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OK to ADD Articles of  
Merger  
6/29/07



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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**CHRISTOPHER P. KELLEY, P.A.**

ATTORNEY AT LAW  
11098 BISCAYNE BOULEVARD  
SUITE 205  
MIAMI, FLORIDA 33161

TELEPHONE (305) 893-6004  
FACSIMILE (305) 893-7666

EMAIL ADDRESS  
CPKLAW@BELLSOUTH.NET

June 21, 2007

Department of State  
Division of Corporations  
AMENDMENT SECTION  
P. O. Box 6327  
Tallahassee, Florida 32314

RE: CENTURY MANAGEMENT SOLUTIONS, INC.  
CENTURY INTERNATIONAL, INC.

Dear Madam or Sir:

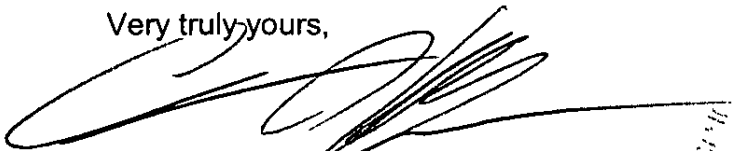
Enclosed is my firm's check for **\$140.00** to file the following documents:

1. **\$70.00** (2 parties) - **Merger Agreement** between CENTURY MANAGEMENT SOLUTIONS, INC., and CENTURY INTERNATIONAL, INC.
2. **\$35.00** - **Articles of Dissolution** re CENTURY INTERNATIONAL, INC.

and for a **certified copy** of each of the above documents (2 x \$8.75 = \$17.50), along with a **Certificate of Status** for each of the above corporations (2 x 8.75 = \$17.50).

Please contact me should you have any questions.

Very truly yours,



CHRISTOPHER P. KELLEY

CPK:rd  
Enclosures

RECEIVED  
07 JUN 25 AM 8:00  
DIVISION OF CORPORATIONS

This instrument prepared by:  
Christopher P. Kelley, P.A.  
11098 Biscayne Boulevard, Suite 205  
Miami, FL 33161

FILED

07 JUN 29 PM 12:14

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER AND PLAN AND

**MERGER AGREEMENT**

AGREEMENT OF MERGER, dated June, 21, 2007, between CENTURY MANAGEMENT SOLUTIONS, INC., a Florida corporation, hereinafter called "CENTURY", with its principal office in the State of Florida, at 633 N.E. 167 Street, #622, Miami, FL 33162, and CENTURY INTERNATIONAL, INC., a Florida corporation, hereinafter called "INTERNATIONAL", and a majority of the directors thereof, with its principal office in the State of Florida, at 633 N.E. 167 Street, #622, Miami, FL 33162, both corporations being hereinafter collectively called "CONSTITUENT CORPORATIONS".

WHEREAS, CENTURY is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, international IS A CORPORATION DULY ORGANIZED AND EXISTING UNDER TH ELAWS OF THE State of Florida; and

WHEREAS, the Boards of Directors of the CONSTITUENT CORPORATIONS deem it advisable that these corporations merge and they have duly approved and authorized the form of this Agreement of Merger; and

WHEREAS, the laws of the State of Florida permit such a merger, and the CONSTITUENT CORPORATIONS desire to merge under and pursuant to the provisions of the laws of Florida;

## Merger Agreement

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that CENTURY INTERNATIONAL, INC., be and it is hereby merged into CENTURY MANAGEMENT SOLUTIONS, INC., which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1. NAME OF SURVIVING CORPORATION: The name of the corporation, which is hereinafter referred to as the "SURVIVING CORPORATION", shall, from and after the effective date of the merger, be CENTURY MANAGEMENT SOLUTIONS, INC.

2. OFFICE OF SURVIVING CORPORATION: The principal office of the SURVIVING CORPORATION in Florida shall be located in unincorporated Miami-Dade County, State of Florida. The name of its resident agent is CHRISTOPHER P. KELLEY, whose address is 11098 Biscayne Boulevard, Suite 205, City of Miami, County of Miami-Dade, State of Florida. The address of the principal office of the SURVIVING CORPORATION is 633 N.E. 167 Street, #622, in the City of Miami, County of Miami-Dade, State of Florida 33162.

