



01/06/2006 13:54

850-245-6897

FL DEPT OF STATE

PAGE 01/06

JAN-06-06

01:27PM

FROM-Greenberg Traurig, P.A.

561-87088

P.001/006

F-172

P96000002017

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000004742 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)205-0380

From:
Account Name : GREENBERG TRAUIG (WEST PALM BEACH)
Account Number : 075201001473
Phone : (561) 650-7900
Fax Number : (561) 655-6222

MERGER OR SHARE EXCHANGE

NiuPercent, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$96.25

\$65.75

RECEIVED
06 JAN -6 AM 8:00
DIVISION OF CORPORATIONS

FILED
06 JAN -6 PM 12:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FF 60
CC 87

Electronic Filing Menu

Corporate Filing Menu

Help

JAN-06-06 01:27PM FROM-Greenberg Traurig, P.A.

5613387099

T-162 P.002/008 F-172

(((H06000004742 3)))

STATE OF FLORIDA
ARTICLES OF MERGER
by and between

Apercent, LLC, a Florida limited liability company
and
NiuPercent, Inc., a Florida corporation

FILED
06 JAN -6 PM 12:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with Sections 607.1105 and 608.4382, Florida Statutes.

FIRST: The name, principal address, jurisdiction and entity type of the merging party is as follows:

Table with 3 columns: Name and Street Address, Jurisdiction, Entity Type. Row 1: Apercent, LLC, Florida, Limited Liability Company. Row 2: 6001 Broken Sound Parkway, Suite 200, Boca Raton, FL 33487, Florida Document #L04000009613.

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving party is as follows:

Table with 3 columns: Name and Street Address, Jurisdiction, Entity Type. Row 1: NiuPercent, Inc., Florida, Corporation. Row 2: 6001 Broken Sound Parkway, Suite 200, Boca Raton, FL 33487, Florida Document #P06000002017.

THIRD: The attached Agreement and Plan of Merger was approved by both the domestic limited liability company and corporation that are parties to the merger in accordance with the applicable provisions of Chapters 607 and 608, Florida Statutes.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of the limited liability company or corporation that is a party to the merger.

FIFTH: The merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State.

SIXTH: The Articles of Merger comply with and were executed in accordance with the laws of the state of Florida.

(((H06000004742 3)))

JAN-06-08 01:27PM FROM-Greenberg Traurig, P.A.

5613387088

T-162 P.003/008 F-172

(((H06000004742 3)))

SEVENTH: Signature(s) for each party.

APERCENT, LLC, a Florida limited liability company

By: *Niuniu Ji*
Niuniu Ji, Managing Member

NIUPERCENT, INC., a Florida corporation

By: *Niuniu Ji*
Niuniu Ji, President

FILED
06 JAN -6 PM 12: 55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(((H06000004742 3)))

JAN-08-08 01:27PM FROM-Greenberg Traurig, P.A.

5513387000

T-169 P.004/006 F-172

(((H06000004742 3)))

AGREEMENT AND PLAN OF MERGER

^{5th} **THIS AGREEMENT AND PLAN OF MERGER** is made and entered into as of the day of JANUARY, 2006, by and between APERCENT, LLC, a Florida limited liability company (hereinafter sometimes referred to as the "Merged LLC"), and NIUPERCENT, INC., a Florida corporation (the "Surviving Corporation"). The Merged LLC and the Surviving Corporation are hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged LLC merge into the Surviving Corporation in a manner which conforms to Sections 607.1108 and 608.438, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Merged LLC shall merge into the Surviving Corporation in accordance with the laws of the State of Florida.

2. **Effective Date.** The Merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

3. **Rights of the Surviving Corporation.** Upon the Effective Date: (a) the Merged LLC and the Surviving Corporation shall become a single corporation and the separate existence of the Merged LLC shall cease; (b) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged LLC which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged LLC, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged LLC shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged LLC shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts,

(((H06000004742 3)))

STATE OF FLORIDA
FILED
06 JAN -6 PM 12:55

JAN-06-06 01:27PM FROM-Greenberg Traurig, P.A.

5813387089

T-163 P.005/006 F-172

(((H06000004742 3)))

approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Entities.

4. Certificate of Incorporation, Bylaws, Officers and Directors of Surviving Corporation. Upon the Effective Date: (a) the Articles of Incorporation of the Surviving Corporation shall continue as the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law; (b) the Bylaws of the Surviving Corporation shall continue as the Bylaws of the Surviving Corporation until amended in the manner provided by law; and (c) the officers and directors of the Surviving Corporation shall remain the officers and directors of the Surviving Corporation.

5. Conversion of Membership Interest.

- a. The Merged LLC has one member: Niuniu Ji; and
- b. The Surviving Corporation has one shareholder: Niuniu Ji.

At the Effective Time, the membership interest of the sole member of the Merged LLC shall, by virtue of the Merger and without any action on the part of the Merged LLC or the member thereof, cease to exist. The issued Common Voting Share of the Surviving Corporation shall not be converted in any manner. The only share of Common Voting Stock, par value \$.01 per share, of the Surviving Corporation issued and outstanding immediately prior to the Effective Time will remain issued and outstanding from and after the Effective Time.

6. Appointment of Agent for Service of Process. The Merged LLC and the Surviving Corporation appoint CorpDirect Agents, Inc., whose address is 515 East Park Avenue, Tallahassee, Florida, 32301, to accept service of process for any legal action in Florida against either company, with a copy of such process to be mailed to Marvin A. Kirsner, Esq., c/o Greenberg Traurig, P.A., 5100 Town Center Circle, Suite 400, Boca Raton, Florida 33486.

7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

(((H06000004742 3)))

06 JAN -6 PM 12:55
SECRETARIAT OF STATE
TALLAHASSEE, FLORIDA

FILED

JAN-08-06 01:28PM FROM-Greenberg Traurig, P.A.

6613297099

T-163 P.006/006 F-172

((H06000004742 3))

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

MERGING LIMITED LIABILITY COMPANY:

SURVIVING CORPORATION:

APERCENT, LLC, a Florida limited liability company

NIUPERCENT, INC., a Florida corporation

By: *Niuniu Ji*
Niuniu Ji, Managing Member

By: *Niuniu Ji*
Niuniu Ji, President

FILED
06 JAN -6 PM 12:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

((H06000004742 3))