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Merger/cc
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CT-Corporation System

March 31, 2014

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 9097808 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

File 2nd

Dear Department of State, Florida :

Please obtain the following:

Designs For Health, Inc. (FL)
Merger (Survivor)
Florida

Designs For Health, Inc. (FL)
Obtain Document - Misc - Certified Copy
Florida

Blue Leader Marketing, Inc. (FL)
Merger (Discontinuing Company)
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092 . Thank you very much for your help.

Sincerely,

Connie R Bryan
Senior Fulfillment Specialist
Connie.Bryan@wolterskluwer.com

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Designs for Health, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Rita M. Scacchia

Contact Person

Brody Wilkinson PC

Firm/Company

2507 Post Road

Address

Southport, CT 06890

City, State and Zip Code

scarruthers@designsforhealth.com

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

For further information concerning this matter, please call:

Rita M. Scacchia

Name of Contact Person

at (203) 319-7100

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

ARTICLES OF MERGER
(Florida Profit Corporations)

The following Articles of Merger are submitted to merge the following Florida profit corporations in accordance with Section 607.1105 of the Florida Statutes.

FIRST: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Designs for Health, Inc.	Florida	

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Blue Leader Marketing, Inc.	Florida	P11000065948

THIRD: The Agreement and 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: The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on March 31, 2014.

SIXTH: The Agreement and Plan of Merger was adopted by the shareholders of the merging corporation(s) on March 31, 2014.

Blue Leader Marketing, Inc.,
a Florida corporation

By: Gail Lizotte
Name: Gail Lizotte
Its: Secretary

Designs for Health, Inc.,
a Florida corporation

By: Gail Lizotte
Name: Gail Lizotte
Its: Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of March 31, 2014, by and between **Blue Leader Marketing, Inc.**, a Florida corporation ("**BLM**"), and **Designs for Health, Inc.**, a Florida corporation (the "**DFH**").

WHEREAS, the respective Boards of Directors of BLM and DFH have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its shareholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, and in accordance with the Florida Business Corporation Act (the "**Act**"), BLM will merge with and into DFH, with DFH as the surviving corporation (the "**Merger**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Act, BLM shall be merged with and into DFH on the Effective Date (as hereinafter defined). Following the Effective Date, the separate corporate existence of BLM shall cease (except to the extent specifically provided to the contrary in the Act with respect to a corporation after its merger into another foreign corporation), and DFH shall continue as the surviving corporation (the "**Surviving Corporation**") and remain a Florida corporation governed by the laws of that state. The effects and consequences of the Merger shall be as set forth in this Agreement and the Act. Without limiting the generality of the foregoing, from the Effective Date, all the properties, assets, rights, privileges, interests, immunities, powers and franchises of BLM shall vest (without any further act or deed) in DFH, as the Surviving Corporation, and all debts, liabilities, obligations and duties of BLM shall become the debts, liabilities, obligations and duties of DFH, as the Surviving Corporation.

2. Effective Date. Upon the adoption and approval of the Merger and this Agreement by the respective shareholders of DFH and BLM in accordance with the Act, DFH and BLM shall duly prepare, execute and/or file, in addition to any other documents or instruments required to effectuate the Merger: Articles of Merger complying with the Act with the Florida Department of State (collectively, the "**Articles of Merger**"). The Merger shall become effective upon the filing of the Articles of Merger (the "**Effective Date**").

3. Conversion of Securities. At the Effective Date, by virtue of the Merger and without any action on the part of DFH or BLM or the shareholders thereof, the shares of common stock of BLM issued and outstanding immediately prior to the Effective Date shall be converted into the right to receive validly issued, fully paid and non-assessable shares of

common stock of the Surviving Corporation in amounts based upon the respective values of DFH, BLM and Ashley-Martin Manufacturing, LLC, a Delaware limited liability company ("AMM"), such that upon consummation of the Merger and that certain merger of AMM into the Surviving Corporation (which merger will take place immediately subsequent hereto), the total issued and outstanding shares of common stock of the Surviving Corporation shall be held as follows:

- (a) Jonathan Lizotte: 3,086 shares;
- (b) Gail Lizotte: 147 shares; and
- (c) L. Philip Lizotte: 147 shares.

4. Stock Certificates. The shareholders of BLM shall surrender all of the certificates that immediately prior to the Effective Date evidenced outstanding shares of BLM Common Stock (the "**Certificates**") to DFH for cancellation, together with such other documents as DFH may require. Until so surrendered and exchanged, each such Certificate shall, after the Effective Date, be deemed to represent only the right to receive shares of Surviving Corporation common stock pursuant to **Section 3**, and until such surrender or exchange, no such shares of Surviving Corporation common stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

5. Treatment of Warrants. Upon the Effective Date, and in accordance with the terms of each warrant to purchase shares of BLM Common Stock (collectively, the "**Warrants**") that is issued and outstanding immediately prior to the Effective Date, unless otherwise elected by the holder of any such Warrant, the Surviving Corporation shall issue a replacement warrant to each holder thereof. From and after the Effective Date, the Surviving Corporation shall comply with all of the terms and conditions set forth in each such replacement warrant.

6. Organizational Documents.

(a) The articles of incorporation of DFH in effect at the Effective Date shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the Act.

(b) The by-laws of DFH in effect at the Effective Date shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the Act.

7. Director and Officers. The director and officers of DFH immediately prior to the Effective Date shall be the director and officers of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the by-laws of the Surviving Corporation or as otherwise provided by the Act.

8. Entire Agreement; Amendment and Modification. This Agreement together with the Articles of Merger constitute the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersede all prior and contemporaneous

understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

9. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Blue Leader Marketing, Inc.,
a Florida corporation

By Gail Lizotte
Gail Lizotte
Its: Secretary

Designs for Health, Inc.,
a Florida corporation

By Gail Lizotte
Gail Lizotte
Its: Secretary