3. PURPOSES OF SURVIVING CORPORATION: The nature of the business of the SURVIVING CORPORATION and the objects and purposes to be transacted, promoted, or carried on by it, are as follows:

- A. To provide cleaning and maintenance services;
- B. To provide security service

## Merger Agreement

C. To subscribe for, purchase, or otherwise acquire, own, hold, invest in, sell, assign, transfer, exchange, pledge, mortgage, grant security interest in, or otherwise deal and trade in or with shares of stock, bonds, coupons, promissory notes, pledges, obligations, contracts, leases, evidences of debt, or securities of any company, corporation, or association, domestic or foreign.

D. To receive, collect, hold, and dispose of interest, dividends, and income, of and from any of the shares of stock, bonds, coupons, promissory notes, pledges, obligations, contracts, leases, evidences of debt, securities, or other property held or owned by it.

E. To apply for, obtain, register, purchase, lease, or by any other means acquire, hold, own, use, develop, introduce, grant licenses in respect of, or otherwise turn to account, sell, assign, lease, mortgage, or otherwise dispose of Letters Patent of the United States or of any foreign country, patents, patent rights, licenses, privileges, inventions, improvements, formulas, secret processes, copyrights, trademarks, and trade names, and pending applications therefore and renewals thereof and any interest therein which may relate to or be useful in connection with any business of the Corporation, and to expend money in experimenting upon, testing, developing, and improving or seeking to improve the same.

F. To undertake and carry on any lawful business anywhere and generally to institute, enter into, carry on, assist, promote, and participate in commercial, mercantile, industrial, financial, and other businesses, works, contract, syndicates,

## Merger Agreement

underwritings, and other financial operations, and to act as brokers and financial agents of any individual, firm, corporation, or association; and to aid in any manner any corporation, association, or enterprise whose bonds or other obligations are held by this Corporation or in which this Corporation is in any way interested; and to merge or consolidate with any corporation in such manner as may be permitted by law.

G. To issue bonds, debentures, or obligations of this Corporation, and borrow money on the note or notes of this Corporation for any of the objects or purposes of the Corporation and to secure the same by pledge, mortgage, deed, security interest, or trust or otherwise of any property, real or personal, of every kind and nature at any time owned by the Corporation.

H. To purchase, hold, sell, and transfer the shares of its own capital stock, provided that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly; and provided further that the rights of creditors shall not thereby be affected.

I. To do all and everything necessary, suitable, convenient, or proper for the accomplishment or any of the purposes or the attainment of any one or more of the objects herein enumerated, or incidental to the powers herein named, or which shall at any time appear conducive or expedient for the benefit or protection of the Corporation, to the same extent and as fully as natural persons might or could do, with all the powers now or hereafter conferred by the laws of the State of Florida upon corporations incorporated under the laws thereof.

## Merger Agreement

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Corporation.

4. CAPITALIZATION OF SURVIVING CORPORATION: The total number of shares of stock which the SURVIVING CORPORATION shall be authorized to issue is 7,500 shares of common stock of \$1.00 par value. Holders of stock of the SURVIVING CORPORATION shall have no preemptive right to subscribe for any additional share of stock or the securities of the SURVIVING CORPORATION convertible into common stock or any other securities of the SURVIVING CORPORATION.

5. BY-LAWS OF SURVIVING CORPORATION: The By-laws of CENTURY as they shall exist upon the effective date of the merger, shall be and remain and continue to be the By-laws of the SURVIVING CORPORATION until they shall be altered, amended, or repealed as therein provided.

6. DIRECTORS AND OFFICERS:

A. Persons who are directors of CENTURY on the effective date of the merger shall be and remain and continue to be directors for the SURVIVING CORPORATION; such directors shall hold office until the first annual meeting of the shareholders of the SURVIVING CORPORATION after the effective date of the merger and until their respective successors are elected or appointed in the manner provided by the By-laws thereof. If on the effective date of the merger a vacancy shall exist in the Board of Directors of the SURVIVING CORPORATION, for any reason whatsoever, such

## Merger Agreement

vacancy may be filled by the Board of Directors of the SURVIVING CORPORATION as provided in the By-laws of the SURVIVING CORPORATION.

