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TALLAHASSEE, FLORIDA

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*12/19/03*



Robin H. Doxey  
Juris Doctorate in Law  
Master of Laws in Taxation  
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December 9, 2003

Department of State  
P.O. Box 6327  
Tallahassee, FL 32314

*Re: SHOEMAKER ENTERPRISES, INC. CORP*  
*Our File no. 1157.5*

To Whom It May Concern:

Enclosed for filing are the Articles of Merger for Shoemaker Enterprises, Inc., Document Number P03000092273 and Shoemaker Enterprises, Inc., Nevada Document/Registration Number C26298-1997. The Articles of Merger for the Nevada Corporation and the Plan of Merger were filed with the State of Nevada prior to November 30, 2003. A copy of the Articles of Merger for the Nevada Corporation are enclosed. Also enclosed is our law firm's check for \$70.00 to cover the filing fee.

Please send the letter of acknowledgment in the enclosed postage-paid and self-addressed envelope provided for your convenience.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script that reads 'Robin H. Doxey'.

Robin H. Doxey

RHD/jss  
Enclosures  
cc: David W. Shoemaker (w/encls.)

## ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Section 607.1105 of the Florida Statutes and Nevada Revised Statutes 92A.200.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the Merging Corporation (hereinafter "Merging Corporation") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Shoemaker Enterprises, Inc. P.O. Box 50401 Henderson, Nevada 50401	Nevada	Corporation

Nevada Document/Registration Number: C26298-1997      FEI Number: 88-0379172

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of Surviving Corporation (hereinafter "Surviving Corporation") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Shoemaker Enterprises, Inc. 4121 Robers Point Road Sarasota, Florida 34242	Florida	Corporation

Florida Document/Registration Number: P03000092273      FEI Number: 88-0379172

THIRD: The attached Plan and Agreement of Merger meets the requirements of Sections 607.1101 and 607.1105 of the Florida Statutes, and was approved by the Board of Directors and Shareholders of the Surviving Corporation in accordance with Chapter 607 of the Florida Statutes. on January 2, 2003.

FOURTH: The attached Plan and Agreement of Merger was approved by the Merging Corporation by the unanimous consent of the shareholders in accordance with the respective laws of the State of Nevada. on January 2, 2003.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the Surviving Corporation hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders of each domestic corporation that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the Surviving Corporation agrees to pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Sections 607.1302 of the Florida Statutes.

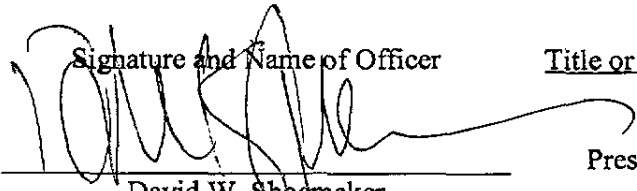
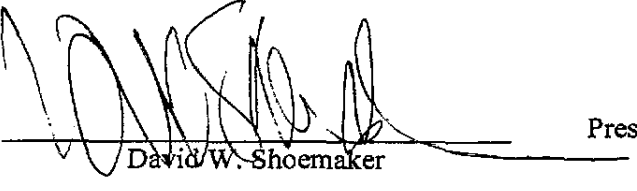
SEVENTH: If applicable, the Surviving Corporation has obtained the written consent of each shareholder that as a result of the merger is now a shareholder of the Surviving Corporation pursuant to Section 607.1103(5) of the Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective laws of all applicable jurisdictions and is not prohibited by the bylaws or articles of incorporation of any corporation that is a party to the merger.

NINTH: The merger shall become effective as of the date the Articles of Merger are filed with Florida Department of State and the Nevada Secretary of State.

TENTH: The Articles of Merger comply and are hereby executed in accordance with the laws of each party's applicable jurisdiction.

NOW, THEREFORE, the undersigned, being the authorized officers of the Merging Corporation and the Surviving Corporation hereinbefore named, for the purpose of Merging the respective corporations under the Florida Business Corporation Act and the Nevada Corporation Act has executed these Articles of Merger this 24<sup>th</sup> day of November, 2003.

