

P07000122286

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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

SZDM Management, Inc.

Certificate of Status	0
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TALLAHASSEE, FLORIDA

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Merger  
5-12-08

**ARTICLES OF MERGER**

The following articles of merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>
SZDM Management, Inc.	Florida	P07000122286

**SECOND:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Delaware File No.</u>
SZDM Management, Inc.	Delaware	4030041

**THIRD:** The Plan of Merger is attached.

**FOURTH:** The merger shall become effective as of the date of filing.


**FIFTH:** The Plan of Merger was adopted by the Board of Directors and the Shareholders of the surviving corporation on December 31, 2007.

**SIXTH:** The Plan of Merger was adopted by the Board of Directors and the Shareholders of the merging corporation on December 31, 2007.

**SEVENTH: SIGNATURES FOR EACH CORPORATION**

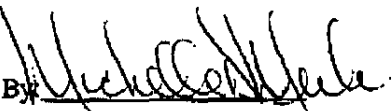
<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
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SZDM Management, Inc.,  
a Florida corporation

By:  Michelle D. Merlin, President

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
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SZDM Management, Inc.,  
a Delaware corporation

By:  Michelle D. Merlin, President

FILED  
 08 MAY - 9 PM 3:37  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER**  
**by and between**  
**SZDM MANAGEMENT, INC., a Florida corporation**  
**and**  
**SZDM MANAGEMENT, INC., a Delaware corporation**

AGREEMENT AND PLAN OF MERGER, dated as of December 31, 2007, between SZDM MANAGEMENT, INC., a Florida corporation ("SZDM FL"), and SZDM MANAGEMENT, INC., a Delaware corporation ("SZDM DE"), such corporations being sometimes referred to herein together as the "Corporations".

**WITNESSETH:**

WHEREAS, SZDM FL was incorporated under the laws of the State of Florida on November 9, 2007, and the authorized capital stock of SZDM FL consists of 1,000 shares of common stock, par value \$0.01 per share ("Florida Common Stock");

WHEREAS, SZDM DE was incorporated under the laws of the State of Delaware on September 14, 2005 and the authorized capital stock of SZDM DE consists of 1,000 shares of common stock, par value of \$0.01 per share ("Delaware Common Stock"), of which 1,000 shares were issued and outstanding on the date hereof;

WHEREAS, there are currently outstanding 1,000 shares of Florida Common Stock, constituting all of the issued and outstanding capital stock of SZDM FL, all of which are held as follows:

<u>SHAREHOLDER</u>	<u>NUMBER OF SHARES</u>
Robert J. Merlin	20
Michelle D. Merlin	490
MICHELLE DANOFF MERLIN, as Trustee of the CRAIG MERLIN IRREVOCABLE TRUST AGREEMENT dated December 10, 1992	163 1/3
MICHELLE DANOFF MERLIN, as Trustee of the ELYSA MERLIN IRREVOCABLE TRUST AGREEMENT dated December 10, 1992	163 1/3
MICHELLE DANOFF MERLIN, as Trustee of the RACHEL MERLIN IRREVOCABLE TRUST AGREEMENT dated December 10, 1992	<u>163 1/3</u>
Total:	1,000

WHEREAS, the respective Boards of Directors and Shareholders of the Corporations have determined that it is in the best interests of each of the Corporations and their respective shareholders that SZDM DE merge with and into SZDM FL (the "Merger"), pursuant to provisions of the Florida Business Corporation Act, specifically Section 607.1101, Florida Statutes (FBCA), and, specifically Section 252 of the Delaware General Corporation Law (DGCL); with SZDM FL to be the surviving corporation of the Merger and to continue existence under the FBCA;

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors and Shareholders of the Corporations, by resolutions duly adopted, have approved this Agreement, and have directed that it be submitted to the respective Shareholders of the Corporations for approval and adoption;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the Corporations hereby agree as follows:

#### **ARTICLE ONE MERGER**

1.1 On the Effective Date (as defined in Section 1.6), and in accordance with the provisions of the FBCA and the DGCL, SZDM DE shall be merged with and into SZDM FL, which shall be the surviving corporation (the "Surviving Corporation") of the Merger. The name of the Surviving Corporation is, and on and after the Effective Date shall continue to be, "SZDM Management, Inc."

1.2 On the Effective Date, the separate existence of SZDM DE shall cease, SZDM DE and SZDM FL shall be a single corporation and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed, and all debts due to either of the Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to or due to each of the Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Corporations, and title to any real estate or interest therein, vested by deed or otherwise in either of the Corporations, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of either of the Corporations shall be preserved unimpaired and all debts, liabilities and duties of each of the Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same

extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Corporations shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding in place of either of the Corporations.

