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**MERGER OR SHARE EXCHANGE**

**BAG BORROW OR STEAL, INC.**

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Merger  
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**ARTICLES OF MERGER****OF****BAG BORROW OR STEAL, INC.,**  
a Delaware Corporation  
(Surviving Corporation)**AND****BAG BORROW OR STEAL, INC.,**  
a Florida Corporation  
(Merged Corporation)

Dated: April 13, 2005

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Bag Borrow or Steal, Inc., a Florida corporation with and into Bag Borrow or Steal, Inc., a Delaware corporation.

2. The shareholders entitled to vote on the aforesaid Plan of Merger of Bag Borrow or Steal, Inc., a Florida corporation, approved and adopted the Plan of Merger by written consent given by them on April 13, 2005 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

3. The merger of Bag Borrow or Steal, Inc., a Florida corporation with and into Bag Borrow or Steal, Inc., a Delaware corporation is permitted by the laws of the jurisdiction of organization of Bag Borrow or Steal, Inc. and has been authorized in compliance with said laws. The date of approval and adoption of the Plan of Merger by the requisite parties of Bag Borrow or Steal, Inc., a Delaware corporation was April 13, 2005.

4. The effective time and date of the merger herein provided for in the State of Florida shall be upon filing with the Department of State of Florida.

IN WITNESS WHEREOF, each of the undersigned has caused these articles of merger to be executed on its behalf by its duly authorized officer as of the date first written above.

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TALLAHASSEE, FLORIDA  
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BAG BORROW OR STEAL, INC.

(a Delaware corporation)

By: 

Name: Greg Pippa

Title: President

BAG BORROW OR STEAL, INC.

(a Florida corporation)

By: 

Name: Greg Pippa

Title: President

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Exhibit A

Agreement and Plan of Merger

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**AGREEMENT AND PLAN OF MERGER****OF****BAG BORROW OR STEAL, INC.,  
a Florida corporation,****WITH AND INTO****BAG BORROW OR STEAL, INC.,  
a Delaware corporation****Dated as of: April 13, 2005**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the date set forth above, by and between BAG BORROW OR STEAL, INC. (the "Merging Corporation"), a corporation organized and existing under the laws of the State of Florida, and BAG BORROW OR STEAL, INC. (the "Surviving Corporation"), a corporation organized and existing under the laws of the State of Delaware;

The Merging Corporation and the Surviving Corporation hereby agree as follows:

**ARTICLE I  
MERGER**

- 1.1 At the Effective Time (as defined below), the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with the Florida Business Corporation Act and the Delaware General Corporation Law (the "Merger"), whereupon the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall be the surviving entity of the Merger and shall succeed to all of the rights, obligations, assets, and liabilities of the Merging Company as provided by applicable law. The existing Certificate of Incorporation and By-laws of the Surviving Corporation shall not be amended as a result of the Merger. The persons who are Directors and officers of the Surviving Corporation immediately prior to the Effective Time, shall, after the Merger, continue as directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the By-laws of the Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Delaware and the Certificate of Incorporation and By-laws of the Corporation.
- 1.2 The name that the surviving corporation is to have after the Effective Date shall be "Bag Borrow or Steal, Inc."

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

The terms and conditions of the Merger shall be as follows:

- 2.1 The Merger shall be effective immediately upon the last to occur of the filing of articles of merger with the Secretary of State of the State of Florida and the filing of a certificate of merger with the Secretary of State of the State of Delaware (the "Effective Time").
- 2.2 Prior to the Effective Time, the Merging Corporation and the Surviving Corporation shall take all such actions as shall be necessary or appropriate in order to effect the Merger. If, at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Merging Corporation, then the officers of the Merging Corporation shall promptly execute and deliver to the Surviving Corporation all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises and otherwise to carry out the purposes of this Agreement.

**ARTICLE III**  
**CONVERSION OF INTERESTS IN CAPITAL AND PROFITS TO SHARES**

- 3.1 The Surviving Corporation is presently authorized to issue up Twenty-Five Million (25,000,000) shares of Common Stock, par value \$0.01 per share, with none of such shares outstanding prior to the Effective Time. The Surviving Corporation is also presently authorized to issue up to Ten Million (10,000,000) shares of preferred stock, par value \$0.01 per share, with none of such shares outstanding prior to the Effective Time.
- 3.2 The Merging Corporation is presently authorized to issue up to One Million (1,000,000) shares of Common Stock, with no par value, per shares, with Nine Hundred Thousand (900,000) of such shares outstanding prior to the Effective Time.
- 3.3 At the Effective Time, each share of common stock of the Merging Corporation shall be converted into ten (10) shares of the Common Stock of the Surviving Corporation. No other cash, shares, securities or obligations will be distributed or issued upon conversion of shares of common stock of the Merging Corporation.

**ARTICLE IV**  
**MISCELLANEOUS**

- 4.1 Notwithstanding anything herein to the contrary, each of the Board of Directors of the Surviving Corporation or the Officers of the Merging Corporation may, at any time prior to the filing with the Secretary of State of Delaware and the Secretary of State of the State of Florida of the necessary Certificates of Merger giving effect to the Merger, by resolution duly adopted, abandon the Merger if it shall deem such action necessary, desirable and in the best interests of the respective companies' owners. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Section 4.1, this Agreement shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either the Surviving Corporation or the Merging Corporation or their respective directors, officers, or stockholders.
- 4.2 This Agreement constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings between them with respect to such matters.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BAG BORROW OR STEAL, INC.  
(a Delaware corporation)

By: [Signature]  
Name: Greg Pippo  
Title: President

BAG BORROW OR STEAL, INC.  
(a Florida corporation)

By: [Signature]  
Name: Greg Pippo  
Title: President

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