

Dec 20, 2010 10:15AM

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**MERGER OR SHARE EXCHANGE
GOTHAM DIRECT, INC.**

Certificate of Status	0
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ARTICLES OF MERGER
OF
GOTHAM DIRECT, INC. AND GOTHAM DIRECT INTERACTIVE, INC.
INTO
GOTHAM DIRECT, INC.

FILED STATE
SECRETARY OF
TALLAHASSEE, FLORIDA
10 DEC 20 PM 3:36

Under Section 1105 of Chapter 607 of the Florida Business Corporation Act

The undersigned, John S. Groome and Gregory Messerle, being, respectively, the president and the secretary of Gotham Direct Interactive, Inc. a domestic corporation duly organized and existing under and by virtue of the laws of the State of Florida, and Christine Gilbertie and Gregory Messerle, being, respectively, the president and the secretary of Gotham Direct, Inc. a foreign corporation duly organized and existing under and by virtue of the laws of the State of New York, do hereby certify and set forth:

1. The name of each constituent corporation is as follows:

Gotham Direct Interactive, Inc.

and

Gotham Direct, Inc.

2. The name of the surviving corporation is Gotham Direct, Inc.
3. A copy of the Agreement and Plan of Merger is annexed hereto as Exhibit A.
4. The effective date of the merger shall be January 1, 2011.

5. The merger was authorized with respect to Gotham Direct, Inc. as of December 1, 2010 in the following manner: The plan of merger was adopted by the board of Gotham Direct, Inc. without a meeting by the consent in writing of all the members of the board to the adoption of a resolution authorizing adoption of the plan dated as of December 1, 2010. The resolution and written consents thereto by the board members were filed with the minutes of the proceedings of

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the board. The board thereupon submitted the plan to a vote of shareholders. The plan was adopted without a meeting of shareholders by the consent in writing of all the shareholders to the adoption of a resolution authorizing adoption of the plan as of December 1, 2010. A copy of the plan was annexed to the written consent. The resolution and written consents thereto by the shareholders were filed with the minutes of the proceedings of the board.

6. Gotham Direct Interactive, Inc. has complied with the applicable provisions of the laws of the State of Florida under which it is incorporated, and this merger is permitted by such laws. The manner in which the merger was authorized in respect to Gotham Direct Interactive, Inc. is in the following manner: The plan of merger was adopted by the board of Gotham Direct Interactive, Inc. without a meeting by the consent in writing of all the members of the board to the adoption of a resolution authorizing adoption of the plan as of December 1, 2010. The resolution and written consents thereto by the board members were filed with the minutes of the proceedings of the board. The board thereupon submitted the plan to a vote of shareholders. The plan was adopted without a meeting of shareholders by the consent in writing of all the shareholders to the adoption of a resolution authorizing adoption of the plan as of December 1, 2010. A copy of the plan was annexed to the written consent. The resolution and written consents thereto by the shareholders were filed with the minutes of the proceedings of the board.

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IN WITNESS WHEREOF, the undersigned have executed and signed these Articles
this 1st day of December, 2010.

GOTHAM DIRECT INTERACTIVE, INC.

By: 

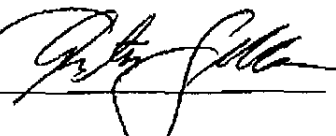
Name: John S. Groome
Title: President

Attested: 

Name: Gregory Messerle
Title: Secretary

[Corporate seal]

GOTHAM DIRECT, INC.

By: 

Name: Christine Gilbertie
Title: President

Attested: 

Name: Gregory Messerle
Title: Secretary

[Corporate seal]

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

(H100002122563)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT is entered into as of this 1st day of December, 2010, by and among Gotham Direct, Inc., a New York corporation with a principal place of business at 353 Lexington Avenue, 14th Floor, New York, NY 10016 ("Gotham NY") and Gotham Direct Interactive, Inc., a Florida corporation with a principal place of business at 3100 NE 49th Street, Ft. Lauderdale, FL 33308 ("Interactive").

