

PO7000128690

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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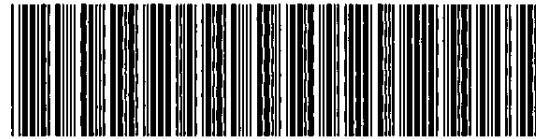
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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RECEIVED
08 DEC -8 AM 11:15
LEF. SEC. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
08 DEC -9 PM 12:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
CCOULLIETTE

DEC 09 2008

EXAMINER

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Lighthouse Pointe Lighting Inc.

Thank you
&
Happy Holidays
(11)

Signature

Requested by:

Christina
Name

12/8
Date

Am
Time

- Art of Inc. File
- LTD Partnership File
- Foreign Corp. File
- L.C. File
- Fictitious Name File
- Trade/Service Mark
- ☒ Merger File
- Art. of Amend. File
- RA Resignation
- Dissolution / Withdrawal
- Annual Report / Reinstatement
- ☒ Cert. Copy
- Photo Copy
- Certificate of Good Standing
- Certificate of Status
- Certificate of Fictitious Name
- Corp Record Search
- Officer Search
- Fictitious Search
- Fictitious Owner Search
- Vehicle Search
- Driving Record
- UCC 1 or 3 File
- UCC 11 Search
- UCC 11 Retrieval

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are 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 Number</u> (If known/ applicable)
Lighthouse Pointe Lighting, Inc.	Florida	P07000128690

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Sample Road Lighting, Inc.	New Jersey	

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08 DEC -9 PM 12:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/01/2008.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/01/2008.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

[illegible]

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Carl Coppola, President

Carl Coppola, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "**Agreement**"), dated as of December 1, 2008 is entered into between LIGHTHOUSE POINTE LIGHTING, INC., a FLORIDA corporation having an address at 3140 N.E. 23rd Avenue, Lighthouse Pointe, Florida 30364 ("**LPL FLORIDA**") and SAMPLE ROAD LIGHTING, INC., a New Jersey corporation f/k/a Mark Lighting Fixture Co., Inc. ("**SAMPLE**").

RECITALS

- A. SAMPLE has an aggregate authorized capital of One Hundred (100) shares of Common Stock with a par value of \$1.00 per share (the "**SAMPLE Common Stock**"), of which, as of the date of execution hereof, all were duly issued and outstanding.
- B. LPL FLORIDA has an aggregate authorized capital stock of 1,000 shares of Common Stock, par value of \$1.00 per share (the "**LPL FLORIDA Common Stock**"), of which, as of the date of execution hereof, all were duly issued and are now outstanding.
- C. The respective Boards of Directors of LPL FLORIDA and SAMPLE believe that the best interests of LPL FLORIDA and SAMPLE and their respective shareholders will be served by the merger of SAMPLE into LPL FLORIDA under and pursuant to the provisions of this Agreement and the New Jersey Business Corporation Act and the Florida Business Corporation Act with LPL FLORIDA being the surviving corporation.

AGREEMENT

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agrees as set forth below.

1. MERGER

SAMPLE shall be merged with and into LPL FLORIDA (the "**MERGER**").

2. SHAREHOLDER APPROVAL

All of the holders of the outstanding shares of SAMPLE and LPL FLORIDA as evidenced by their signatures at the foot of this Agreement and by the Unanimous Written Consent annexed hereto have approved this Agreement and the transaction contemplated hereby.

3. EFFECTIVE DATE

The Merger shall become effective immediately upon the later of the filing of Articles of Merger with the Secretary of State of Florida in accordance with the Florida Business Corporation Act. The time of such effectiveness is hereafter called the "Effective Date".

4. SURVIVING CORPORATION

LPL FLORIDA shall be the surviving corporation of the Merger and shall continue to be governed by the Laws of the State of Florida. On the Effective Date, the separate corporate existence of SAMPLE shall cease.

5. NAME OF SURVIVING CORPORATION

On the Effective Date, the name of LIGHTHOUSE POINTE LIGHTING, INC. shall remain unchanged.

6. ARTICLES OF INCORPORATION

The Articles of Incorporation of LPL FLORIDA as they exist on the Effective Date shall be the Articles of Incorporation of LPL FLORIDA following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the Laws of the State of Florida.

7. BYLAWS

The Bylaws of LPL FLORIDA as they exist on the Effective Date shall be the Bylaws of LPL FLORIDA following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

8. BOARD OF DIRECTORS AND OFFICERS

The members of the Board of Directors and the officers of LL FLORIDA immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of LPL FLORIDA following the Effective Date, and such persons shall serve in such offices for the terms provided by Law or in the Bylaws, or until their respective successors are elected and qualified.

9. RETIREMENT OF OUTSTANDING LPL FLORIDA STOCK

Forthwith upon the Effective Date, each of the 1000 shares of the LPL FLORIDA Common Stock presently issued and outstanding shall be retired, and no shares of LPL FLORIDA Common Stock or other securities of LPL FLORIDA shall be issued in respect thereof.

10. CONVERSION OF OUTSTANDING SAMPLE STOCK

Forthwith upon the Effective Date, each issued and outstanding share of SAMPLE Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of LPL FLORIDA Common Stock, and each certificate representing shares of SAMPLE Common Stock shall for all purposes be deemed to evidence the ownership of the same number of shares of LPL FLORIDA Common Stock as are set forth in such certificate. Certificates of SAMPLE Common Stock presented for transfer following the Effective Date will be replaced with certificates for the same number of shares of LPL FLORIDA Common Stock.

