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MERGER OR SHARE EXCHANGE  
SLOPESIDE, INC.

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**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>Slopeside, Inc.</u>	<u>Florida</u>	<u>P83000004107</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>Slopeside International Corp.</u>	<u>British Virgin Islands</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      /      /      (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 \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on April 23, 2010 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 April 23, 2010.

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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**PLAN OF MERGER**  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation;

**Jurisdiction**

## British Virgin Islands

**The name and jurisdiction of each subsidiary corporation:**

Jurisdiction

## Florida

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent 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, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

**The shares of Slopeside International Corp. are exchanged one for one with Slopeside, Inc.**

(Attach additional sheets if necessary)

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If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

The shares of Slopeside International Corp. are exchanged one for one with Slopeside, Inc.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

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### MERGER AGREEMENT

**THIS MERGER AGREEMENT** (the "Agreement"), effective as of April 23, 2010 (the "Effective Date"), by and between Slopeside International Corp., a company existing and operating under the laws of the British Virgin Island, with a mailing address of c/o 301 W. Hallandale Beach Boulevard, Hallandale Beach, Florida 33009 ("Slopeside BVI") and Slopeside, Inc., a Florida corporation, with a mailing address of c/o 301 W. Hallandale Beach Boulevard, Hallandale Beach, Florida 33009 ("Slopeside Florida"). Slopeside BVI and Slopeside Florida are sometimes also referred to herein individually as a "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, the Board of Directors and shareholders of Slopeside BVI and the Board of Directors of Slopeside Florida have approved the merger of Slopeside BVI with and into Slopeside Florida (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement, whereby each issued and outstanding share of common stock of Slopeside BVI ("Slopeside BVI Common Stock") will be converted into common stock of Slopeside Florida ("Slopeside Florida Common Stock"); and

**WHEREAS**, the Parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger; and

**WHEREAS**, for Federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the Parties agree as follows:

### **ARTICLE I. THE MERGER**

**Section 1.1.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Florida Business Corporation Act (the "FBCA") Slopeside BVI shall be merged with and into Slopeside Florida on the Effective Time (as defined in Section 1.3). Following the Merger, the separate corporate existence of Slopeside BVI shall cease and Slopeside Florida shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Slopeside BVI in accordance with the FBCA.

**Section 1.2.** The closing of the Merger (the "Closing") shall take place at 10:00 a.m. on April 23, 2010 (the "Closing Date"), at the offices of Rozencwaig, Nadel & Ferrero-Carr, LLP, 301 W. Hallandale Beach Boulevard, Hallandale Beach, Florida 33009.

**Section 1.3.** On the Effective Date the Parties shall file with the Florida Secretary of State Articles of Merger (the "Articles of Merger") executed in accordance with the relevant provisions of the FBCA. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Florida Secretary of State (the "Effective Time").

**Section 1.4. Director Resignation.** On the Effective Date, the officer and director of Slopeside BVI shall deliver his resignation, which shall be effective as of the Effective Time.

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**Section 1.5. Articles of Incorporation and Bylaws.**

(a) The Articles of Incorporation of Slopeside Florida, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

(b) The Bylaws of Slopeside Florida, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

**Section 1.6.** The directors of Slopeside Florida immediately prior to the Effective Time shall be the directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

**Section 1.7.** The officers of Slopeside Florida shall be the officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

**ARTICLE II.  
EFFECT OF THE MERGER ON THE CAPITAL STOCK  
OF THE CONSTITUENT CORPORATION  
EXCHANGE OF CERTIFICATES**

**Section 2.1.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Slopeside BVI Common Stock:

(a) Subject to Section 2.2(e), each issued and outstanding share of Slopeside BVI Common Stock shall be converted into one (1) share of fully paid and nonassessable Slopeside Florida Common Stock. As of the Effective Time, all such shares of Slopeside BVI Common Stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate which immediately prior to the Effective Time represented any such shares of Slopeside BVI Common Stock shall cease to have any rights with respect thereto, except the right to receive certificates representing the number of fully paid and nonassessable shares of Slopeside Florida Common Stock into which such shares of Slopeside BVI Common Stock were converted at the Effective Time.

**Section 2.2. Exchange of Certificates.**

(a) As of the Effective Time, Slopeside Florida shall deposit with Rozencwaig, Nadel & Ferrero-Carr, LLP (the "Exchange Agent"), for the benefit of the holders of shares of Slopeside BVI Common Stock, for exchange in accordance with this Article II, certificates representing the shares of Slopeside Florida Common Stock issuable pursuant to Section 2.1.

