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10/29/12--01042--011 \*\*78.75

**EFFECTIVE DATE**  
10-31-12

FILED  
12 OCT 29 PM 1:30

Art. of  
Merger

11/5/12

DC

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Cyber Centers International, Inc.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jerome Lehman

Contact Person

Cyber Centers International, Inc.

Firm/Company

4660 N. University Drive

Address

Lauderhill, Florida 33351

City/State and Zip Code

jlehman@ccisweeps.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Susan M. Poe

Name of Contact Person

At ( 954 )

332-9079 x 602

Area Code & Daytime Telephone Number



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**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)
<u>CYBER CENTERS INTERNATIONAL, INC., FLORIDA</u>		<u>P12000029752</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Cyber Centers International, Inc.</u>	<u>Nevada</u>	<u>E0695802011-2</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**EFFECTIVE DATE**  
10-31-12

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

**OR** OCT / 31 / 2012 (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 3/31/2012.

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 3/31/2012.

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)

**Seventh: SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

Signature of an Officer or Director \_\_\_\_\_

Typed or Printed Name of Individual & Title

CYBER CENTERS INTERNATIONAL, INC.  
A FLORIDA CORPORATION

Jerome Lehman  
Chief Executive Officer

CYBER CENTERS INTERNATIONAL, INC.  
A NEURDA CORPORATION

JEROME LEHMAN  
PRESIDENT

## **PLAN OF MERGER**

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

CYBER CENTERS INTERNATIONAL, INC. FLORIDA

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

CYBER CENTERS INTERNATIONAL, INC. NEVADA

_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

**SEE ATTACHED MERGER AGREEMENT**

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

**SEE ATTACHED MERGER AGREEMENT**  
(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

N/A

OR

Restated articles are attached:

N/A.

Other provisions relating to the merger are as follows:

SEE ATTACHED MERGER AGREEMENT

## **Merger Agreement**

**THIS MERGER AGREEMENT ("Agreement") is made on March 31, 2012 by and between Cyber Centers International, Inc., 4668 N University Drive, Lauderdale, Florida 33351, (the "CCI (NV)"), and Cyber Centers International, Inc. of 4668 N. University Drive, Lauderdale, Florida 33351, (the "CCI (FL)").**

**On completion of the merger, CCI (NV) will be dissolved leaving CCI (FL) as the surviving business which will be known as Cyber Centers International, Inc. after the merger is complete. The surviving business will be registered in the state of Florida.**

### **RECITALS**

#### **CCI (NV) Dissolving Entity**

**CCI (NV) is a corporation duly organized, validly existing, and in good standing under the laws of Nevada.**

#### **CCI (FL) Surviving Entity**

**CCI (FL) is a corporation duly organized, validly existing, and in good standing under the laws of Florida.**

#### **Cyber Centers International, Inc. Final Entity**

**Cyber Centers International, Inc. is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.**

### **MERGER**

#### **Surviving Business Entity**

**Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, CCI (NV) shall be merged with and into surviving entity under the laws of the state of Florida. As a result of the Merger, the separate corporate existence of CCI (NV) shall cease and the entity shall continue as the surviving business entity Cyber Centers International, Inc.**

#### **Certificate of Merger**

**CCI (FL) shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which CCI (NV) holds real property.**

#### **Effective Date of Merger**

**The merger shall be effective on the date of filing of the certificate of merger.**

## **TERMS AND CONDITIONS**

### **Negative Covenants**

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- Make any distributions to its shareholders.

### **Further Assignments or Assurances**

If at any time CCI (FL) considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in CCI (FL) the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of CCI (NV), as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in CCI (FL), and otherwise carry out the provisions of this Agreement.

## **VALUATION OF ASSETS**

### **Assets of CCI (NV)**

The partners or managers of CCI (NV) agree that:

The present value of its tangible and intangible assets, including goodwill is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

### **Assets of CCI (FL)**

The partners or managers of CCI (FL) agree that:

The present value of its tangible and intangible assets, including goodwill, is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

## **Conversion**

(a) At the effective date of the merger, each interest in CCI (NV) will be converted into 1 interest [s] of Cyber Centers International, Inc..

(b) No fractional interests of Cyber Centers International, Inc. after merger will be issued to the holders of interests of CCI (NV). However, holders who would otherwise be entitled to receive a fraction of an interest of Cyber Centers International, Inc. on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of CCI (NV) as of the effective date of the merger.

(c) Each interest of CCI (FL) will be converted into 1 interest[s] of the new surviving entity (Cyber Centers International, Inc.) after merger.

(d) No fractional interests of CCI (FL) before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who would otherwise be entitled to receive a fraction of an interest of CCI (FL) on the basis of the conversion provided for in this article will



instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of CCI (FL) as of the effective date of the merger.

#### **Exchange**

If any interest of CCI (NV) being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of CCI (NV) have been converted.

### **MANAGEMENT OF SURVIVING ENTITY**

#### **Management and Control**

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

#### **Directors and Officers**

The initial Board of Directors of the Surviving Entity will consist of 5 Directors. Disappearing entity shall be entitled to nominate 5 members of the Board of Directors of the surviving entity.

### **INTERPRETATION AND ENFORCEMENT**

#### **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

#### **Counterpart Executions**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

#### **Partial Invalidity**

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

#### **Applicable Law**

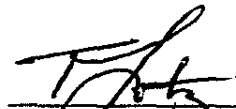
The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

#### **Approvals**

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

In witness of the mutual promises made above, CCI (NV) and CCI (FL) have executed this Merger Agreement on the date first stated above.

Cyber Centers International, Inc.  
A Nevada Corporation:



By Thomas Lotz, Treasurer

Cyber Centers International, Inc.:  
A Florida Corporation



By Jerome Lehman, Chief Executive Officer, *President*