<u>Name of Entity</u>	<u>Signature and Name of Officer</u>	<u>Title or Position</u>
Shoemaker Enterprises, Inc., a Nevada corporation	 David W. Shoemaker	President
Shoemaker Enterprises, Inc., a Florida corporation	 David W. Shoemaker	President

**ARTICLE I**  
**MERGER OF CORPORATIONS,**  
**IDENTIFICATION OF ENTITIES AND EFFECTIVE DATE**

1.1 The Surviving Corporation and the Merging Corporation shall be merged into a single Corporation, in accordance with applicable provisions of the laws of the State of Nevada and of the State of Florida by the Merging Corporation merging into the Surviving Corporation, which shall be the Surviving Corporation.

The exact name and jurisdiction of the Merging Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Shoemaker Enterprises, Inc. P.O. Box 50401 Henderson, Nevada 50401	Nevada	Corporation

The exact name and jurisdiction of the Surviving Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Shoemaker Enterprises, Inc. 223 St. James Park Osprey, Florida 34229	Florida	Corporation

1.2 Upon the merger becoming effective under the laws of the State of Nevada and the State of Florida (hereinafter referred to as the "Effective Date") the two merged corporations shall be a single corporation, which shall be the Surviving Corporation, and the separate existence of the Merging Corporation shall cease, except to the extent, if any, provided by the laws of the State of Nevada.

**ARTICLE II**  
**TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger, in addition to those set forth elsewhere in this Plan and Agreement of Merger, are as follows:

2.1 Upon the Effective Date, the following events shall occur:

2.1.1 The Merging Corporation and the Surviving Corporation shall be a single corporation, which shall be Shoemaker Enterprises, Inc., a Florida corporation.

2.1.2 The Merging Corporation shall cease to exist as a separate entity.

2.1.3 The Bylaws of the Merging Corporation as they existed immediately before the effective date of merger shall be the Bylaws of the Surviving Corporation until amended as provided therein.

2.1.4 The persons who will serve on the Board of Directors and as the officers of the Surviving Corporation shall be the same persons who served as directors and officers of the Merging Corporation immediately before the effective date of the merger.

2.1.5 The Surviving Corporation shall thereupon possess all the rights, privileges, of the Merging Corporation; and all property, real and personal, and all debts due on whatever account, and every other interest belonging to or due to each of the Merging Corporation, shall be vested in the Surviving Corporation without further act or deed.

2.1.6 All rights, privileges, powers, causes of action, interest, property, (whether real, personal or otherwise), accounts, stock, restrictions, duties, obligations, title, immunities and franchises of the Merging Corporation shall vest in the Surviving Corporation and any title to real estate vested by deed or otherwise in the Merging Corporation shall not revert or be in any way impaired by reason of the merger.

2.1.7 The Surviving Corporation shall be responsible and liable for all of the debts, liabilities and obligations of the Merging Corporation; and all existing or pending claims, actions or proceedings by or against the Merging Corporation may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation, and neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger.

2.2 The Surviving Corporation hereby agrees that it may be served with process in the State of Nevada in any proceeding for the enforcement of any obligation of either Merging Corporation, including those arising from the merger, and hereby irrevocably appoints the Secretary of State of the State of Nevada as its agent to accept service of process in any such suit or other proceedings, and further agrees that service of any such process may be made by providing the Secretary of State of the State of Florida with duplicate copies of such process; and the Surviving Corporation authorizes the aforesaid Secretary of State to send such process to it by registered mail directed to its registered office at:

1185 Immokalee Road, Suite 110  
Naples, Florida 34110

2.3 With respect to each Merging Corporation, the aggregate amount of net assets of each Merging Corporation that was available to support and pay dividends before the merger, shall continue to be available for the payment of dividends by the Surviving Corporation, except to the extent that all or a portion of those net assets may be transferred to the stated capital of the Surviving Corporation.

2.4 The Articles of Incorporation set forth in Exhibit A attached hereto shall constitute the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation are and are made a part of this Plan and Agreement of Merger.

**ARTICLE IV  
CAPITALIZATION OF SURVIVING CORPORATION  
AND CONVERSION OF SHARES**

3.1 The manner and basis of converting the interests, shares, obligations or other securities of the Merging Corporation into the interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are as follows:

3.1.1 All of the shareholders of the Merging Corporation and the Surviving Corporation and the outstanding shares issued by each corporation are identical and, therefore, no conversion is necessary. At and after the Effective Date, all of the previously issued and outstanding shares of the Merging Corporation that were issued and outstanding immediately prior to the Effective Date shall be automatically retired and canceled.

