

# PO4000120412

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### MERGER OR SHARE EXCHANGE DEI SALES, INC.

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*JBROWN 6-23-11*



June 22, 2011

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

DEI SALES, INC.  
1 VIPER WAY  
C/O MICHAEL S. SIMMONS  
VISTA, CA 92081

SUBJECT: DEI SALES, INC.  
REF: P04000120412

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

Section 607.1101(3)(a), Florida Statutes provides that a plan of merger may set forth amendments to, or a restatement of the articles of incorporation of the surviving corporation. Therefore, if the articles of incorporation of the merging corporation will become the articles of incorporation of the surviving corporation, please add an exhibit titled Restated Articles of Incorporation which include the provisions of the restated articles currently in effect for the surviving corporation. If the registered agent is also changing, the signature of the new agent is required, along with a statement that he/she is familiar with and accepts the obligations of the position.

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) 245-6925.

Teresa Brown  
Regulatory Specialist II

FAX Aud. #: H11000164555  
Letter Number: 611A00015124

P.O BOX 6327 - Tallahassee, Florida 32314

**FILED**  
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**ARTICLES OF MERGER**  
**OF**  
**VIPER BORROWER CORPORATION**  
**(a Florida corporation)**  
**with and into**  
**DEI SALES, INC.**  
**(a Florida corporation)**  
**(UNDER §607.1105 OF THE FLORIDA**  
**BUSINESS CORPORATION ACT)**

Pursuant to Section 607.1105 of the Florida Business Corporation Act, DEI Sales, Inc., a Florida corporation (the "Company"), and Viper Borrower Corporation, a Florida corporation ("BorrowerCo"), hereby adopt the following Articles of Merger:

1. The Agreement and Plan of Merger, dated as of June 21, 2011 (the "Plan of Merger"), between the Company and BorrowerCo, is attached hereto as Exhibit A and incorporated herein by reference thereto.

2. The Plan of Merger, providing for the merger of BorrowerCo with and into the Company, with the Company continuing as the surviving corporation (the "Merger"), was adopted and approved by: (a) all of the directors of BorrowerCo pursuant to the unanimous written consent of the directors of BorrowerCo dated June 21, 2011, (b) the sole shareholder of BorrowerCo pursuant to the unanimous written consent of the sole shareholder of BorrowerCo dated June 21, 2011, (c) all of the directors of the Company pursuant to the unanimous written consent of the directors of the Company dated June 21, 2011 and (d) the sole shareholder of the Company pursuant to the unanimous written consent of the sole shareholder of the Company dated June 21, 2011. The adoption and approval of the Plan of Merger by such holders of the Company's common stock was sufficient to approve the Plan of Merger.

3. The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida.

IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized officer of each of the Company and BorrowerCo as of this 21 day of June 2011.

**COMPANY**

**DEI SALES, INC.**

By:  \_\_\_\_\_

Name: James Minarik

Title: Chairman of the Board and Chief Executive Officer

**BORROWERCO**

**VIPER BORROWER CORPORATION**

By: \_\_\_\_\_

Name: Michael W. Choe

Title: President

IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized officer of each of the Company and BorrowerCo as of this 21 day of June, 2011.

**COMPANY**

**DEI SALES, INC.**

By: \_\_\_\_\_

Name: James Minarik

Title: Chairman of the Board and Chief Executive Officer

**BORROWERCO**

**VIPER BORROWER CORPORATION**

By: \_\_\_\_\_

Name: Michael W. Choe

Title: President

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**EXHIBIT A**

**PLAN OF MERGER**

*[Attach Agreement and Plan of Merger]*

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of June 21, 2011, by and between Viper Borrower Corporation, a Florida corporation ("BorrowerCo"), and DEI Sales, Inc., a Florida corporation ("DEI Sales," and together with BorrowerCo, the "Merging Companies").

