**

MIT covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE XI**  
**Covenants of the SURVIVING CORPORATION**

The SURVIVING CORPORATION covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.


**ARTICLE XII**  
**Termination**

Anything to the contrary herein or elsewhere notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

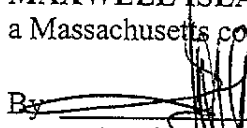
**IN WITNESS WHEREOF**, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officers on the day and year above written.

*[signatures on next page]*


**ATTEST:**

  
\_\_\_\_\_  
Daniel J. Maxwell, Secretary

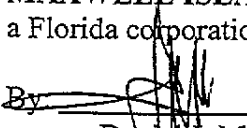
**MAXWELL ISLAND TRADING INC.,**  
a Massachusetts corporation

By   
\_\_\_\_\_  
Daniel J. Maxwell, President

**ATTEST:**

  
\_\_\_\_\_  
Daniel J. Maxwell, Secretary

**MAXWELL ISLAND TRADING, INC.,**  
a Florida corporation

By   
\_\_\_\_\_  
Daniel J. Maxwell, President