W I T N E S S E T H

WHEREAS, Interactive is a Florida corporation that wishes to merge into Gotham NY which wishes to merge with Interactive.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 **The Merger**. Subject to the conditions of this Agreement, Interactive will merge into Gotham NY (the "Merger"). Gotham NY will be the surviving corporation, and its Article of Incorporation and Bylaws as in effect immediately prior to the Merger will be the Articles of Incorporation and Bylaws of the surviving corporation.

1.2 **Effective Date**. The Merger will become effective on January 1, 2011 (the "Effective Date").

1.3 **Conversion of Shares**. On the Effective Date, each outstanding share of common stock of Interactive will be converted into the right to receive 0.4 shares of common stock of Gotham NY. The shares of Gotham NY common stock to be issued in the Merger are referred to in this Agreement as the "Shares."

1.4 **Effect of Conversion**. Until an Interactive shareholder exchanges his or her Interactive stock certificates for Gotham NY stock certificates, he or she will not be a shareholder of Gotham NY for any purpose. Dividends otherwise payable between the Effective Date and the date of such exchange on the Shares, if any to which he or she is entitled will only be paid (without interest) at the time of the exchange.

1.5 **Tax Free Merger**. It is intended that this shall be a tax free merger undertaken pursuant to §368(a)(1)(B) of the Internal Revenue Code of 1986, as amended.

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ARTICLE II

COVENANTS

2.1 Affirmative Covenants.

(a) Filings and Approvals. Each party will cooperate with the others in the preparation and filing, as soon as possible, of all necessary documents with respect to the Merger and the Shares.

(b) Shareholders' Actions. Each party will submit this Agreement to its shareholders for approval as soon as practicable.

(c) Stock. Neither Interactive nor Gotham NY will split, combine, or reclassify any shares of its capital stock, and Interactive will not issue, redeem, or acquire (or agree to do so) any of its equity securities, options, warrants, or convertible instruments, except that Gotham NY will issue 25 shares of common to its 2 existing shareholders prior to the merger.

ARTICLE III

CONDITIONS PRECEDENT

3.1 Conditions to Obligations. The obligations of each party to complete the Merger are subject to the following conditions:

(a) Corporate Approval. All corporate actions necessary to authorize the execution, delivery, and performance of this Agreement shall have been duly and validly taken by each other party. If required by applicable law or stock exchange requirements, the shareholders of each party shall have approved the Merger.

(b) Absence of Governmental Litigation. No governmental authority shall have instituted a proceeding seeking injunctive or other relief in connection with the Merger and related transactions.

ARTICLE IV

CLOSING PROCEDURES

The closing under this Agreement will be made effective on the Effective Date and shall take place on a mutually agreed date as soon as possible after the satisfaction of all of the conditions in Article III. The closing will take place at the offices of Gotham NY.

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ARTICLE V**ABANDONMENT**

Notwithstanding shareholder authorization of this plan of merger, this plan may be abandoned by either of the constituent corporations at any time prior to the filing of the certificate of merger by the Department of State if it becomes the opinion of the board of directors of such corporation that events or circumstances have occurred which render the merger inadvisable. The filing of the certificate of merger by the Department of State shall establish conclusively that this plan has not been abandoned. Upon such termination, neither party will have any further liability or obligation under this Agreement to the other parties or to any shareholder, director, officer, employee, agent, or representative of the other parties.

ARTICLE VI**MISCELLANEOUS**

(a) Notices. All notices or communications given under this Agreement shall be in writing and shall be delivered either by personal delivery, next day courier with guaranteed next day delivery, by certified or registered mail, postage prepaid, return receipt requested, or by facsimile with receipt to the parties at the addresses herein set forth or such other address as such party may have specified in a notice duly given.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any applicable conflicts of law principles including, without limitation, its interpretation, construction, performance, and enforcement. In any legal suit, action, proceeding or controversy arising out of or relating to this Agreement the parties hereto irrevocably consent to the jurisdiction of the Supreme Court of the State of New York located in New York County.

(c) Amendment. This Agreement may not be modified, amended or terminated except by a written agreement signed by all of the parties hereto.

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

GOTHAM DIRECT, INC.

By: 

Name: Christine Gilbertie
Title: President

GOTHAM DIRECT INTERACTIVE, INC.

By: 

Name: John S. Groome
Title: President