3.1.2 At and after the Effective Date, all of the outstanding certificates that, prior to that date, represented shares of the Merging Corporation's Common Stock, shall be deemed for all purposes to evidence ownership of and to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of the Merging Corporation's Common Stock are converted as provided herein. The registered owner on the books and records of the Merging Corporation of any such outstanding stock certificate for the Merging Corporation shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of the Surviving Corporation's Common Stock evidenced by such outstanding certificate as above provided.

3.1.3 No fractional shares of the Surviving Corporation's Common Stock will be issued in connection with the Merger. In lieu thereof, the Surviving Corporation shall pay each shareholder of the Merging Corporation who would otherwise be entitled to receive a fractional share of the Surviving Corporation's Common Stock (assuming the aggregation of all shares held by the same holder of more than one stock certificate representing shares of the Merging Corporation's Common Stock) a cash amount equal to the applicable fraction multiplied by the fair market value of a share of the Surviving Corporation's Common Stock, as determined by the Board of Directors of the Surviving Corporation in good faith (the "Fair Market Value Per Share"). Upon exercise of each assumed option of the Merging Corporation to purchase the Surviving Corporation's Common Stock, cash will be paid by the Surviving Corporation in lieu of any fractional share of the Surviving Corporation's Common Stock, respectively, issuable upon exercise of such option, and the amount of cash received for such fractional share shall be the Fair Market Value Per Share upon exercise thereof multiplied by the applicable fraction, less the unpaid exercise price per share for such fraction.

3.2 As there are no outstanding options or warrants of either the Merging Corporation or the Surviving Corporation, the manner and basis of converting rights to acquire interests, shares, obligations or other securities of the Merging Corporation into rights to acquire interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are not addressed herein.

**ARTICLE IV  
PAYMENT OF EXPENSES OF MERGER**

The Surviving Corporation shall pay all expenses incurred for the purpose of bringing both this Plan and Agreement of Merger and the merger herein described into effect.

**ARTICLE V  
REQUEST FOR ADDITIONAL DOCUMENTATION**

If the Surviving Corporation shall have reason to request any further assignments, conveyances or other transfers that it is advised by counsel are necessary to vest in the Surviving Corporation title to any property or rights of either of the Merging Corporations, the officers and directors of the Merging Corporation shall execute any assignment, conveyance, deed or other documents advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

**ARTICLE VI  
ADOPTION BY SHAREHOLDERS,  
ABANDONMENT AND AMENDMENT**

6.1 Adoption by Shareholders This Plan and Agreement of Merger shall be submitted to the shareholders of the Merging Corporation for consideration at a meeting of shareholders held in accordance with the Bylaws of the Merging Corporation and with the laws of the State of Nevada, and upon (1) the approval by the shareholders of the Merging Corporation, and (2) the subsequent execution, filing and recording of such documents shall then take effect and be the Plan and Agreement of Merger of the Merging Corporations.

6.2 Abandonment. This Plan and Agreement of Merger may be abandoned by (1) the Merging Corporation by the action of its Board of Directors if such action is taken before the Plan and Agreement of Merger has been approved by its shareholders, or (2) the Merging Corporation if its Board of Directors adopt a resolution abandoning the Plan and Agreement of Merger before the effective date of the merger.

6.3 Amendment. At any time before the Effective Date, this Plan and Agreement of Merger may be amended, modified or supplemented by the Boards of Directors of the Merging Corporation and Surviving Corporation, notwithstanding approval of this Plan and Agreement of Merger by the shareholders of either the Merging Corporation or Surviving Corporation; provided, however, that any amendment made subsequent to the adoption of this Agreement by the shareholders of the Merging Corporation or the shareholders of the Surviving Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of the Merging Corporation; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Plan and Agreement of Merger if such alteration or change would adversely affect the shareholders of any shares of the Merging Corporation or Surviving Corporation.