(b) As of the Effective Time, the beneficial owners of Slopeside BVI shall surrender their stock certificate to the Exchange Agent, which certificate shall be exchanged for certificates representing shares of Slopeside Florida Common Stock on the Closing Date.

(c) All shares of Slopeside Florida Common Stock issued pursuant to this Article II shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to such shares of Slopeside BVI Common Stock.

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**ARTICLE III.  
REPRESENTATIONS AND WARRANTIES**

**Section 3.1.** Slopeside BVI represents and warrants to Slopeside Florida as follows:

(a) Slopeside BVI is a corporation duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has all requisite corporate power and authority to carry on its business as now being conducted.

(b) The authorized capital stock of Slopeside BVI consists of shares of Slopeside BVI Common Stock and no shares of preferred stock. At the close of business on April 20, 2010, Fifty Thousand (50,000) shares of Slopeside BVI Common Stock were issued and outstanding and no shares were held in its treasury.

(c) Slopeside BVI has the requisite corporate power and authority to enter into this Agreement and, subject to the adoption and approval of this Agreement and the unanimous approval of the Merger by the holders of the shares of Slopeside BVI Common Stock outstanding on the Effective Date to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Slopeside BVI and the consummation by Slopeside BVI of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Slopeside BVI, subject, in the case of this Agreement and the Merger, to approval and adoption of this Agreement and approval of the Merger by all of the holders of the shares of Slopeside BVI Common Stock outstanding on the Effective Date. This Agreement has been duly executed and delivered by Slopeside BVI and, assuming the due authorization, execution, and delivery of this Agreement by Slopeside Florida, constitutes a valid and binding obligation of Slopeside BVI, enforceable against Slopeside BVI in accordance with its terms.

(d) There is no suit, action or proceeding pending against or affecting Slopeside BVI.

(e) The affirmative, unanimous vote of the holders of the shares of Slopeside BVI capital stock outstanding as of the Effective Date is the only vote necessary to approve this Agreement and the transactions contemplated by this Agreement.

**Section 3.2.** Slopeside Florida represents and warrants to Slopeside BVI as follows:

(a) Slopeside Florida is a corporation duly organized, validly existing and in good standing under the laws of Florida and has all requisite corporate power and authority to carry on its business as now being conducted. Slopeside Florida is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary.

(b) The authorized capital stock of Slopeside Florida consists of seven thousand five hundred (7,500) shares of Common Stock, par value One Dollar (\$1) per share. At the close of business on April 20, 2010, one hundred (100) shares of Slopeside Florida Common Stock were issued and outstanding. Except as set forth above, at the close of business on April 23, 2010, no shares of capital stock or other voting securities of Slopeside Florida were issued, reserved for issuance or outstanding. All outstanding shares of capital stock of Slopeside Florida are duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. As of the date of this Agreement, there are not any outstanding contractual obligations of Slopeside Florida to repurchase, redeem or otherwise acquire any shares of capital stock of Slopeside Florida. As of the Effective Date there are no stockholder agreements, voting trusts or other agreements or understandings to which Slopeside Florida is a party or by which it is bound.

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(c) Slopeside Florida has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Slopeside Florida and the consummation by Slopeside Florida of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Slopeside Florida. This Agreement has been duly executed and delivered by Slopeside Florida, and constitutes a valid and binding obligation of Slopeside Florida, enforceable against Slopeside Florida in accordance with its terms.

(d) There is no suit, action or proceeding pending against or affecting Slopeside Florida.

(e) The Slopeside Florida Common Stock to be issued in connection with the Merger has been duly authorized by all necessary corporate action, and when issued in accordance with this Agreement, will be validly issued.

#### **ARTICLE IV. FEES AND EXPENSES**

All fees and expenses incurred in connection with the Merger, this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such fees or expenses.

#### **ARTICLE V. TERMINATION, AMENDMENT AND WAIVER**

**Section 5.1.** This Agreement may be terminated, and the Merger contemplated hereby may be abandoned, at any time prior to the Effective Time. In the event of termination of this Agreement by either of the Parties this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of the Parties.

**Section 5.2.** This Agreement may be amended by the Parties upon the agreement of all of the Parties.

#### **ARTICLE VI. GENERAL PROVISIONS**

**Section 6.1.** None of the representations or warranties contained in this Agreement or in any certificate or instrument delivered pursuant hereto shall survive the Effective Time.

**Section 6.2.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

**Section 6.3.** This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

**Section 6.4.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

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