B. The first annual meeting of the shareholders of the SURVIVING CORPORATION after the effective date of the merger shall be the annual meeting provided for by the By-laws thereof for the year 2007.

C. All persons who, upon the effective date of the merger, shall be executive or administrative officers of CENTURY shall be and remain and continue to be the officers of the SURVIVING CORPORATION, subject to the provisions of the By-laws of the SURVIVING CORPORATION. The Board of Directors or the President of the SURVIVING CORPORATION may elect or appoint such additional officers as they may determine, subject to the provisions of the By-laws of the SURVIVING CORPORATION.

D. The officers and directors of the SURVIVING CORPORATION who will serve as hereinabove set forth, are as follows:

### Officers:

President	DAUDA SADIKU
Secretary	DAUDA SADIKU
Treasurer	DAUDA SADIKU

### Directors:

DAUDA SADIKU



## Merger Agreement

E. The first regular meeting of the Board of Directors of the SURVIVING CORPORATION after the effective date of the merger shall be held as soon as practicable thereafter.

### 7. EFFECTIVE DATE OF MERGER:

A. For all purposes for the laws of the State of Florida, this Agreement of Merger and the merger herein provided for shall become effective and the separate existence of CENTURY INTERNATIONAL, INC., a Florida corporation, except insofar as it may be continued by statute, shall cease as soon as: this Agreement of Merger shall have been adopted, approved, signed, and acknowledged in accordance with such laws. This Agreement of Merger and such certificates shall be filed in the Office of the Secretary of State of the State of Florida.

B. The corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of CENTURY shall continue unaffected and unimpaired by the merger hereby provided for; and the corporate identities, existences, purposes, powers, objects, franchises, rights, and immunities of CENTURY INTERNATIONAL, INC., shall be continued in and merged into CENTURY and CENTURY shall be fully vested therewith.

C. The date upon which this Agreement is signed in the offices mentioned above and upon which the CONSTITUENT CORPORATIONS shall so become a single corporation is the effective date of the merger.

### 8. CONVERSION OF SHARES: The manner of converting the shares

Merger Agreement

of the CONSTITUENT CORPORATIONS into shares of the SURVIVING CORPORATION shall be as set forth in this paragraph:

A. The manner and basis of converting the shares of CENTURY INTERNATIONAL, INC., into shares of the SURVIVING CORPORATION shall be as follows:

Immediately upon the effective date of the merger, each share of stock of CENTURY INTERNATIONAL, INC.'s outstanding in the hands of the public (being all of the shares of CENTURY INTERNATIONAL, INC., as treasury shares), ipso facto, without any action on the part of the holder thereof, shall automatically become and be converted into common stock of the SURVIVING CORPORATION, at the rate of One-Half (1/2) Share of common stock of the SURVIVING CORPORATION for each One (1) Share of the common stock of CENTURY INTERNATIONAL, INC.; and each outstanding certificate representing shares of common stock of CENTURY INTERNATIONAL, INC., shall thereupon be deemed for all corporate purposes (other than the payment of dividends) to evidence the ownership of the number of fully paid, non-assessable shares of common stock of the SURVIVING CORPORATION into which such shares of common stock of CENTURY INTERNATIONAL, INC., shall have been so converted.

B. Immediately upon the effective date of the merger, each share of stock of CENTURY MANAGEMENT SOLUTIONS, INC., outstanding in the hands of the public (being all of the shares of CENTURY outstanding, other than shares thereof held by CENTURY INTERNATIONAL, INC.), ipso facto, without any action on the part of the

## Merger Agreement

holder thereof, shall automatically become and be converted into common stock of the SURVIVING CORPORATION at the rate of One-Half ( $\frac{1}{2}$ ) Share of the voting common stock of the SURVIVING CORPORATION for each One (1) Share of the stock and One (1) Share of non-common stock of CENTURY MANAGEMENT SOLUTIONS, INC., respectively; and each outstanding certificate representing shares of stock of CENTURY MANAGEMENT SOLUTIONS, INC., shall thereupon be deemed for all corporate purposes (other than the payment of dividends) to evidence the ownership of the number of fully paid, non-assessable shares of common stock of the SURVIVING CORPORATION into which such shares of common stock of CENTURY MANAGEMENT SOLUTIONS, INC., shall have been so converted.