6.4 Rights of Dissenting Shareholders. Dissenting shareholders who have complied with all the requirements for perfecting the rights of dissenting shareholders as set forth in the Nevada Stock Corporation Act shall be entitled to their rights under such law.

## ARTICLE VI MISCELLANEOUS

6.5 Governing Law. All rights and obligations under this Plan and Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.

6.6 Counterparts. In order to facilitate filing and recording processes, this Plan and Agreement of Merger, may be executed in any number of counterparts, each of which shall be deemed to be an original.

6.7 Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

IN WITNESS WHEREOF, Shoemaker Enterprises, Inc., a Nevada Corporation, has caused these presents to be executed by its authorized officer, and its corporate seal to be affixed as of the date opposite its signature, and Shoemaker Enterprises, Inc., a Florida Corporation, has caused these presents to be executed by its authorized officer, and its corporate seal to be affixed as of the date opposite its signature.

Shoemaker Enterprises, Inc., a Nevada Corporation  
Merging Corporation

DATE: NOVEMBER 12, 2003

By: 

DAVID W. SHOEMAKER

Its: President

Shoemaker Enterprises, Inc., a Florida Corporation  
Surviving Corporation

DATE: November 12, 2003

By: 

DAVID W. SHOEMAKER

Its: President

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2003, by David W. Shoemaker as an authorized officer of Shoemaker Enterprises, Inc., a Nevada Corporation, on behalf of the corporation. Said person is personally known to me or has produced a driver's license as identification.

Notary Public



STATE OF FLORIDA )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2003, by David W. Shoemaker as an authorized officer of Shoemaker Enterprises, Inc., a Florida Corporation, on behalf of the corporation. Said person is personally known to me or has produced a driver's license as identification.

Notary Public



## *Certified Copy*

I certify the attached is a true and correct copy of the Articles of Incorporation of SHOEMAKER ENTERPRISES, INC., a Florida corporation, filed electronically on August 22, 2003, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P03000092273.

Authentication Code: 030822122103-300022514423#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty Second day of August, 2003



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

**Electronic Articles of Incorporation  
For**

P03000092273  
FILED  
August 22, 2003  
Sec. Of State

SHOEMAKER ENTERPRISES, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

SHOEMAKER ENTERPRISES, INC.

**Article II**

The principal place of business address:

223 ST. JAMES PARK  
OSPREY, FL. US 34103

The mailing address of the corporation is:

223 ST. JAMES PARK  
OSPREY, FL. US 34103

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

10,000

**Article V**

The name and Florida street address of the registered agent is:

JAMES R NICI ESQ  
1185 IMMOKALEE ROAD  
#110  
NAPLES, FL. 34110

**PLAN AND AGREEMENT OF MERGER  
(Reorganization)**

The following plan of merger (hereinafter "Merger"), dated this 12<sup>th</sup> day of November, 2003, which was adopted and approved by Shoemaker Enterprises, Inc., a Nevada Corporation (hereinafter referred to as "Merging Corporation") and Shoemaker Enterprises, Inc., a Florida Corporation (hereinafter referred to as "Surviving Corporation") (hereinafter collectively referred to as "Merging Corporations") is being submitted in compliance with Section 607.1101 of the Florida Statutes and in accordance with applicable sections of the Nevada Revised Statutes.

WHEREAS, the Surviving Corporation is organized and exists under the laws of the State of Florida, having filed its Certificate of Incorporation in the Office of the Secretary of State of the State of Florida, on the 22<sup>nd</sup> day of August, 2003, and having its registered office at 1185 Immokalee Road, Suite 110, Naples, Florida 34110, and having as its registered agent James R. Nici, Esq.; and

WHEREAS, the total number of shares of stock which the Surviving Corporation has authority to issue is Seven Thousand Five Hundred (7,500) shares, of which (1,000) shares are now issued and outstanding; and

WHEREAS, the Merging Corporation is organized and exists under the laws of the State of Nevada, its Articles of Incorporation having been filed in the office of the Secretary of State of the State of Nevada on the 21<sup>st</sup> day of November, 1997, and its Certificate of Incorporation, after being issued to the Merging Corporation by the Secretary of State on that date and the address of its registered office is c/o Walther, Key et al., 3500 Lakeside Court, #200, P.O. Box 30,000, Reno, Nevada, 89520, and its registered agent being G. Barton Mowry, Esq.; and