### WITNESSETH:

WHEREAS, each of BorrowerCo and DEI Sales is a corporation duly incorporated and validly existing under the laws of the State of Florida;

WHEREAS, BorrowerCo is a wholly-owned subsidiary of Viper Holdings Corporation, a Delaware corporation ("Parent");

WHEREAS, the Board of Directors of BorrowerCo has determined that the merger of BorrowerCo with and into DEI Sales, with DEI Sales being the surviving corporation (the "Merger"), is advisable and in the best interests of BorrowerCo and its sole shareholder, Parent, and has (i) approved and adopted this Agreement and the Merger, and (ii) recommended the approval and adoption of this Agreement and the Merger by Parent, as the sole shareholder of BorrowerCo, all in accordance with the Florida Business Corporation Act (as amended, the "FBCA"); and

WHEREAS, the Board of Directors of DEI Sales has determined that the Merger is advisable and in the best interests of DEI Sales and its sole shareholder, DEI Holdings, Inc., a Florida corporation ("DEI Holdings"), and has (i) approved and adopted this Agreement and the Merger, and (ii) recommended the approval and adoption of this Agreement and the Merger by DEI Holdings, as the sole shareholder of DEI Sales, all in accordance with the FBCA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, each of the Merging Companies agrees as follows:

1. The Merger. In accordance with the relevant provisions of the FBCA, at the Effective Time (as hereinafter defined), BorrowerCo shall be merged with and into DEI Sales. As a result of and following the Merger, (a) the separate existence of BorrowerCo shall cease, (b) DEI Sales shall continue as the surviving corporation of the Merger under the name "DEI Sales, Inc." (the "Surviving Corporation"), and (c) the identity of BorrowerCo, and all rights, assets and liabilities of BorrowerCo, shall be vested in the Surviving Corporation in accordance with Section 1106 of the FBCA.

2. Effective Time. DEI Sales shall file with the Office of the Secretary of State of the State of Florida the articles of merger in the form required by the FBCA (the "Articles of Merger"). The Merger shall become effective upon filing of the Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time").

3. Articles of Incorporation. In connection with and as a result of the Merger and this Agreement, the articles of incorporation of BorrowerCo, as in effect immediately prior to the Effective Time, shall become the articles of incorporation of the Surviving Corporation until

thereafter amended, restated, repealed or otherwise modified as provided by law and by the terms of such articles of incorporation (Exhibit A hereto).

4. By-Laws. Immediately following the Effective Time, the board of directors of the Surviving Corporation shall amend and restate the bylaws of the Surviving Corporation to be the same as the bylaws of BorrowerCo immediately prior to the Effective Time.

5. Directors and Officers of the Surviving Company. The officers of BorrowerCo immediately prior to the Effective Time shall be the officers of the Surviving Corporation, until their respective successors shall have been duly elected or appointed or until their earlier death, resignation or removal in accordance with the By-Laws. The directors of BorrowerCo immediately prior to the Effective Time shall be the directors of the Surviving Corporation, until their respective successors shall have been duly elected or appointed or until their earlier resignation or removal in accordance with the By-Laws.

6. Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of either of the Merging Companies or the holders of ownership interest of either of the Merging Companies:

(a) each share of capital stock of BorrowerCo issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist and no consideration shall be delivered or deliverable in exchange therefor; and

(b) each share of common stock of DEI Sales issued and outstanding immediately prior to the Effective Time shall be converted into one (1) fully paid and nonassessable share of common stock, par value \$0.01 per share, of the Surviving Corporation following the Merger.

7. Additional Actions. If, at any time on and after the Effective Time, the Surviving Corporation or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation title to and possession of any property or right of BorrowerCo acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, BorrowerCo and its Board of Directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

8. Effect of Merger. The effect of the Merger hereunder shall be as described in Section 1106 of the FBCA.

9. Abandonment. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and abandoned by the Board of Directors of either Merging Company notwithstanding favorable action on the Merger by the Board of Directors or the shareholders, as applicable, of either of the Merging Companies at any time prior to the Effective Time.



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thereafter amended, restated, repealed or otherwise modified as provided by law and by the terms of such articles of incorporation.

4. By-Laws. Immediately following the Effective Time, the board of directors of the Surviving Corporation shall amend and restate the bylaws of the Surviving Corporation to be the same as the bylaws of BorrowerCo immediately prior to the Effective Time.

5. Directors and Officers of the Surviving Company. The officers of BorrowerCo immediately prior to the Effective Time shall be the officers of the Surviving Corporation, until their respective successors shall have been duly elected or appointed or until their earlier death, resignation or removal in accordance with the By-Laws. The directors of BorrowerCo immediately prior to the Effective Time shall be the directors of the Surviving Corporation, until their respective successors shall have been duly elected or appointed or until their earlier resignation or removal in accordance with the By-Laws.

6. Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of either of the Merging Companies or the holders of ownership interest of either of the Merging Companies:

(a) each share of capital stock of BorrowerCo issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist and no consideration shall be delivered or deliverable in exchange therefor; and

(b) each share of common stock of DEI Sales issued and outstanding immediately prior to the Effective Time shall be converted into one (1) fully paid and nonassessable share of common stock, par value \$0.01 per share, of the Surviving Corporation following the Merger.

7. Additional Actions. If, at any time on and after the Effective Time, the Surviving Corporation or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation title to and possession of any property or right of BorrowerCo acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, BorrowerCo and its Board of Directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

8. Effect of Merger. The effect of the Merger hereunder shall be as described in Section 1106 of the FBCA.

9. Abandonment. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and abandoned by the Board of Directors of either Merging Company notwithstanding favorable action on the Merger by the Board of Directors or the shareholders, as applicable, of either of the Merging Companies at any time prior to the Effective Time.

10. General.

(a) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Florida, excluding any conflicts of law provisions thereof that would require the application of the laws of any other jurisdiction.

(b) Complete Agreement; Amendments. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof. No amendment, modification or termination of any provision of this Agreement shall be valid unless in writing and signed by all of the parties hereto.

(c) Waivers and Further Agreements. Any waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of that provision or of any other provision hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as any other party may reasonably require in order to effectuate the terms and purposes of this Agreement.

(d) Third Parties. Except as expressly provided herein, nothing in this Agreement is intended to confer on any persons, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(e) Assignment. This Agreement shall not be assigned without the prior written consent of the parties hereto.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall be one and the same document. Facsimiles or other electronic forms of signatures (including "pdf") shall be deemed to be originals.

(g) Captions. Captions of sections have been added only for convenience and shall not be deemed to be a part of this Agreement.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first set forth above.

**VIPER BORROWER CORPORATION**  
a Florida corporation

By: \_\_\_\_\_  
Name: Michael W. Choe  
Title: Authorized Person

**DEI SALES, INC.**  
a Florida corporation

By: \_\_\_\_\_  
Name: James Minarik  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first set forth above.

**VIPER BORROWER CORPORATION**  
a Florida corporation

By: \_\_\_\_\_  
Name: Michael W. Choe  
Title: Authorized Person

**DEI SALES, INC.**  
a Florida corporation

By:  \_\_\_\_\_  
Name: James Minarik  
Title: Chief Executive Officer

**EXHIBIT A TO PLAN OF MERGER**

**RESTATED ARTICLES OF INCORPORATION  
OF  
DEI SALES, INC.**

Pursuant to the provisions of Section 607.1007, Florida Statutes, DEI SALES, INC., a Florida corporation (the "Corporation"), whose Articles of Incorporation ("Articles") were originally filed with the Florida Department of State on August 19, 2004, hereby restates its Articles.

**ARTICLE I - NAME**

The name of the Corporation is DEI SALES, INC.

**ARTICLE II - ADDRESS**

The principal address and mailing address of the Corporation is:

201 S. Biscayne Boulevard  
Suite 1500 (AGS)  
Miami, Florida 33131

**ARTICLE III - DURATION**

The Corporation shall have perpetual existence.

**ARTICLE IV - PURPOSE**

The Corporation may engage in any activity or business permitted under the laws of the United States of America and of the State of Florida.

**ARTICLE V - CAPITAL STOCK**

The Corporation is authorized to issue 100 shares of common stock, par value \$.01 per share.

**ARTICLE VI - INITIAL REGISTERED OFFICE AND AGENT**

The name and address of the initial registered agent of the Corporation are:

CT Corporation System  
1200 South Pine Island Road  
Plantation, Florida 33324

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**ARTICLE VII - INDEMNIFICATION**

The Corporation shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted by the Florida Business Corporation Act.

These Restated Articles of Incorporation were adopted by the Board of Directors without shareholder action and shareholder action was not required. These Restated Articles of Incorporation were duly executed and are being filed in accordance with Section 607.1007, Florida Statutes.