

P12000055748

Florida Department of State
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**MERGER OR SHARE EXCHANGE
282 BRIGHTON CORP.**

*Effective date
6-30-12*

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Merger
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Effective date
6-30-12

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>282 Brighton Corp.</u>	<u>Florida</u>	<u>P12000055748</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>282 Brighton Corp.</u>	<u>New York</u>	<u>N/A</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 6 / 30 / 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 June 24, 2012.

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

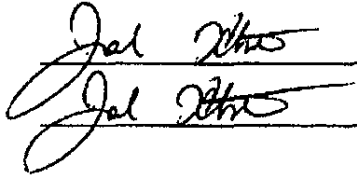
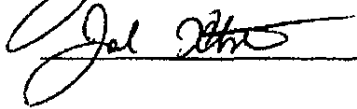
Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 24, 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)

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Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & Title282 Brighton Corp. (FL)Jacob Khotovell, President282 Brighton Corp. (NY)Jacob Khotovell, President

PLAN OF MERGER

THIS PLAN OF MERGER (this "Agreement") is made as June 24, 2012, by and between 282 BRIGHTON CORP., a New York corporation ("Oldco" or the "Merging Company"), and 282 BRIGHTON CORP. a Florida corporation ("Newco" or the "Surviving Company").

RECITALS

1. Oldco is a New York corporation duly organized and existing under the laws of the State of New York. The number of shares of Oldco common stock which are issued and outstanding on the date of this Agreement are 200. The holders of this stock are entitled to one vote for each share held on each matter submitted to a vote of the shareholders.

2. Newco is a Florida corporation duly organized and existing under the laws of the State of Florida. The number of shares of Newco common stock which are issued and outstanding on the date of this Agreement are 200. The holders of this stock are entitled to one vote for each share held on each matter submitted to a vote of the shareholders.

3. The boards of directors and the shareholders of Oldco and Newco have by resolution unanimously approved this Agreement and declared it to be in the best interests of their respective entities that Oldco merge with and into Newco, and the separate existence of every constituent entity except the Surviving Company ceases, in the manner and upon the terms and conditions hereinafter set forth and with the effect provided by and pursuant to the applicable provisions of the Florida Business Corporation Act ("Florida Law") and New York Business Corporation Law ("New York Law"), which laws permit the merger herein contemplated.

NOW, THEREFORE, in consideration of the terms hereof and other consideration the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

A. At the Effective Time (as defined below), Oldco and Newco shall, pursuant to the applicable provisions of New York Law and Florida Law, be merged with and into Newco, with Newco as the surviving entity.

B. The separate existence of the Merging Company shall cease at the Effective Time (as defined below) and the existence of the Surviving Company shall continue unaffected and unimpaired by the merger with all of the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under Florida Law.

C. All of the issued and outstanding shares of capital stock of Oldco shall, at the Effective Time, by virtue of the merger and without any action on the part of the holders of such shares, be cancelled and cease to exist. All of the issued and outstanding shares of the capital stock of Newco shall continue unaffected and unimpaired by the merger with all of the rights, privileges, immunities and powers and subject to all of the duties and liabilities of a corporation organized under Florida law.

D. The Articles of Incorporation and the Bylaws of Newco (together, the "Formation Documents"), shall be the Formation Documents of the Surviving Company, each in full force and effect, until the same shall be altered or amended as therein provided or as provided by law.

E. The merger shall be effective on June 30, 2012 (the "Effective Time").

F. From and after the Effective Time:

i. Title to all real, personal, and other property, including all accounts and debts receivable, promises to make contributions, other choses in action, and any other right or interest of, owned by, belonging to, or due to the Merging Company is vested in the Surviving Company, without further act or deed and without reversion or impairment.

ii. Any liabilities of the Merging Company shall become the liabilities of the Surviving Company, including, but not limited to, the payment of any required New York franchise taxes owed by the Merging Company.

iii. Any proceedings pending against the Merging Company may be continued as if the merger had not occurred or the Surviving Company may be substituted in the proceeding for any entity whose existence ceased.

G. The Merging Company agrees to the extent permitted by law, from time to time, as and when requested by the Surviving Company, or by its successors or assigns, to execute and deliver, or cause to be executed or delivered, all such deeds and instruments, and to take or cause to be taken, such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to, and possession of, any property, bank accounts, assets or rights of the Merging Company acquired by reason of, or as a result of, the merger herein provided for, and otherwise to carry out the intent and purposes hereof. The proper persons of the Merging Company immediately preceding the merger, and the then current proper persons of the Surviving Company are authorized, in the name of the Merging Company and the Surviving Company or otherwise, to take any and all such actions.

H. The Surviving Company and the Merging Company shall take or cause to be taken all actions, or do or cause to be done all things necessary, proper, advisable or desirable under Florida Law and New York Law to consummate the merger and to make the merger effective in accordance with this Agreement, including the execution and filing of all such certificates, documents, information, returns and other agreements.

I. Anything herein to the contrary notwithstanding, this Agreement may be abandoned at any time prior to the Effective Time by action of the Surviving Company or the Merging Company, acting for any reason or for no reason. In the event of such termination and abandonment, this Agreement shall become void and have no further effect without any liability on the part of the Surviving Company or the Merging Company or the officers, directors or shareholders of such entities.