WHEREAS, the aggregate number of shares which the Merging Corporation has authority to issue is Seven Thousand Five Hundred Shares (7,500), of which One Thousand (1,000) shares are issued and outstanding; and

WHEREAS, it is intended that the Merger will qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, the Board of Directors of each of the Merging Corporations deems it advisable that the Merging Corporation be merged into the Surviving Corporation on the terms and conditions set forth below, in accordance with the applicable provisions of the statutes of the State of Nevada and the State of Florida, respectively, which permit such merger and The Board of Directors of the Company has approved this Plan and Agreement of Merger as required by applicable law.

NOW, THEREFORE, in consideration of the agreements, covenants and provisions set out below, the Surviving Corporation and the Merging Corporation, by their Boards of Directors, do hereby agree as follows:

**ARTICLE I**  
**MERGER OF CORPORATIONS,**  
**IDENTIFICATION OF ENTITIES AND EFFECTIVE DATE**

1.1 The Surviving Corporation and the Merging Corporation shall be merged into a single Corporation, in accordance with applicable provisions of the laws of the State of Nevada and of the State of Florida by the Merging Corporation merging into the Surviving Corporation, which shall be the Surviving Corporation.

The exact name and jurisdiction of the Merging Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Shoemaker Enterprises, Inc. P.O. Box 50401 Henderson, Nevada 50401	Nevada	Corporation

The exact name and jurisdiction of the Surviving Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Shoemaker Enterprises, Inc. 223 St. James Park Osprey, Florida 34229	Florida	Corporation

1.2 Upon the merger becoming effective under the laws of the State of Nevada and the State of Florida (hereinafter referred to as the "Effective Date") the two merged corporations shall be a single corporation, which shall be the Surviving Corporation, and the separate existence of the Merging Corporation shall cease, except to the extent, if any, provided by the laws of the State of Nevada.

**ARTICLE II**  
**TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger, in addition to those set forth elsewhere in this Plan and Agreement of Merger, are as follows:

2.1 Upon the Effective Date, the following events shall occur:

2.1.1 The Merging Corporation and the Surviving Corporation shall be a single corporation, which shall be Shoemaker Enterprises, Inc., a Florida corporation.

2.1.2 The Merging Corporation shall cease to exist as a separate entity.

2.1.3 The Bylaws of the Merging Corporation as they existed immediately before the effective date of merger shall be the Bylaws of the Surviving Corporation until amended as provided therein.

2.1.4 The persons who will serve on the Board of Directors and as the officers of the Surviving Corporation shall be the same persons who served as directors and officers of the Merging Corporation immediately before the effective date of the merger.

2.1.5 The Surviving Corporation shall thereupon possess all the rights, privileges, of the Merging Corporation; and all property, real and personal, and all debts due on whatever account, and every other interest belonging to or due to each of the Merging Corporation, shall be vested in the Surviving Corporation without further act or deed.

2.1.6 All rights, privileges, powers, causes of action, interest, property, (whether real, personal or otherwise), accounts, stock, restrictions, duties, obligations, title, immunities and franchises of the Merging Corporation shall vest in the Surviving Corporation and any title to real estate vested by deed or otherwise in the Merging Corporation shall not revert or be in any way impaired by reason of the merger.

2.1.7 The Surviving Corporation shall be responsible and liable for all of the debts, liabilities and obligations of the Merging Corporation; and all existing or pending claims, actions or proceedings by or against the Merging Corporation may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation, and neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger.

2.2 The Surviving Corporation hereby agrees that it may be served with process in the State of Nevada in any proceeding for the enforcement of any obligation of either Merging Corporation, including those arising from the merger, and hereby irrevocably appoints the Secretary of State of the State of Nevada as its agent to accept service of process in any such suit or other proceedings, and further agrees that service of any such process may be made by providing the Secretary of State of the State of Florida with duplicate copies of such process; and the Surviving Corporation authorizes the aforesaid Secretary of State to send such process to it by registered mail directed to its registered office at:

1185 Immokalee Road, Suite 110  
Naples, Florida 34110

2.3 With respect to each Merging Corporation, the aggregate amount of net assets of each Merging Corporation that was available to support and pay dividends before the merger, shall continue to be available for the payment of dividends by the Surviving Corporation, except to the extent that all or a portion of those net assets may be transferred to the stated capital of the Surviving Corporation.