C. After the effective date of the merger and on or after the date fixed for such purpose by the Board of Directors of the SURVIVING CORPORATION, or by the Executive Committee of such Board of Directors, each holder of any outstanding certificate or certificates theretofore representing stock of CENTURY and INTERNATIONAL shall surrender the same to the SURVIVING CORPORATION, and such holder shall thereupon be entitled to receive in exchange a certificate or certificates representing the number of shares of common stock of the SURVIVING CORPORATION into which the shares of stock represented by the certificate or certificates so surrendered shall have been converted. If the holder of such an outstanding certificate or certificates shall not have surrendered the same, no dividends payable to the holders of record of common stock of the SURVIVING CORPORATION as of any date subsequent to the

## Merger Agreement

effective date of the merger shall be paid to such holder with respect to the number of shares of common stock of the SURVIVING CORPORATION represented by such outstanding certificate or certificates; but, upon surrender of such outstanding certificate or certificates, there shall be paid to the record holder of the certificate or certificates for common stock of the SURVIVING CORPORATION issued in exchange therefore the amount of dividends which theretofore have become payable with respect to the number of shares of common stock of the SURVIVING CORPORATION represented by the certificate or certificates issued in the exchange.

9. EFFECT OF MERGER: Upon this merger becoming effective:

A. The SURVIVING CORPORATION shall possess all the rights, privileges, powers, and franchises as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities, obligations, and duties of the CONSTITUENT CORPORATION, except as otherwise herein provided, and except as otherwise provided by law.

B. The SURVIVING CORPORATION shall be vested with all property, real, personal, or mixed, and all debts due to the CONSTITUENT CORPORATION on whatever account as well as all other things in action or belonging to the CONSTITUENT CORPORATION; and

C. All property, rights, privileges, powers, and franchises of the CONSTITUENT CORPORATION shall be thereafter as effectually the property of the SURVIVING CORPORATION as they were of the CONSTITUENT CORPORATION, but

## Merger Agreement

all rights of creditors and all liens upon any property of any of the CONSTITUENT CORPORATION shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the CONSTITUENT CORPORATION shall thenceforth attach to, and are hereby assumed by, the SURVIVING CORPORATION and may be enforced against it to the same extent as if such debts, liabilities, obligations, and duties had been incurred or contracted by it.

10. DELIVERY OF DEED AND INSTRUMENTS: From time to time as and when requested by the SURVIVING CORPORATION, or by its successors or assigns, each of the CONSTITUENT CORPORATION shall execute and deliver, or cause to be executed and delivered, all deed and other instruments and shall take, or cause to be taken, all such other and further actions as the SURVIVING CORPORATION may deem necessary and desirable in order more fully to vest in and confirm to the SURVIVING CORPORATION title to and possession of all the property, rights, privileges, powers and franchises referred to in paragraph 9 hereof, and otherwise carry out the intent and purpose of this Agreement of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

11. EXPENSES OF MERGER: The SURVIVING CORPORATION shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the

## Merger Agreement

merger.

12. CAPITAL AND LIFE OF SURVIVING CORPORATION: The minimum amount of capital with which the SURVIVING CORPORATION shall commence business is \$1,000.00. The SURVIVING CORPORATION is to have perpetual existence.

13. ABANDONMENT OF MERGER: This Agreement of Merger shall be submitted to the stockholders of the CONSTITUENT CORPORATION as provided by the applicable laws of the State of Florida, at meetings which shall be held on or about June 19, 2007, or at such dates as the Boards of Directors of the CONSTITUENT CORPORATION shall mutually approve; and upon the approval and adoption thereof, in the manner provided by such laws, by the holders of the outstanding shares of capital stock of the CONSTITUENT CORPORATION, shall be deemed and taken to be the Agreement of Merger and act of merger of the CONSTITUENT CORPORATION; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement of Merger may be terminated or abandoned before it becomes effective without further action or approval by the stockholders of the CONSTITUENT CORPORATION;

