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MERGER OR SHARE EXCHANGE
SALOOTE INC.

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**ARTICLES OF MERGER
of
SALOOTE INC.
(a Delaware corporation)**

into

**SALOOTE INC.
(a Florida corporation)**

Pursuant to Section 607.1107 of the
State of Florida Business Corporation Act

The undersigned, being the surviving corporation, hereby sets forth as follows:

FIRST: The name of each of the constituent corporations in the merger is SALOOTE INC., Inc., a Delaware corporation, document number 5214102 ("Saloote DE"), and SALOOTE INC., a Florida corporation, document number P13000078712 ("Saloote FL"). The surviving corporation in the merger shall be Saloote FL, and its name shall be Saloote Inc., a Florida corporation.

SECOND: The Agreement and Plan of Merger attached hereto as Exhibit A (the "Plan of Merger") was approved by the unanimous written consent of the board of directors and shareholders of Saloote FL in accordance with Chapter 607 of the Florida Business Corporation Act on September 25, 2013.

THIRD: The Plan of Merger was approved by the unanimous written consent of the board of directors and shareholders of Saloote DE in accordance with the applicable laws of the State of Delaware, on September 25, 2013.

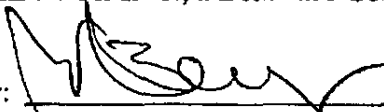
FOURTH: Saloote DE's principal registered office under the laws of the State of Delaware is: VCorp Services, LLC, 1811 Silverside Road, Wilmington, Delaware 19810.

FIFTH: The merger is to become effective upon the filing of the Articles of Merger with the Secretary of State of the State of Florida.

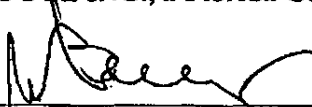
(Signature on following page.)

IN WITNESS WHEREOF, these Articles of Merger are hereby executed this 25th day of September, 2013.

SALOOTE INC., a Delaware Corporation

By: 
Name: Walter Bernacca
Title: President

SALOOTE INC., a Florida Corporation

By: 
Name: Walter Bernacca
Title: President

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Exhibit A

AGREEMENT AND PLAN OF MERGER

Please see attached.

AGREEMENT AND PLAN OF MERGER

SALOOTE INC., a Delaware corporation ("Saloote DE"), and **SALOOTE INC.**, a Florida corporation ("Saloote FL"), enter into this Agreement and Plan of Merger on this 25th day of September, 2013 ("Plan of Merger").

BACKGROUND

The parties to this Plan of Merger believe it is in the best interest of both companies to change the place of incorporation of Saloote DE from the State of Delaware to the State of Florida. In order to accomplish the foregoing change, the parties have agreed to merge Saloote DE into Saloote FL, with Saloote FL being the surviving corporation (the "Merger"). The respective Boards of Directors and Shareholders of Saloote DE and Saloote FL have adopted resolutions approving this Plan of Merger, in accordance with the Delaware General Corporation Law and the Florida Business Corporation Act ("FBCA"), respectively.

TERMS

For the reasons described above and in consideration of the covenants herein contained, the parties agree to this Plan of Merger as follows:

1. Merger. In accordance with the laws and applicable provisions of the laws of the State of Florida, Saloote DE shall merge into and become a part of Saloote FL (the "Surviving Corporation"). Upon the effective date of the Merger, the separate corporate existence of Saloote DE shall cease. The effective date for the transaction contemplated hereunder shall be upon the filing of the Articles of Merger with the Florida Department of State (the "Effective Date").

2. Changes to Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Saloote FL until thereafter amended in accordance with Florida law.

3. Changes to Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws of Saloote FL until thereafter amended in accordance with Florida law.

4. Changes to Directors and Officers. The directors and officers of the Surviving Corporation shall be the current directors and officers of Saloote FL until their successors are duly elected and qualified.

5. Representations and Warranties.

(a) Saloote DE represents and warrants as follows:

(1) Organization and Good Standing. Saloote DE is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power to carry on its business as it is now being conducted.

(2) Authorization. The execution, delivery and performance of this Plan of Merger by Saloote DE has been duly and validly authorized and approved by all necessary corporate action.

(b) Saloote FL represents and warrants as follows:

(1) Organization and Good Standing. Saloote FL is a corporation duly organized, validly existing and in good standing under the laws of Florida and has the corporate power to carry on its business as it is now being conducted.

(2) Authorization. The execution, delivery and performance of this Plan of Merger by Saloote FL has been duly and validly authorized and approved by all necessary corporate action.

6. Effects of Merger. The Merger shall have the effect provided therefor by Florida law. As of the Effective Date of the Merger, Saloote FL shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of Saloote DE; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due Saloote DE, shall be deemed to be transferred to and vested in Saloote FL without further act or deed, and the title to any property or any interest therein, vested in Saloote DE, shall not revert to or be in any way impaired by reason of the Merger.

Saloote FL shall be responsible and liable for all the liabilities and obligations of Saloote DE; and any claims existing by or against Saloote DE may be prosecuted to judgment as if the Merger had not occurred, or Saloote FL may be substituted in the place of Saloote DE. The rights of any creditors of Saloote DE shall not be impaired by the Merger. Saloote FL shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of Saloote DE.

7. Share Conversion. As of the Effective Date, by virtue of the Merger and without any action on the part of the shareholders of Saloote DE or Saloote FL:

- a. Each issued and outstanding share of common stock of Saloote FL immediately prior to the Effective Date shall remain outstanding and shall become an issued and outstanding share

representing such common stock of the Surviving Corporation following the Merger.

b. Each issued and outstanding share of common stock of Saloote DE immediately prior to the Effective Date shall automatically be canceled and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

8. **Further Assurances.** If at any time Saloote FL shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in Saloote FL the title to any property or rights of Saloote DE or to otherwise carry out the provisions hereof, the proper officers and directors of Saloote DE, as of the Effective Date of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in Saloote FL and to otherwise carry out the provisions hereof.

9. **Abandonment or Amendment.** At any time prior to the filing of the Articles of Merger with the Florida Department of State, the proposed Merger may be abandoned by the parties pursuant to this provision or amended by the action of the parties pursuant to this provision.

10. **Approval by Boards of Directors and Members.** This Plan of Merger has been unanimously approved by, and the execution and delivery thereof authorized by, the board of directors and shareholders of Saloote DE and Saloote FL.

11. **Costs.** All costs in connection with this Plan of Merger will be paid by Saloote FL.


12. **Payment to Dissenting Shareholders.** There are no dissenting shareholders to the Merger, and, therefore, no payments to dissenting shareholders will be required under the Delaware General Corporation Law or the Florida Business Corporation Act.

13. **Procedure.** Each party will in a timely manner follow the procedures provided by Florida law in connection with the statutory merger including the filing of appropriate Articles of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Plan of Merger and the transactions contemplated hereby.

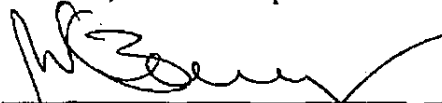
[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

Saloote Inc., a Delaware corporation

By: 
Walter Benacca, President

Saloote Inc., a Florida corporation

By: 
Walter Benacca, President