

Divis

MAY 10

12:30

FOLEY & LARDNER

P. 1

https://www.sos.state.fl.us/scripts/efil...r.exe

P97000002856

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H00000025991 1)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page.
Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)922-4000

From:
Account Name : FOLEY & LARDNER
Account Number : 072720000061
Phone : (904)359-2000
Fax Number : (904)359-8700

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 MAY 10 PM 4:03

FILED

RECEIVED

00 MAY 10 PM 1:18

DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

GO GODDESS!, INC.

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$78.75

Merger

05-10-00

DC

ARTICLES OF MERGER
Merger Sheet

MERGING:

GO GODDESS! INC., a Florida corporation, P97000002856

INTO

GO GODDESS!, INC.. a Delaware corporation not qualified in Florida

File date: May 10, 2000

Corporate Specialist: Darlene Connell

Fax Audit No. H00000025991

**ARTICLES OF MERGER
OF
GO GODDESS! INC.
(a Florida corporation)
("Merging Corporation")**

**WITH AND INTO
GO GODDESS!, INC.
(a Delaware corporation)
("Surviving Corporation")**

FILED
00 MAY 10 PM 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1101, 607.1103, 607.1105 and 607.1106 of the Florida Business Corporation Act, as applicable (the "Florida Act"), and Section 252 of the General Corporation Law of the State of Delaware, the undersigned enter into these Articles of Merger by which Go Goddess! Inc., a Florida corporation [document i.d. number P97000002856] (the "Merging Corporation"), shall be merged with and into Go Goddess!, Inc., a Delaware corporation (the "Surviving Corporation"), and the Surviving Corporation shall be the surviving business entity, in accordance with an Agreement and Plan of Merger (the "Plan"), adopted pursuant to Section 252 of the General Corporation Law of the State of Delaware and Section 607.1101 of the Florida Act. The undersigned hereby certify as follows:

FIRST, a copy of the Plan is attached hereto and made a part hereof.

SECOND, the merger shall become effective at the close of business on the date on which these Articles of Merger are filed with the Florida Secretary of State and a Certificate of Merger is filed with the Delaware Secretary of State.

THIRD, the Plan was adopted on May 9, 2000, pursuant to Section 607.1103 of the Florida Act, by joint unanimous written consent of the directors and shareholders of Go Goddess! Inc., a Florida corporation. The only voting group of Go Goddess! Inc., a Florida corporation, entitled to vote on adoption of the Plan was the holders of common stock. The number of votes cast by such voting group was sufficient for approval by that group.

FOURTH, the Plan was adopted on May 9, 2000, in accordance with the laws of the State of Delaware, by joint unanimous written consent of the directors and shareholders of Go Goddess!, Inc., a Delaware corporation.

Fax Audit No. H00000025991

MAY. 10. 2000 12:37PM FOLEY & LARDNER

NO. 2717 P. 3

Fax Audit No. H00000025991

IN WITNESS WHEREOF, these Articles of Merger have been executed by Go Goddess! Inc., a Florida corporation, as the Merging Corporation and by Go Goddess!, Inc., as the Surviving Corporation, this 10th day of May, 2000.

MERGING CORPORATION

GO GODDESS! INC., a Florida corporation

By: Kelley Werner
Name: Kelley Werner
Title: President

SURVIVING CORPORATION

GO GODDESS!, INC., a Delaware corporation

By: Kelley Werner
Name: Kelley Werner
Title: President

Fax Audit No. H00000025991

AGREEMENT AND PLAN OF MERGER

This Plan of Merger (the "Plan") dated as of May 10, 2000 provides for the merger of Go Goddess! Inc., a Florida corporation (the "Merging Corporation"), with and into Go Goddess!, Inc., a Delaware corporation (the "Surviving Corporation"), as follows:

1. **Merger.** The Merging Corporation shall be merged with and into the Surviving Corporation in accordance with Section 252 of the General Corporation Law of the State of Delaware and Section 607.1101 of the Florida Business Corporation Act, whereupon the separate corporate existence of the Merging Corporation shall cease and the Surviving Corporation shall be the surviving entity. The Merger shall have the effects set forth in Section 252 of the General Corporation Law of the State of Delaware and Section 607.1101 of the Florida Business Corporation Act. Accordingly, from and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities, liabilities and duties of the Merging Corporation. The parties intend that this agreement shall be construed as a Plan of Reorganization and that the merger will qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.
2. **Effective Time.** The Merger shall become effective at the close of business on the date and time on which Articles of Merger are accepted for filing by the Florida Secretary of State and the Delaware Secretary of State (the "Effective Time").
3. **Surviving Corporation.** The Surviving Corporation, Go Goddess!, Inc., a Delaware corporation, is to be the surviving entity and the name and business address of the Surviving Corporation are: Go Goddess!, Inc., 4975 S.W. 85th Street, Miami, Florida 33143.
4. **Conversion of Merging Corporation's Stock.** The shares of common stock, par value \$1.00 per share, of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall automatically be canceled and extinguished in consideration for 3,999 shares of the Surviving Corporation for each 333.333 shares of the Merging Corporation.
5. **Articles of Incorporation and Bylaws.** The Certificate of Incorporation and Bylaws of the Surviving Corporation shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation on and after the Effective Time.
6. **Effect of Merger.** At the Effective Time, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and to all the property, real, personal and mixed, of each of the Merging Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the

