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MERGER OR SHARE EXCHANGE
SPINJ Corporation

Certificate of Status	0
Certified Copy	0
Page Count	14
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RE-SUBMIT*
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December 28, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SPINJ CORPORATION
12345 RIVERFALLS CT
BOCA RATON, FL 33428

SUBJECT: SPINJ CORPORATION
REF: P11000105824

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The document is illegible and not acceptable for imaging.

Mergers are filed with a Plan of Merger NOT Plan of Reorganization. Please entitle the as such.

If you have any questions concerning the filing of your document, please call (850) 245-6964.

Irene Albritton
Regulatory Specialist II

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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>
SPINJ Corporation	Florida	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
SPINJ Corporation	New York	

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.

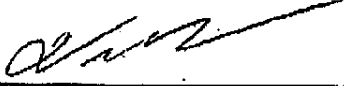

Fifth: Adoption of Merger by surviving corporation

The Plan of Merger was adopted by the shareholders of the surviving corporation on November 30, 2011.

The Plan of Merger was adopted by the board of directors of the surviving corporation on November 30, 2011.

Sixth: Adoption of Merger by merging corporation. The Plan of Merger was adopted by the shareholders of the merging corporation on November 28, 2011.

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 and Title</u>
SPINJ Corporation		Warren Redlich, President
SPINJ Corporation		Warren Redlich, President

PLAN OF MERGER

THIS PLAN OF MERGER is dated November 30, 2011 (this "Agreement"), and is between SPINJ Corporation, a New York corporation ("SPINJ NY") and SPINJ Corporation, a Florida corporation ("SPINJ FL").

WHEREAS, the respective boards of directors of SPINJ NY and SPINJ FL have approved and deem it in the best interest of their respective shareholders to consummate the business combination transaction provided for herein in which SPINJ NY will merge with and into SPINJ FL, all on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, such merger shall take place pursuant to a plan of merger in the form set forth in the Certificate of Merger attached hereto as Exhibit A, (the "Mergers");

WHEREAS, the board of directors of SPINJ NY and SPINJ FL and the shareholders of SPINJ NY and SPINJ FL have approved the Merger and the execution of the Certificate of Merger;

WHEREAS, the laws of the States of Florida and New York permit the Merger and the parties hereto wish to merge under and pursuant to the provisions of such laws; and

WHEREAS, for Federal income tax purposes it is intended that the Merger qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement be a "plan of reorganization" within the meaning of the regulations promulgated under Section 368 of the Code.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I THE MERGER

1.1 **The Merger.** At the Effective Time, as defined in Section 1.2, the Merger shall be effected as follows: (i) SPINJ NY shall be merged with and into SPINJ FL, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the New York Business Corporation Law ("NYBCL") and the Florida Business Coordination Act ("FBCA"), whereupon the separate corporate existence of SPINJ NY shall cease and SPINJ FL shall continue as the surviving company in that merger.

1.2 **Effective Time.** On the Closing Date, as defined in Article II, the parties shall file a Certificate of Merger with the Secretary of State of the State of New York and the Secretary of State of Florida and make all other filings or recordings required by the NYBCL and FBCA in connection with the Merger. The Merger shall become effective at the time as the Certificate of Merger is duly filed and accepted with the Secretary of State of the State New York and the

Secretary of State of Florida, or at such later time as the parties agree and specify in the Certificate of Merger (the time the Mergers become effective being the "Effective Time").

1.3 Effects of the Mergers. At the Effective Time, the Merger shall have the effects set forth in this Agreement, the NYBCL and FBCA. Without limiting the foregoing, and subject thereto, at the Effective Time: (i) all of the property, rights, powers, privileges and franchises of SPINJ NY shall be vested in SPINJ FL, and all of the debts, liabilities and duties of SPINJ NY shall become the debts, liabilities and duties of SPINJ FL.

1.4 Certificate of Incorporation and By-Laws. The certificate of incorporation and the by-laws of SPINJ FL as in effect immediately prior to the Effective Time shall remain the certificate of incorporation and by-laws of SPINJ FL until thereafter amended as provided therein or by applicable law.

1.5 Officers and Directors. The officers and directors of SPINJ FL immediately prior to the Effective Time shall remain the officers and directors of SPINJ FL, and shall hold office in accordance with the certificate of incorporation and by-laws of SPINJ FL until the earlier of the applicable officer's or director's resignation or removal or until his or her respective successor is duly elected and qualified, as the case may be.

1.6 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the shareholders of SPINJ FL or SPINJ NY: (i) each issued and outstanding share of common stock, \$.001 par value, of SPINJ NY shall be converted into and become validly issued, fully paid and non-assessable shares of common stock \$.001 par value, of SPINJ FL.

1.7 No Further Ownership rights in Shares. From and after the Effective Time, the holders of certificates evidencing ownership of SPINJ NY shares of common stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such SPINJ NY shares, and as such will automatically be cancelled.

