

merger/cc
@ 4.1.14

CT Corporation System

March 31, 2014

Secretary of State, Florida
2661 Executive Circle Center
Tallahassee FL 32301

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

Dear Secretary 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

File Last
3rd

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 Corporation

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

Please return all correspondence concerning this matter to following:

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 & 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
(Florida Profit Corporation and Other Business Entity)

The following Articles of Merger are submitted to merge the following Florida profit corporation and other business entity in accordance with Section 607.1109 of the Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Designs for Health, Inc.	Florida	corporation
Ashley-Martin Manufacturing, LLC	Delaware	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Designs for Health, Inc.	Florida	corporation

THIRD: The attached Agreement and Plan of Merger was approved by the domestic corporation that is a party to the merger in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: The effective date of the merger is the date of filing these Articles of Merger.

Designs for Health, Inc.,
a Florida corporation

By: Gail Lizotte
Name: Gail Lizotte
Its: Secretary

Ashley-Martin Manufacturing, LLC,
a Delaware limited liability company

By: Gail Lizotte
Name: Gail Lizotte
Its: Member

FILED
SECRETARY OF STATE
14 MAR 31 PM 2:44

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of March 31, 2014, by and between **Designs for Health, Inc.**, a Florida corporation ("**DFH**"), and **Ashley-Martin Manufacturing, LLC**, a Delaware limited liability company (the "**AMM**").

WHEREAS, the Board of Directors of DFH has approved and adopted this Agreement and the transactions contemplated by this Agreement, 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, all of the Members of AMM have approved and adopted this Agreement and the transactions contemplated by this Agreement, after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such limited liability company and its members; 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 "**Florida Act**") and Delaware Limited Liability Company Act (the "**Delaware Act**"; and sometimes together with the Florida Act, the "**Acts**"), AMM 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 Acts, AMM shall be merged with and into DFH on the Effective Date (as hereinafter defined). Following the Effective Date, the separate limited liability company existence of AMM shall cease (except to the extent specifically provided to the contrary in the Delaware Act with respect to a limited liability company 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 Acts. Without limiting the generality of the foregoing, from the Effective Date, all the properties, assets, rights, privileges, interests, immunities, powers and franchises of AMM shall vest (without any further act or deed) in DFH, as the Surviving Corporation, and all debts, liabilities, obligations and duties of AMM 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 shareholders of DFH in accordance with the Acts (as applicable), AMM and DFH shall duly prepare, execute and/or file, in addition to any other documents or instruments required to effectuate the Merger: (i) Articles of Merger complying with the Florida Act with the Florida Department of State and (ii) a Certificate of Merger complying with Delaware Act with the Delaware Department of State with respect to the Merger (collectively, the "**Articles and Certificate of Merger**"). The

Merger shall become effective upon the filing of the Articles and Certificate of Merger (the “**Effective Date**”).

3. Conversion of Interests. At the Effective Date, by virtue of the Merger and without any action on the part of DFH or AMM or the shareholder or holders of membership interests thereof the membership units of AMM 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, AMM and Blue Leader Marketing, Inc., a Florida corporation (which is being merged into DFH immediately prior to the Merger) such that upon consummation of that merger and the Merger contemplated hereunder, 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. Issuance of Shares in the Surviving Corporation. Since AMM did not issue any certificates evidencing the AMM Membership Interests, the shares of Surviving Corporation common stock shall be delivered to the holders of the merged AMM Membership Interests in accordance with Section 3 upon DFH’s determination that the former members of AMM have consented to the terms of this Agreement and acknowledged relinquishment of such Membership Interests.

5. Treatment of Warrants. Upon the Effective Date, and in accordance with the terms of each warrant to purchase AMM Membership Interests (collectively, the “**Warrants**”) and 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 Florida 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 Florida 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 Florida Act.

8. Submission to Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the constituent Delaware limited liability company, as well as the enforcement of any obligation of the Surviving Corporation arising from this merger, and irrevocably appoints the Delaware Department of State as its agent to accept services of process in any such suit or proceeding. The Department of State shall mail a copy of any such process to the surviving corporation at 15A Hargrove Grade, Palm Coast, Florida 32137.

9. Entire Agreement; Amendment and Modification. This Agreement together with the Articles and Certificate 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.

10. 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.

11. 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.

Designs for Health, Inc.,
a Florida corporation

By Gail Lizotte
Gail Lizotte
Its: Secretary

Ashley-Martin Manufacturing, LLC,
a Delaware limited liability company

By Gail Lizotte
Gail Lizotte
Its: Member