1.3 From time to time after the Effective Date, the last acting officers of SZDM DE or the corresponding officers of the Surviving Corporation may, in the name of SZDM DE, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to carry out the intent and purposes of this Agreement.

1.4 All corporate acts, plans, policies, approvals and authorizations of SZDM DE, its stockholders, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the surviving corporation as they were with respect to SZDM DE. The employees of SZDM DE shall become the employees of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of SZDM DE.

1.5 On and after the Effective Date, (a) the Articles of Incorporation and By-Laws of SZDM FL, as in effect on the date hereof, shall continue to be the Articles of Incorporation and By-Laws of the Surviving Corporation, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors and officers of SZDM DE immediately prior to the Effective Date shall be the directors and officers, respectively, of the Surviving Corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.6 If this Agreement is approved and adopted by the stockholders of SZDM DE and the shareholders of SZDM FL and this Agreement is not abandoned or terminated as permitted by Article Five, this Agreement shall be certified, filed with the Secretary of State of Florida and recorded in accordance with the FBCA and the Articles of Merger shall be signed, verified and filed with the Secretary of State of the State of Delaware in accordance with the DGCL. The Merger shall become effective in Florida on December 31, 2007 and in Delaware on the date on which the Certificate of Merger is filed with the Secretary of State of Delaware.

**ARTICLE TWO  
COVENANT OF THE SURVIVING CORPORATION  
TO COMPLY WITH CERTAIN PROVISIONS OF DELAWARE LAW**

The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 2121 Ponce de Leon Boulevard, Suite 720, Coral Gables, FL 33134.

**ARTICLE THREE  
CONVERSION OF SHARES**

The manner and basis of converting the shares of Delaware Common Stock shall be as follows:

3.1 On the Effective Date, each of the 1,000 shares of Florida Common Stock owned by the stockholders of SZDM DE immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of any party, be cancelled and retired and all rights in respect thereof shall cease.

3.2 On the Effective Date, each share of Delaware Common Stock issued and outstanding on the Effective Date shall thereupon be converted into and exchanged for one share of Florida Common Stock.

3.3 On and after the Effective Date, each holder of a certificate evidencing issued and outstanding shares of Delaware Capital Stock must surrender such certificate to SZDM FL and, upon such surrender, such holder shall be entitled to receive a certificate evidencing the same number of shares of Florida Capital Stock as the number of shares of Delaware Capital Stock formerly evidenced by the certificate surrendered. Until so surrendered, each certificate which evidenced shares of Delaware Capital Stock on the Effective Date shall be deemed for all purposes to evidence the ownership of the shares of Florida Capital Stock into which such shares were converted by virtue of the Merger. No service charge, brokerage commission or stock transfer tax shall be payable by any holder of shares of Delaware Capital Stock in connection with the issuance of certificates evidencing shares of Florida Capital Stock, except that, if any such certificate is to be issued in a name other than that in which the certificate surrendered for exchange is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay any transfer or other taxes required by reason of the issuance of the Florida Capital Stock certificate in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of SZDM FL or its transfer agent that such tax has been paid or is not applicable. SZDM FL

shall have the right to rely upon the stock records of SZDM DE as to the ownership of shares of Florida Capital Stock on the Effective Date.

3.4 SZDM DE shall not record on its books any transfer of certificates representing issued and outstanding shares of Delaware Capital Stock on or after the Effective Date.

#### **ARTICLE FOUR CONDITIONS**

The consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions:


4.1 At least a majority of the outstanding shares of Delaware Capital Stock entitled to vote shall have been voted in favor of this Agreement and the transactions contemplated hereby, and at least a majority shall have approved this Agreement and the transactions contemplated hereby.

4.2 No governmental authority or other third party shall have instituted or threatened any action or proceeding against SZDM DE or SZDM FL to enjoin, hinder or delay, or to obtain damages or other relief in connection with, the transactions contemplated by this Agreement and no action shall have been taken by any court or governmental authority rendering SZDM DE or SZDM FL unable to consummate the transactions contemplated by this Agreement.


#### **ARTICLE FIVE AMENDMENT AND WAIVER**

Prior to the Effective Date, whether before or after approval of this Agreement by the stockholders of SZDM DE or by the shareholders of SZDM FL, this Agreement may be amended or modified in any manner, as may be determined in the judgment of the respective Boards of Directors of the Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purposes and intent of this Agreement. Any failure of either of the Corporations to comply with any of the agreements set forth herein may be expressly waived in writing by the other Corporation.

SZDM MANAGEMENT, INC., a  
Florida corporation

By:   
Michelle D. Merlin, President

SZDM MANAGEMENT, INC., a  
Delaware Corporation

By:   
Michelle D. Merlin, President