1.8 Board and Shareholders. (i) SPINJ FL's Board of Directors shall approve this Agreement and the Merger, recommend that SPINJ FL approve this Agreement and the Merger, and submit this Agreement and the Merger to SPINJ FL's shareholders for approval; and (ii) SPINJ NY's Board of Directors shall approve this Agreement and the merger of SPINJ NY with SPINJ FL, recommend that SPINJ NY's shareholders to approve this Agreement and the merger of SPINJ NY with and into SPINJ FL, and submit this Agreement and that merger to SPINJ NY's shareholders for approval.

1.9 Subsequent Actions. If, at any time after the Effective Time, SPINJ NY shall determine, in its sole discretion, or shall be advised, that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in SPINJ NY its right, title or interest in, to or under any of the property, rights, powers, privileges, franchises or other assets of SPINJ NY as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, then the officers of SPINJ NY as appropriate shall be authorized to execute and deliver, and shall execute and deliver, in the name and on behalf of SPINJ NY or SPINJ FL all such deeds, bills of sale, assignments, assurances,

and to take and do, in the name and on behalf of each such corporation or otherwise, all such other actions and things as may be necessary or desirable, to vest, perfect or confirm any and all right, title or interest in, to and under such property, rights, powers, privileges, franchises or other assets in SPINJ NY or otherwise to carry out the transactions contemplated by this Agreement.

ARTICLE II THE CLOSING

2.1 Closing. The parties shall hold the closing of the transactions contemplated by this Agreement (the "Closing") at Gracin & Marlow, LLP in Boca Raton, Florida at 10:00 A.M. on November __, 2011 or at such other time and place as the parties agree (the date of the Closing, the "Closing Date").

2.2 Deliveries by SPINJ FL to SPINJ NY. At or before the Closing, SPINJ FL shall deliver to SPINJ NY the following:

- (1) resolutions adopted by the shareholders of SPINJ FL authorizing SPINJ FL to execute and deliver this Agreement and to perform its obligations hereunder; and
- (2) resolutions adopted by the board of directors of SPINJ FL authorizing the officers of SPINJ FL to execute and deliver this Agreement and to perform its obligations hereunder.

2.3 Deliveries by SPINJ NY to SPINJ FL. At or before the Closing, each of SPINJ NY shall deliver to SPINJ FL the following:

- (1) resolutions adopted by the shareholders of SPINJ NY authorizing SPINJ NY to execute and deliver this Agreement and to perform its obligations hereunder; and
- (2) resolutions adopted by the board of directors of SPINJ NY authorizing the officers of SPINJ NY to execute and deliver this Agreement and to perform its obligations hereunder.

ARTICLE III MISCELLANEOUS

3.1 Reasonable Efforts. Subject to the conditions of this Agreement, each of the parties shall use the efforts that a reasonable person would make so as to achieve that goal as expeditiously as possible ("Reasonable Efforts") to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or advisable under applicable laws to consummate the transactions contemplated by this Agreement as promptly as practicable including but not limited to: (1) taking such actions as are necessary to obtain any required approval, consent, ratification, filing, declaration, registration, waiver, or other authorization ("Consents"); and (2) satisfying all conditions to Closing at the earliest possible time.

3.2 Transaction Costs. Each party shall pay its own fees and expenses (including without limitation the fees and expenses of its representatives, attorneys, and accountants) incurred in connection with negotiation, drafting, execution, and delivery of this Agreement.

3.3 Assignment. No party may assign any of its rights or delegate any performance under this Agreement except with the prior written consent of the other party.

3.4 Binding. This Agreement binds, and inures to the benefit of, the parties and their respective permitted successors and assigns.

3.5 Governing Law. The laws of the State of Florida (without giving effect to its conflict of laws principles) govern all matters arising out of this Agreement, including without limitation tort claims.

3.6 Entirety of Agreement. This Agreement constitute the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, if any.

3.7 Further Assurances. Each of SPINJ FL and SPINJ NY shall execute and deliver such additional documents and instruments and perform such additional acts as the other party may reasonably request to effectuate or carry out and perform all the terms of this Agreement and the transactions contemplated hereby, and to effectuate the intent of this Agreement.

3.8 Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, any of this Agreement must be brought against any of the parties in the courts of the State of Florida, or, if it has or can acquire jurisdiction, in the United States District Court for Florida, and each of the parties consents to the jurisdiction of those courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any such action or proceeding may be served by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in section 3.9. Nothing in this section 3.8, however, affects the right of any party to serve legal process in any other manner permitted by law.

3.9 Notices. (a) Every notice or other communication required or contemplated by this Agreement must be in writing and sent by one of the following methods:

- (1) personal delivery, in which case delivery will be deemed to occur the day of delivery;
- (2) certified or registered mail, postage prepaid, return receipt requested, in which case delivery will be deemed to occur the day it is officially recorded by the U.S. Postal Service as delivered to the intended recipient; or
- (3) next-day delivery to a U.S. address by recognized overnight delivery service such as Federal Express, in which case delivery will be deemed to occur upon receipt.

(b) In each case, a notice or other communication sent to a party must be directed to the address for that party set forth below, or to another address designated by that party by written notice:

If to SPINJ FL:

SPINJ FL Corporation
12345 Riverfalls Court
Boca Raton, Florida 33428

If to SPINJ NY:

SPINJ NY Corporation
12345 Riverfalls Court
Boca Raton, Florida 33428

3.10 References to Time. All references to a time of day in this Agreement are references to the time in the State of Florida.

