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Michelle Narea-Popu

From:

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE  
SDG OF MIAMI, INC.**

Certificate of Status	0
Certified Copy	1
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Estimated Charge	\$78.75

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JK 9-13-11

**ARTICLES OF MERGER  
OF  
SDG OF MIAMI, INC.**

**FILED**  
**11 SEP 13 PM 3:00**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105.

**FIRST:** The surviving corporation is SDG OF MIAMI, INC., a Florida corporation, listed as Document Number P94000063758.

**SECOND:** The merging corporation is MADISON ADAMS, INC., a Nevada corporation, registered with the Nevada Secretary of State under File No. 0782982005-07.

**THIRD:** The Plan of Merger is attached hereto and made apart hereof as Exhibit "A".

**FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**FIFTH:** The Plan of Merger was adopted by Joint Unanimous Written Consent by the Shareholders and Board of Directors of the SDG OF MIAMI, INC., the surviving corporation on July 20, 2011.

**SIXTH:** The Plan of Merger was adopted by Joint Unanimous Written Consent by the Shareholders and Board of Directors of MADISON ADAMS, INC., the merging corporation on the July 20, 2011.

Signed this 7<sup>th</sup> day of Sept., 2011.

SURVIVING ENTITY:

SDG OF MIAMI, INC., A FLORIDA  
CORPORATION

By: Marc Gould, President  
Marc Gould, President

MERGING ENTITY:

MADISON ADAMS, INC., A NEVADA  
CORPORATION

By: Marc Gould, President  
Marc Gould, President

### PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT is adopted as of the 7 day of Sept, 2011 ("Agreement"), by and between MADISON ADAMS, INC., a Nevada corporation (hereinafter referred to as "MADISON") and SDG OF MIAMI, INC., a Florida corporation (hereinafter referred to as "SDG").

### RECITALS

WHEREAS, MADISON is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada; and

WHEREAS, SDG is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

WHEREAS, the Board of Directors and the Shareholders of each respective corporation deem it desirable and in the best interests of their corporations that MADISON be merged with and into SDG and that SDG remain as the surviving corporation;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. Merger. MADISON shall be merged with and into SDG and SDG shall continue as the surviving corporation. SDG shall become the owner, without other transfer, of all the assets, rights, titles, interests and properties of MADISON and shall become subject to all the debts and liabilities of MADISON in the same manner as if it had acquired and incurred them, respectively.

2. Principal Office. The principal office of the SDG, as the surviving corporation, is 1705 Elizabeths Way, Winter Park, Florida 32789, and shall remain so upon the merger.

3. Objects and Purposes. The nature of the current and intended business of the surviving corporation shall be any and all business as permitted under Florida law.

4. Articles of Incorporation. The purposes and number of Directors of the surviving corporation shall be as appears in the Articles of Incorporation (as amended, if applicable) of SDG on file with the office of the Department of State of the State of Florida on the date of this Agreement and the registered agent and office shall be as appears on file with said Department of State. The terms and provisions of the Articles of Incorporation of SDG are hereby incorporated into this Agreement. From and after the effective date of the merger hereunder, and until further amended, altered or restated as provided by law, such Articles of Incorporation, as amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the surviving corporation.

5. By-Laws. The present By-Laws of SDG shall remain as the By-Laws of the surviving corporation following the merger and shall not be altered, amended, nor repealed by reason of such merger.

6. Names and Addresses of Directors. The names and addresses of the persons who shall constitute the Board of Directors of the surviving corporation upon the effective date of the merger shall be as currently set forth in the corporate minute book of SDG.

7. Stock Ownership. The Sole Shareholder of MADISON and SDG is Marc Gould as to 100%.

8. Effective Date. The merger shall become effective upon filing the Articles of Merger with the Florida Department of State.

9. Abandonment of Merger. Notwithstanding anything to the contrary, prior to the effective date, the Board of Directors of the constituent corporations may rescind this Agreement (and thereby abandon the merger) by mutual consent, and thereupon this agreement shall be void and of no effect.

10. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

11. Waiver. No waiver is valid unless in writing and issued by the waiving party, and no waiver shall be construed as a waiver of any other or subsequent breach.

12. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and the sole venue for any action or proceeding shall be any court having competent jurisdiction in Broward County, Florida.

13. Assignment. Neither this Agreement or any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party hereto and this Agreement and all the provisions herein shall be binding upon and for the benefit of the parties hereto and their respective permitted successors, assigns and/or delegates.

14. Integration and Captions. This Agreement includes the entire understanding of the parties with respect to the subject matter hereof. This Agreement is an integration of any and all prior agreements and representations with respect to the subject hereof. The captions herein are for convenience and shall not control the interpretation of this Agreement.

15. Authorization, Conflicts, and Execution. Each party represents to the other that this Agreement is a binding obligation of the party and shall not conflict with any other agreement between such party and any other person.

16. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.

17. Ambiguities. The normal rule of construction to the effect that ambiguities in any agreement are construed against the drafting party shall not apply to this Agreement.

18. Cooperation. Each party shall provide such reasonable cooperation and execute such reasonable documents as shall be reasonably requested by the other party hereto to perform this Agreement.

19. Gender. Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender; all singular words shall include the plural and all plurals shall include the singular.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.


N WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WITNESSES:

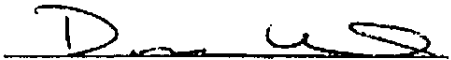


MADISON ADAMS, INC., A NEVADA  
CORPORATION  
(Madison)

By:


  
Marc Gould, President

WITNESSES:



SDG OF MIAMI, INC., A FLORIDA  
CORPORATION  
(SDG)

By:

  
Marc Gould, President