2.4 The Articles of Incorporation set forth in Exhibit A attached hereto shall constitute the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation are and are made a part of this Plan and Agreement of Merger.

**ARTICLE IV  
CAPITALIZATION OF SURVIVING CORPORATION  
AND CONVERSION OF SHARES**

3.1 The manner and basis of converting the interests, shares, obligations or other securities of the Merging Corporation into the interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are as follows:

3.1.1 All of the shareholders of the Merging Corporation and the Surviving Corporation and the outstanding shares issued by each corporation are identical and, therefore, no conversion is necessary. At and after the Effective Date, all of the previously issued and outstanding shares of the Merging Corporation that were issued and outstanding immediately prior to the Effective Date shall be automatically retired and canceled.

3.1.2 At and after the Effective Date, all of the outstanding certificates that, prior to that date, represented shares of the Merging Corporation's Common Stock, shall be deemed for all purposes to evidence ownership of and to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of the Merging Corporation's Common Stock are converted as provided herein. The registered owner on the books and records of the Merging Corporation of any such outstanding stock certificate for the Merging Corporation shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of the Surviving Corporation's Common Stock evidenced by such outstanding certificate as above provided.

3.1.3 No fractional shares of the Surviving Corporation's Common Stock will be issued in connection with the Merger. In lieu thereof, the Surviving Corporation shall pay each shareholder of the Merging Corporation who would otherwise be entitled to receive a fractional share of the Surviving Corporation's Common Stock (assuming the aggregation of all shares held by the same holder of more than one stock certificate representing shares of the Merging Corporation's Common Stock) a cash amount equal to the applicable fraction multiplied by the fair market value of a share of the Surviving Corporation's Common Stock, as determined by the Board of Directors of the Surviving Corporation in good faith (the "Fair Market Value Per Share"). Upon exercise of each assumed option of the Merging Corporation to purchase the Surviving Corporation's Common Stock, cash will be paid by the Surviving Corporation in lieu of any fractional share of the Surviving Corporation's Common Stock, respectively, issuable upon exercise of such option, and the amount of cash received for such fractional share shall be the Fair Market Value Per Share upon exercise thereof multiplied by the applicable fraction, less the unpaid exercise price per share for such fraction.

3.2 As there are no outstanding options or warrants of either the Merging Corporation or the Surviving Corporation, the manner and basis of converting rights to acquire interests, shares, obligations or other securities of the Merging Corporation into rights to acquire interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are not addressed herein.



**ARTICLE IV  
PAYMENT OF EXPENSES OF MERGER**

The Surviving Corporation shall pay all expenses incurred for the purpose of bringing both this Plan and Agreement of Merger and the merger herein described into effect.

**ARTICLE V  
REQUEST FOR ADDITIONAL DOCUMENTATION**

If the Surviving Corporation shall have reason to request any further assignments, conveyances or other transfers that it is advised by counsel are necessary to vest in the Surviving Corporation title to any property or rights of either of the Merging Corporations, the officers and directors of the Merging Corporation shall execute any assignment, conveyance, deed or other documents advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

**ARTICLE VI  
ADOPTION BY SHAREHOLDERS,  
ABANDONMENT AND AMENDMENT**

6.1 Adoption by Shareholders This Plan and Agreement of Merger shall be submitted to the shareholders of the Merging Corporation for consideration at a meeting of shareholders held in accordance with the Bylaws of the Merging Corporation and with the laws of the State of Nevada, and upon (1) the approval by the shareholders of the Merging Corporation, and (2) the subsequent execution, filing and recording of such documents shall then take effect and be the Plan and Agreement of Merger of the Merging Corporations.

6.2 Abandonment. This Plan and Agreement of Merger may be abandoned by (1) the Merging Corporation by the action of its Board of Directors if such action is taken before the Plan and Agreement of Merger has been approved by its shareholders, or (2) the Merging Corporation if its Board of Directors adopt a resolution abandoning the Plan and Agreement of Merger before the effective date of the merger.