Fax Audit No. H00000025991

property of the Merging Corporation shall be impaired by the Merger. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Corporation and its officers or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Corporation, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Corporation, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger and otherwise to carry out the purposes of this Plan.

7. **Abandonment.** This Plan may be abandoned at any time prior to the Effective Time by either the Merging Corporation or the Surviving Corporation, without further shareholder action and, if Articles of Merger have been filed with the Florida Secretary of State and the Certificate of Merger with the Delaware Secretary of State, by filing a Notice of Abandonment with such authorities.

8. **Approval.** The respective obligation of each party to effect the Merger is subject to adoption by the requisite vote of the shareholders of the Merging Corporation and the shareholders of the Surviving Corporation pursuant to Section 252 of the General Corporation Law of the State of Delaware and Section 607.1103 of the Florida Business Corporation Act.

9. **Representations and Warranties of the Merging Corporation.** The Merging Corporation hereby represents and warrants to Surviving Corporation as follows:

(a) **Organization.** The Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Florida and is duly qualified to transact business, and is in good standing, in each jurisdiction where the nature of its business or ownership of its properties requires such qualification. No proceeding for the bankruptcy or the liquidation or dissolution of the Merging Corporation is pending or is contemplated.

(b) **No Conflict.** The execution, delivery and performance of this Agreement will not violate the charter documents of the Merging Corporation or any provision of any agreement or other instrument to which the Merging Corporation is a party or is bound or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any agreement or other instrument.

(c) **No Default.** The Merging Corporation is not in default under any agreement or obligation entered into by or on behalf of Merging Corporation or to which the Merging Corporation is subject, which defaults would have a materially adverse effect on the Merging Corporation's abilities to perform hereunder.

Fax Audit No. H00000025991

(d) Options. As of the date hereof there is no option, agreement or other commitment of any nature outstanding pursuant to which the Merging Corporation is obligated to cause, nor shall Merging Corporation cause or permit the direct or indirect delivery, transfer, mortgage, pledge, charge, lien, hypothecation, encumbrance or assignment of its securities, other than pursuant to the terms of this Plan.

(e) Litigation. There is no litigation or proceeding pending (or to the best knowledge of the Merging Corporation, threatened) against or relating to the Merging Corporation which, if determined adversely to the Merging Corporation, would affect the Merging Corporation's obligations under the terms of this Plan.

(f) Representations and Warranties. No representation or warranty made by the Merging Corporation pursuant to this Plan contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein not misleading.

(g) Consents. No consent or approval (except for those which already have been obtained) is necessary in order to permit the Merging Corporation to execute, deliver and perform the transactions contemplated hereby except where the failure to obtain such consent or approval would not prevent or delay consummation of the transactions contemplated by this Agreement in any material respect or otherwise prevent the Merging Corporation from performing its obligations under this Plan in any material respect.

10. Amendments. The Board of Directors of the Merging Corporation, together with the Board of Directors of the Surviving Corporation may amend this Plan at any time prior to the filing of the Articles of Merger with the Florida Secretary of State and the Certificate of Merger with the Delaware Secretary of State, provided that an amendment made subsequent to the adoption of the Plan by the shareholders of the Merging Corporation and the shareholders of the Surviving Corporation shall not: (1) alter or change the amount or kind of memberships, shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the securities of any class or series thereof of the Merging Corporation, (2) materially alter or change any term of the Certificate of Incorporation to be effected by the Plan or (3) alter or change any of the terms and conditions of this Plan, in each case if such alteration or change would adversely affect the shareholders of the Merging Corporation or the shareholders of the Surviving Corporation.

MAY. 10. 2000 12:39PM FOLEY & LARDNER

NO. 2717 P. 7

Fax Audit No. H00000025991

IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have each executed this Plan, or has caused this Plan to be executed on its behalf by a representative duly authorized, all as of the day and year first above written.

MERGING CORPORATION

GO GODDESS! INC., a Florida corporation

By: 

Name: Kelley Werner

Title: President

SURVIVING CORPORATION

GO GODDESS!, INC., a Delaware corporation

By: 

Name: Kelley Werner

Title: President