



P98000007019

FILED  
01 JAN 25 PM 1:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 975969 4300090

AUTHORIZATION : *Patricia Pugh*

COST LIMIT : \$ 70.00

ORDER DATE : January 24, 2001

ORDER TIME : 10:50 AM

ORDER NO. : 975969-010

CUSTOMER NO: 4300090

300003574553--5

CUSTOMER: David Y. Monassebian, Esq  
Baer Marks & Upham LLP  
805 Third Avenue  
19th Floor  
New York, NY 10022-7598

ARTICLES OF MERGER

AMY COE, INC.

INTO

AMY COE, INC.

RECEIVED  
01 JAN 25 PM 12:07  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY

COULLETTE JAN 25 2001

CONTACT PERSON: Jeanine Reynolds EXT 1133  
EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

AMY COE, INC., a Florida corporation, P98000007019

INTO

**AMY COE, INC.**, a Connecticut corporation not qualified in Florida.

File date: January 25, 2001

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Amount charged: 70.00

**ARTICLES OF MERGER**  
**OF**  
**AMY COE, INC. (FLORIDA)**  
**INTO**  
**AMY COE, INC. (CONNECTICUT)**

FILED  
01 JAN 25 PM 1:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the Florida wholly-owned subsidiary business corporation and the foreign parent business corporation named below do hereby adopt the following Articles of Merger.

1. Annexed hereto as Exhibit A and made a part hereof is a Plan of Merger for merging Amy Coe, Inc., a Florida corporation (the "Subsidiary Corporation"), with and into Amy Coe, Inc., a Connecticut corporation (the "Parent Corporation").

2. The merger of the Subsidiary Corporation with and into the Parent Corporation is permitted by the laws of the jurisdiction of organization of the Parent Corporation and has been authorized in compliance with said laws. The aforesaid Plan of Merger was approved and adopted by the board of directors of the Parent Corporation on January 23, 2001.

3. The aforesaid Plan of Merger was approved and adopted by the board of directors of the Subsidiary Corporation in accordance with the provisions of the Florida Business Corporation Act on January 23, 2001.

4. Shareholder approval was not required for the merger.

Executed on January 23, 2001

**AMY COE, INC. (CONNECTICUT)**

By: \_\_\_\_\_

Name: Amy Coe

Title: *President*

**AMY COE, INC. (FLORIDA)**

By: \_\_\_\_\_

Name: Amy Coe

Title: *Managing Director*

**AGREEMENT AND PLAN OF MERGER**

**OF**

**AMY COE, INC. (FLORIDA)**

**INTO**

**AMY COE, INC. (CONNECTICUT)**

**THIS AGREEMENT** is executed as of January 23, 2001 by and between Amy Coe, Inc., a Florida corporation, with its principal place of business at 19 South Compo Road, Westport, Connecticut 06880 (the "Merging Corporation") and Amy Coe, Inc., a Connecticut corporation, with its principal place of business at 19 South Compo Road, Westport, Connecticut 06880 (the "Surviving Corporation").

**WITNESSETH:**

**WHEREAS**, the Merging Corporation has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock having a par value of \$1.00 per share of which Ten Thousand (10,000) shares are now duly issued and outstanding.

**WHEREAS**, all of the issued and outstanding shares of capital stock of the Merging Corporation are owned by the Surviving Corporation;

**WHEREAS**, the Surviving Corporation has authorized capital stock consisting of One Thousand (1,000) shares of common stock, of which One Thousand (1,000) shares are now duly issued and outstanding;

**WHEREAS**, the Merging Corporation and the Surviving Corporation desire to effect a statutory parent-subsidiary merger (the "Merger") of the Merging Corporation into the Surviving Corporation in the manner herein set forth, and the Board of Directors of the signatories hereto have duly adopted resolutions, by written consent, approving this Agreement and Plan of Merger (this "Agreement"); and

**NOW, THEREFORE**, in consideration of the promises and of the mutual representations, warranties and covenants which are made and to be performed pursuant to this Agreement, the Merging Corporation and the Surviving Corporation hereby agree as follows:

**ARTICLE I**

**Parties to Proposed Merger**

Section 1.1 The Merging Corporation. The name of the corporation proposed to merge into the Surviving Corporation is Amy Coe, Inc.

Section 1.2 The Surviving Corporation. The name of the corporation into which the Merging Corporation is proposed to merge is Amy Coe, Inc.

## ARTICLE II

### Terms and Conditions of Proposed Merger and Mode of Carrying It into Effect

Section 2.1 General. Upon the Effective Date of the Merger (as hereinafter defined): (a) the Merging Corporation shall merge into the Surviving Corporation, which shall survive the Merger and continue to be a Connecticut corporation; (b) the shares of common stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain outstanding shares of common stock of the Surviving Corporation in accordance with their terms; (c) the separate existence of the Merging Corporation shall cease, as provided by Section 33-820 of the Connecticut Business Corporation Act (the "Act"); and (d) the name of the Surviving Corporation shall remain Amy Coe, Inc.

Section 2.2 Effective Date of Merger. The "Effective Date of the Merger" with respect to the Merger contemplated by this Agreement shall be as of the date of filing of the Certificate of Merger relating to the Merger.

Section 2.3 Private Property of Shareholders. The private property of the shareholders of the Merging Corporation and the Surviving Corporation shall not be subject to the payment of the corporate debts of either corporation to any extent whatsoever.

## ARTICLE III

### Manner and Basis of Converting Shares of Capital Stock of the Merging Corporation Into Shares of the Surviving Corporation

Upon the Effective Date of the Merger, all issued and outstanding shares of capital stock of the Merging Corporation shall automatically and by operation of law be canceled and all certificates evidencing ownership of such shares shall be void and of no effect, and all issued and outstanding shares of capital stock of the Surviving Corporation shall remain issued and outstanding.

## ARTICLE IV

### Directors and Officers

The directors and officers of the Surviving Corporation in office on the Effective Date of the Merger shall remain such directors or officers of the Surviving Corporation, each to hold office until a successor shall have been duly elected and qualified or until their earlier resignation or removal.

## **ARTICLE V**

### **Corporate Charter**

Subsequent to the Effective Date of the Merger, the Surviving Corporation shall continue to be governed by its Certificate of Incorporation, by-laws and the laws of the State of Connecticut.

## **ARTICLE VI**

### **Corporate Approvals and Termination**

Section 6.1 Corporate Approvals. Pursuant to Section 33-818 of the Act and Section 607.1101 of the Florida Business Corporation Act, the board of directors of the Merging Corporation and the board of directors of the Surviving Corporation shall approve this Agreement prior to the Effective Date of the Merger by resolution.

Section 6.2 Termination. At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by the Surviving Corporation by appropriate resolutions of its Board of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Corporation nor the Surviving Corporation or their respective shareholders, directors or officers may be held liable in respect to such termination or abandonment.

## **ARTICLE VII**

### **Miscellaneous**

Section 7.1 Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of the Merging Corporation, to otherwise, to take any and all such action.

Section 7.2 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Connecticut without regard to the conflicts principles thereof.

Section 7.3 Headings. The headings contained in this Agreement are for convenience only and shall not constitute a part hereof.

Section 7.4 Entire Agreement. This Agreement and other documents referred to herein which form a part hereof, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises,

warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties with respect to the subject matter contained herein.

Section 7.5 Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holdings or action shall be strictly construed and shall not affect the validity of any other provision hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

AMY COE, INC.

By: \_\_\_\_\_

Amy Coe  
Managing Director

AMY COE, INC.

By: \_\_\_\_\_

Amy Coe  
President