Notwithstanding any portion of this Agreement to the contrary, the shareholders of SAMPLE and LPL FLORIDA hereby wave any and all notice, presentment or demand for appraisal rights, if any, under applicable law.

11. RIGHTS AND LIABILITIES OF LPL FLORIDA

At and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida Business Corporation Act, the title to all real estate and other property, or any interest therein, owned by each of SAMPLE and LPL FLORIDA shall be vested in LPL FLORIDA without reversion or impairment; LPL FLORIDA shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchise, both public and private, and all of the property, real, personal and mixed of each of SAMLE and LPL FLORIDA without reversion or impairment; LPL FLORIDA shall thenceforth be responsible and liable for all the liabilities and obligations of each of SAMPLE and LPL FLORIDA; LPL FLORIDA shall succeed, without other transfer, to all of the debts, duties, liabilities claims and obligations of SAMPLE in the same manner as if LPL FLORIDA had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act; any claim existing or action or proceeding pending by or against SAMPLE or LPL FLORIDA may be continued as if the Merger did not occur or LPL FLORIDA may be substituted for SAMPLE in the proceeding; neither the rights of creditors nor any liens upon the property of SAMLE or LPL FLORIDA shall be impaired by the Merger; and LPL FLORIDA shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

12. TERMINATION

This Agreement may be terminated and abandoned by action of the respective Boards of Directors of SAMPLE and LPL FLORIDA at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties hereto.

13. AMENDMENT

The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of LPL FLORIDA, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

14. REGISTERED OFFICE

The registered office of LPL FLORIDA in the State of Florida is located at 3140 N.E. 23rd Avenue, Lighthouse Pointe, Florida 30364 and Global Expansion & Consulting LLC, 100 S.E. 2nd St., Suite 2610, Miami, Florida 33131 is the registered agent of LPL FLORIDA.

15. INSPECTION OF AGREEMENT

Executed copies of this Agreement will be on file at the principal place of business of LPL FLORIDA at 3140 N.E. 23rd Avenue, Lighthouse Pointe, Florida 30364. A copy of this Agreement shall be furnished by LPL FLORIDA, on request and without cost, to any shareholder of either SAMPLE or LPL FLORIDA.

16. GOVERNING LAW

This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the Laws of the State of Florida.

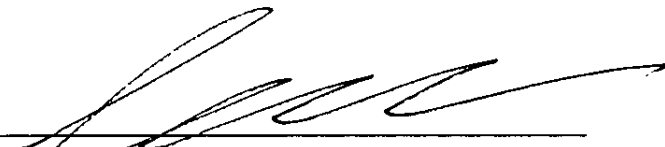
17. TAX CHARACTERIZATION OF MERGER

For United States federal income tax purposes, it is intended that the Merger will qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

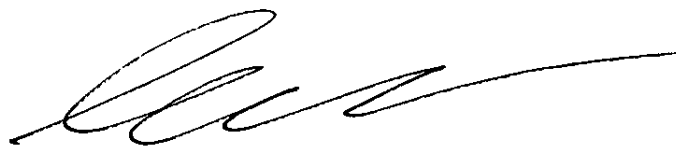
IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Plan and Agreement of Merger to be executed, respectively, by its President and attested by its Secretary.

LIGHTHOUSE POINTE LIGHTING, INC.

a Florida corporation:

By: 
Carl Coppola, President


ATTEST:


Carl Coppola, Secretary


SAMPLE ROAD LIGHTING, INC.

f/k/a Mark Lighting Fixture Co., Inc.,

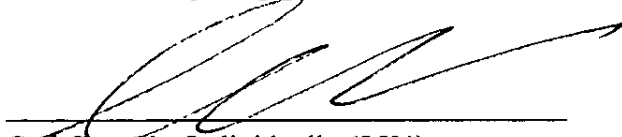
a New Jersey corporation

By: 
Carl Coppola President

ATTEST:

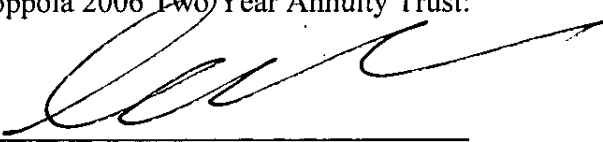

Carl Coppola, Secretary

**Consent of Shareholders of Sample Road Lighting, Inc.,
f/k/a Mark Lighting Fixture Co., Inc.:**



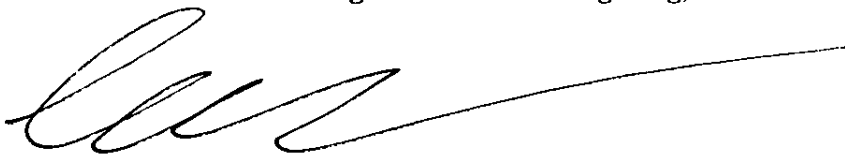
Carl Coppola, Individually (85%)

Carl Coppola 2006 Two Year Annuity Trust:

By: 

Carl Coppola, Trustee (15%)

Consent of Shareholders of Lighthouse Pointe Lighting, Inc.:



Carl Coppola, Individually (100%)