3.11 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

3.12 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument.

3.13 No Third-Party Rights. Nothing expressed or referred to in this Agreement gives any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and this Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns. The undersigned are signing this Agreement on the date stated in the introductory clause.

^a
SPINJ NY CORPORATION
a New York corporation

By: 

Name: Warren Redlich
Title: President

SPINJ FL CORPORATION
a Florida Corporation

By: 

Name: Warren Redlich
Title: President

EXHIBIT A

Certificate of Merger

CERTIFICATE OF MERGER

SPINJ CORPORATION, a New York Corporation
INTO
SPINJ CORPORATION, a Florida corporation

PURSUANT TO SECTION 907 OF THE BUSINESS CORPORATION LAW

It is hereby certified, upon behalf of each of the constituent corporations herein named, as follows:

FIRST: The Board of Directors of each of the constituent corporations has duly adopted a plan of merger setting forth the terms and conditions of the merger of said corporations;

SECOND: The name of the foreign constituent corporation, which is to be the surviving corporation, and which is hereinafter sometimes referred to as the "Surviving Corporation", is SPINJ Corporation, a Florida Corporation.

No Application for Authority in the State of New York of the Surviving Corporation to transact business as a foreign corporation therein was filed by the Department of State of the State of New York; and it is not to do business in the State of New York until an Application for Authority shall have been filed by the Department of State of the State of New York.

THIRD: The name of the domestic constituent corporation, which is being merged into the surviving constituent corporation, and which is hereinafter sometimes referred to as the "Merged Corporation", is SPINJ Corporation, a New York corporation.

The date upon which the Merged Corporation's certificate of incorporation was filed by the Department of State is March 24, 2006.

FOURTH: As to each constituent corporation, the plan of merger sets forth the designation and number of outstanding shares of each class and series, the specification of the classes and series entitled to vote on the plan of merger, and the specification of each class and series entitled to vote as a class on the plan of merger, as follows:

SPINJ CORPORATION, a Florida corporation

Name and Type of Stock Outstanding	Number of Outstanding Shares	Name and type of Shares entitled to Vote
Common Stock	100,000	Common Stock

SPINJ CORPORATION, a New York corporation

Name and Type of Stock Outstanding	Number of Outstanding Shares	Name and type of Shares entitled to Vote
Common Stock	100,000	Common Stock

FIFTH: The merger herein certified was authorized in respect of the Merged Corporation by the written consent of the holders of all outstanding shares of the respective corporation entitled to vote on the plan of merger

SIXTH: All fees and taxes (including penalties and interest) administered by the Department of Taxation and Finance of the State of New York which are now due and payable by the Merged Corporation have been paid and a cessation franchise tax report (estimated or final) through the anticipated date of merger has been filed by the constituent domestic corporation. The said report, if estimated, is subject to amendment. The Surviving Corporation agrees that it will within thirty (30) days after the filing of the certificate of merger file the cessation tax report, if an estimated report was previously filed, and promptly pay to the Department of Taxation and Finance of the State of New York all fees and taxes (including penalties and interest), if any, due to the Department of Taxation and Finance by the constituent domestic corporation.

SEVENTH: The merger herein certified is permitted by the laws of the jurisdiction of incorporation of the Surviving Corporation and is in compliance with said laws.

EIGHTH: The Surviving Corporation agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of the merged constituent corporation, for the enforcement of any liability or obligation of the Surviving Corporation for which the Surviving Corporation is previously amenable to suit in the State of New York, and for the enforcement, as provided in the Business Corporation Law of the State of New York, of the right of shareholders of the Merged Corporation to receive payment for their shares against the surviving constituent corporation.

NINTH: The Surviving Corporation agrees that, subject to the provisions of Section 623 of the Business Corporation Law of the State of New York, it will promptly pay to the shareholders of the Merged Corporation the amount, if any, to which they shall be entitled under the provisions of the Business Corporation Law of the State of New York relating to the rights of shareholders to receive payment for their shares.

TENTH: The Surviving Corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against it may be served in the manner set forth in paragraph (b) of section 306 of the Business Corporation Law of the State of New York in any action or special proceeding. The post office address without the State of New York to which the said Secretary of State shall mail a copy of any process against the surviving corporation served upon him is: 12345 Riverfalls Court, Boca Raton, Florida 33428.

IN WITNESS WHEREOF, we have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by us and are true and correct.

Executed on this 7th day of November, 2011.

SPINJ CORPORATION, a New York corporation

By [Signature]

Name:

Warren Redick

Title:

President

SPINJ CORPORATION, a Florida corporation

By [Signature]

Name:

Warren Redick

Title:

President

CERTIFICATE OF MERGER

OF

SPINJ CORPORATION
a New York corporation

into

SPINJ CORPORATION
a Florida corporation

Pursuant to Section 907 of the Business Corporation Law

Filed by: Hank Gracin, Esq.
405 Lexington Avenue
26th Floor
New York, NY 10174