

Division of Corporations

Page 1 of 1

Florida Department of State  
Division of Corporations  
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To:

*Annette Ramsey*  
Division of Corporations

Fax Number : (850) 617-6380

From:

*Angelica M. Chirn, Corporate Paralegal*  
Account Name : SHUTTS & BOWEN, LLP

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\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: zsoto@shutts.com

MERGER OR SHARE EXCHANGE  
COSMEDICAL TECHNOLOGIES, INC.

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2014 MAY 30 AM 10:17  
FLORIDA DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA*DPK*  
*5/30/14*  
5/30/2014

H14000126700 3

EXECUTION COPY

**ARTICLES OF MERGER****OF****SKINORDER.COM, INC.****(a Florida corporation)****into****COSMEDICAL TECHNOLOGIES, INC.,****(a Florida corporation)****(UNDER §607.1105 OF THE FLORIDA****BUSINESS CORPORATION ACT)**

Pursuant to Section 607.1105 of the Florida Business Corporation Act, SkinOrder.com, Inc., a Florida corporation ("Target"), and CosMedical Technologies, Inc., a Florida corporation ("Acquirer"), hereby adopt the following Articles of Merger:

1. The Plan of Merger, dated as of May 30, 2014 (the "Plan of Merger"), between Target and Acquirer, is attached hereto as Exhibit A and incorporated herein by reference thereto.

2. The Plan of Merger, providing for the merger of Target with and into Acquirer (the "Merger"), was adopted and approved by: (a) the shareholders and directors of Acquirer by that certain Written Consent of the Directors and Shareholders of CosMedical Technologies, Inc. dated May 30, 2014, and (b) the shareholders and directors of Target by that certain Written Consent of the Directors and Shareholders of SkinOrder.com, Inc. dated May 30, 2014. The adoption and approval of the Plan of Merger by such shareholders and directors was sufficient to approve the Plan of Merger.

3. The Articles of Incorporation and Bylaws of Acquirer shall serve as the Articles of Incorporation and Bylaws of the surviving corporation, until amended thereafter in accordance with applicable law.

3. The Merger shall become effective as of 12:01 a.m. on the date of the filing of these Articles of Merger with the Department of State of the State of Florida.

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H14000126700 3

EXECUTION COPY

IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized officer of each of Target and Acquirer as of this 30<sup>th</sup> day of May, 2014.

**TARGET:**

**SKINORDER.COM, INC., a Florida  
corporation**

By: 

Name: Loretta Ciraldo

Title: CEO

**ACQUIRER:**

**COSMEDICAL TECHNOLOGIES, INC., a  
Florida corporation**

By: 

Name: Loretta Ciraldo

Title: CEO

H14000126700 3

EXECUTION COPY

**PLAN OF MERGER**

**THIS PLAN OF MERGER**, dated as of May 30, 2014 (this "Plan of Merger"), by and between SkinOrder.com, Inc., a Florida corporation ("Target"), and CosMedical Technologies, Inc., a Florida corporation ("Acquirer").

**SECTION 1. Terms of Merger.** Target shall, in accordance with the Florida Business Corporation Act ("Florida Law"), merge with and into Acquirer (the "Merger"). As a result of the Merger, and upon the effective time and date specified in the Articles of Merger (the "Effective Time"), the separate corporate existence of Target shall cease and Acquirer shall continue as the surviving corporation after the Merger (the "Surviving Corporation").

**SECTION 2. Conversion of Securities.** At the Effective Time, by virtue of the Merger and without any action on the part of Target, Acquirer or the holders of any shares of the common stock, par value \$1.00 per share, of Acquirer (the "Acquirer Common Stock") or any shares of the common stock, par value \$1.00 per share, of Target (the "Target Common Stock"):

(a) The shares of Acquirer Common Stock issued and outstanding immediately prior to the Merger shall, on and after the Effective Time, remain issued and outstanding shares of Acquirer Common Stock.

(b) Each share of Target Common Stock (excluding shares owned by Target, if any) issued and outstanding immediately prior to the Effective Time, shall, by virtue of the Merger, automatically and without any action on the part of the holder thereof, become and be converted into the right to receive 1 share (the "Exchange Ratio") of Acquirer Common Stock. Any shares of Target Common Stock owned by Target shall be canceled and retired upon the Effective Time and no consideration shall be issued in exchange therefor.

(c) Notwithstanding any other provision hereof, no fractional shares of Acquirer Common Stock, and no certificates or scrip therefor, or other evidence of ownership thereof, will be issued in the Merger. Instead, Acquirer shall pay to each holder of Target Common Stock who would otherwise be entitled to a fractional share of Acquirer Common Stock an amount in cash determined by multiplying such fractional share of Acquirer Common Stock by \$1.00.