6.3 Amendment. At any time before the Effective Date, this Plan and Agreement of Merger may be amended, modified or supplemented by the Boards of Directors of the Merging Corporation and Surviving Corporation, notwithstanding approval of this Plan and Agreement of Merger by the shareholders of either the Merging Corporation or Surviving Corporation; provided, however, that any amendment made subsequent to the adoption of this Agreement by the shareholders of the Merging Corporation or the shareholders of the Surviving Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of the Merging Corporation; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Plan and Agreement of Merger if such alteration or change would adversely affect the shareholders of any shares of the Merging Corporation or Surviving Corporation.

6.4 Rights of Dissenting Shareholders. Dissenting shareholders who have complied with all the requirements for perfecting the rights of dissenting shareholders as set forth in the Nevada Stock Corporation Act shall be entitled to their rights under such law.

## ARTICLE VI MISCELLANEOUS

6.5 Governing Law. All rights and obligations under this Plan and Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.

6.6 Counterparts. In order to facilitate filing and recording processes, this Plan and Agreement of Merger, may be executed in any number of counterparts, each of which shall be deemed to be an original.

6.7 Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

IN WITNESS WHEREOF, Shoemaker Enterprises, Inc., a Nevada Corporation, has caused these presents to be executed by its authorized officer, and its corporate seal to be affixed as of the date opposite its signature, and Shoemaker Enterprises, Inc., a Florida Corporation, has caused these presents to be executed by its authorized officer, and its corporate seal to be affixed as of the date opposite its signature.

Shoemaker Enterprises, Inc., a Nevada Corporation  
Merging Corporation

DATE: NOVEMBER 12, 2003

By: 

DAVID W. SHOEMAKER

Its: President

Shoemaker Enterprises, Inc., a Florida Corporation  
Surviving Corporation

DATE: November 12, 2003

By: 

DAVID W. SHOEMAKER

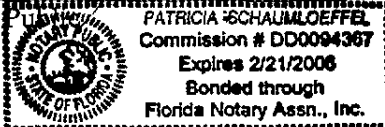
Its: President

STATE OF FLORIDA )

COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2003, by David W. Shoemaker as an authorized officer of Shoemaker Enterprises, Inc., a Nevada Corporation, on behalf of the corporation. Said person is personally known to me or has produced a driver's license as identification.

Notary Public

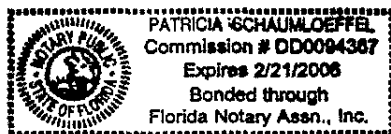


STATE OF FLORIDA )

COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2003, by David W. Shoemaker as an authorized officer of Shoemaker Enterprises, Inc., a Florida Corporation, on behalf of the corporation. Said person is personally known to me or has produced a driver's license as identification.

Notary Public



## *Certified Copy*

I certify the attached is a true and correct copy of the Articles of Incorporation of SHOEMAKER ENTERPRISES, INC., a Florida corporation, filed electronically on August 22, 2003, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P03000092273.

Authentication Code: 030822122103-300022514423#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty Second day of August, 2003



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

**Electronic Articles of Incorporation  
For**

P03000092273  
FILED  
August 22, 2003  
Sec. Of State

SHOEMAKER ENTERPRISES, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

SHOEMAKER ENTERPRISES, INC.

**Article II**

The principal place of business address:

223 ST. JAMES PARK  
OSPREY, FL. US 34103

The mailing address of the corporation is:

223 ST. JAMES PARK  
OSPREY, FL. US 34103

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

10,000

**Article V**

The name and Florida street address of the registered agent is:

JAMES R NICI ESQ  
1185 IMMOKALEE ROAD  
#110  
NAPLES, FL. 34110

I certify that I am familiar with and accept the responsibilities of registered agent.

P03000092273  
FILED  
August 22, 2003  
Sec. Of State

Registered Agent Signature: JAMES R. NICI

### **Article VI**

The name and address of the incorporator is:

JAMES R. NICI  
1185 IMMOKALEE ROAD, #110  
NAPLES, FL 34110

Incorporator Signature: JAMES R. NICI

### **Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: D  
DAVID W SHOEMAKER  
223 ST. JAMES PARK  
OSPREY, FL. 34103 US

I certify that I am familiar with and accept the responsibilities of registered agent.