**SECTION 3. Options and Warrants.** Any valid option or warrant to purchase shares of Target Common Stock (a "Target Option"), outstanding and unexercised immediately prior to the Merger shall, by virtue of the Merger, automatically and without any action on the part of the holder thereof, become and be converted into an option or a warrant to purchase that number of shares of Acquirer Common Stock as shall equal the Exchange Ratio multiplied by that number of shares of Target Common Stock which such option or warrant entitled the holder thereof to purchase (rounded to the nearest whole share), and at an exercise price equal to the exercise price per share of the Target Option divided by the Exchange Ratio (rounded to the nearest cent). Acquirer shall assume each such Target Option in accordance with the terms of the plan or agreement by which it is evidenced, subject to the foregoing.

**SECTION 4. Dissenting Shares.** Notwithstanding any provision of this Plan of Merger to the contrary, Target Shares that are outstanding immediately prior to the Effective Time and

H14000126700 3

that are held by shareholders who shall comply with all of the relevant provisions of Section 607.1302 of Florida Law (collectively, the "Dissenting Shares") shall not be converted into the right to receive payment from the Surviving Corporation with respect to such Dissenting Shares in accordance with Florida Law, unless and until such holders shall have failed to perfect or shall have effectively withdrawn or lost their rights to appraisal under Florida Law. If any such holder shall have failed to perfect or shall have effectively withdrawn or lost such right, such holder's Target Shares shall be entitled to receive the Merger Consideration in accordance with Section 2 above.

**SECTION 5. Surrender of Shares; Stock Transfer Books.**

(a) As promptly as practicable after the Effective Time, Acquirer shall send or cause to be sent to each former stockholder of record of Target immediately prior to the Effective Time transmittal materials for use in exchanging such stockholder's certificates formerly representing Target Common Stock ("Old Certificates") for the consideration set forth in Section 2 above. The certificates representing the shares of Acquirer Common Stock ("New Certificates") issuable in exchange for the Old Certificates, and any payment for a fractional share of Acquirer Common Stock which a Target stockholder may be entitled to receive, will be delivered to such stockholder only upon delivery of Old Certificates representing all of such shares (or, if any of the Old Certificates are lost, stolen or destroyed, indemnity satisfactory to Acquirer). No interest will be paid on any fractional share payment which the holder of such shares may be entitled to receive. After the Effective Time, to the extent required by law, former stockholders of record of Target shall be entitled to vote at any meeting of holders of Acquirer Common Stock the number of whole shares of Acquirer Common Stock into which their respective shares of Target Common Stock are converted, regardless of whether such holders have exchanged their certificates representing Target Common Stock for certificates representing Acquirer Common Stock in accordance with the provisions of this Plan. Notwithstanding the foregoing, Acquirer shall not be liable to any former holder of Target Common Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

(b) At the Effective Time, the stock transfer books of Acquirer shall be closed to the extent permitted by applicable law and thereafter there shall be no further registration of transfers of Target Shares on the records of Acquirer. From and after the Effective Time, the holders of Target Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Target Shares except as otherwise provided herein or by applicable law.

**SECTION 6. Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Florida Law, including without limitation the provisions of Section 607.1106 of Florida Law, which are incorporated herein by reference.

**SECTION 7. Articles of Incorporation; By-laws.** At the Effective Time: (a) the Articles of Incorporation of the Surviving Corporation shall be the same as the Articles of Incorporation of Acquirer as in effect at the Effective Time, until thereafter amended as provided by law and such Articles of Incorporation; and (b) the By-laws of the Surviving Corporation shall be the same as the By-laws of Acquirer as in effect at the Effective Time, until thereafter amended as provided by law and by such By-laws.

H14000126700 3

**SECTION 8. Directors and Officers.** The directors of Acquirer immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation, and the officers of Acquirer immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

*[Signature Pages Follows]*

H14000126700 3

IN WITNESS WHEREOF, Target and Acquirer have caused this Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

**TARGET:**

**SKINORDER.COM, INC., a Florida  
corporation**

**DIRECTORS:**

  
Robert Ciraldo, Director

  
Loretta Ciraldo, Director

**SHAREHOLDERS:**

  
Robert Ciraldo

  
Loretta Ciraldo


*[Signatures continue on the following page]*


H14000126700 3

**ACQUIRER**


**COSMEDICAL TECHNOLOGIES, INC., a  
Florida corporation**

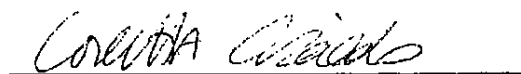
**DIRECTORS:**

  
Robert Ciraldo, Director

  
Loretta Ciraldo, Director

**SHAREHOLDERS:**

  
Robert Ciraldo

  
Loretta Ciraldo