P03000092273  
FILED  
August 22, 2003  
Sec. Of State

Registered Agent Signature: JAMES R. NICI

### **Article VI**

The name and address of the incorporator is:

JAMES R. NICI  
1185 IMMOKALEE ROAD, #110  
NAPLES, FL 34110

Incorporator Signature: JAMES R. NICI

### **Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: D  
DAVID W SHOEMAKER  
223 ST. JAMES PARK  
OSPREY, FL. 34103 US



DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4299  
(775) 684 5708  
Website: secretaryofstate.biz

# COPY

**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
Page 1

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

**(Pursuant to Nevada Revised Statutes Chapter 92A)  
(excluding 92A.200(4b))  
SUBMIT IN DUPLICATE**

- 1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box ☐ and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.

Shoemaker Enterprises, Inc.

Name of merging entity

Nevada

Jurisdiction

Corporation

Entity type \*

N/A

Name of merging entity

N/A

Jurisdiction

N/A

Entity type \*

N/A

Name of merging entity

N/A

Jurisdiction

N/A

Entity type \*

N/A

Name of merging entity

N/A

Jurisdiction

N/A

Entity type \*

and,

Shoemaker Enterprises, Inc.

Name of surviving entity

Florida

Jurisdiction

Corporation

Entity type \*

\* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Am Merge 2003  
Revised on: 10/24/03





DEAN HELLER  
 Secretary of State  
 204 North Carson Street, Suite 1  
 Carson City, Nevada 89701-4299  
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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 2**

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- 2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger – NRS 92A.190):

Attn: James R. Nici

c/o: Cox & Nici

1185 Immokalee Road, Suite 110

Naples, Florida 34110

- 3) (Choose one)

☒ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180)

- 4) Owner's approval (NRS 92A.200)(options a, b, or c must be used, as applicable, for each entity) (if there are more than four merging entities, check box ☐ and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity):

- (a) Owner's approval was not required from :

N/A

Name of merging entity, if applicable

N/A

Name of merging entity, if applicable

N/A

Name of merging entity, if applicable

N/A

Name of merging entity, if applicable

and, or;

N/A

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State AM Merger 2003  
 Revised on: 10/24/03



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**Articles of Merger**  
(PURSUANT TO NRS 92A-210)  
**Page 3**

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(b) The plan was approved by the required consent of the owners of \*:

Shoemaker Enterprises, Inc.  
Name of *merging* entity, if applicable

N/A  
Name of *merging* entity, if applicable

N/A  
Name of *merging* entity, if applicable

N/A  
Name of *merging* entity, if applicable

and, or;

Shoemaker Enterprises, Inc.  
Name of *surviving* entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.



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**Articles of Merger**  
(PURSUANT TO NRS 92A-200)  
**Page 4**

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

N/A

Name of *merging* entity, if applicable

N/A

Name of *merging* entity, if applicable

N/A

Name of *merging* entity, if applicable

N/A

Name of *merging* entity, if applicable

and, or,

N/A

Name of *surviving* entity, if applicable



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**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 5**

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- 5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)\*:

None

- 6) Location of Plan of Merger (check a or b):

XX (a) The entire plan of merger is attached;

or,

\_\_\_\_\_ (b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

- 7) Effective date (optional)\*\*: upon filing

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

\*\* A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

*This form must be accompanied by appropriate fees. See attached fee schedule.*

Nevada Secretary of State AM/Merger 2003  
Revised on: 10/24/03



DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
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Website: secretaryofstate.blz



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- 8) Signatures – Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited partnership; A manager of each Nevada limited-liability company with managers or all the members if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)\* (if there are more than four merging entities, check box ☐ and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.):

Shoemaker Enterprises, Inc.  
Name of merging entity  
[Signature] President 11/25/03  
Signature Title Date

N/A  
Name of merging entity  
N/A  
Signature Title Date

N/A  
Name of merging entity  
N/A  
Signature Title Date

N/A  
Name of merging entity  
N/A  
Signature Title Date

Shoemaker Enterprises, Inc.  
Name of surviving entity  
[Signature] President 11/25/03  
Signature Title Date

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

**IMPORTANT:** Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State AM Merger 2003  
Revised on: 10/24/03