A. By mutual consent of the Board of Directors of the CONSTITUENT CORPORATION; or

B. By the Board of Directors of the CONSTITUENT CORPORATION in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

C. By the Board of Directors of any one of the CONSTITUENT

Merger Agreement

CORPORATION if any material litigation or claims shall be pending or threatened against litigations or claims shall be pending or threatened against or substantially affecting any of the CONSTITUENT CORPORATION or the SURVIVING CORPORATION or any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

14. OFFICES AND PLACE OF MEETINGS: Both the stockholders and directors of the SURVIVING CORPORATION may hold their meetings and the SURVIVING CORPORATION may have any office or offices in such place or places outside the State of Florida as the By-laws may provide and the SURVIVING CORPORATION may keep its books outside the State of Florida except as otherwise provided by law.

15. RIGHT TO AMEND CERTIFICATE OF INCORPORATION: T h i s Agreement of Merger shall constitute the Certificate of Incorporation of the SURVIVING CORPORATION from and after the effective date of the merger. The SURVIVING CORPORATION hereby reserves the right to amend, alter, change, or repeal any provision contained in its Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Florida and all rights conferred on stockholders therein are subject to this reservation.

IN WITNESS WHEREOF, CENTURY MANAGEMENT SOLUTIONS, INC.,  
has caused this Agreement of Merger to be signed in its corporate name by its President

Merger Agreement

and its corporate seal to be hereunto affixed and attested by its Secretary, and a majority of the directors of CENTURY INTERNATIONAL, INC., have hereunto set their hands under its corporate seal, attested by its Secretary, all as of the day and year first above written.

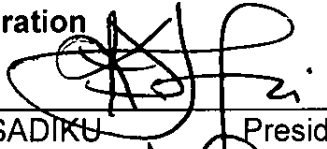
**CENTURY MANAGEMENT SOLUTIONS, INC.,  
a Florida corporation**

BY: \_\_\_\_\_  
DAUDA SADIKU President

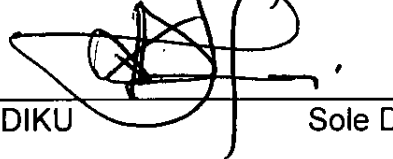
ATTEST: \_\_\_\_\_  
DAUDA SADIKU Secretary

\_\_\_\_\_  
DAUDA SADIKU Sole Director

**CENTURY INTERNATIONAL, INC.,  
a Florida corporation**

BY: \_\_\_\_\_  
DAUDA SADIKU President

ATTEST: \_\_\_\_\_  
DAUDA SADIKU Secretary

\_\_\_\_\_  
DAUDA SADIKU Sole Director



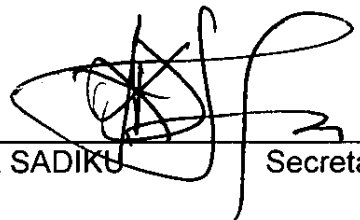
Merger Agreement

**CERTIFICATE OF THE SECRETARY  
OF  
CENTURY MANAGEMENT SOLUTIONS, INC.**

I, DAUDA SADIKU, of the City of Miami, County of Miami-Dade, State of Florida, hereby certify that I am the Secretary of CENTURY MANAGEMENT SOLUTIONS, INC., a Florida corporation, having its principal office at Miami, Florida; that at a meeting of the shareholder of the capital stock of that corporation, separately called for the purpose of considering the foregoing Agreement of Merger, held at the principal office thereof, in the 19<sup>th</sup> day of June, 2007, at which meeting a majority of the voting power of the corporation was present in person or represented by proxy, the foregoing Agreement of Merger was adopted by the vote of shareholder representing at least a majority of the voting power of the corporation.

I FURTHER CERTIFY that such meeting was duly and legally called and notified in accordance with the provisions of the laws of the State of Florida and that the action proposed to be taken at such meeting was specified in the Notice of the meeting.

DATED: June 19, 2007.

  
\_\_\_\_\_  
DAUDA SADIKU Secretary

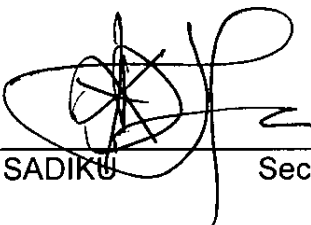
Merger Agreement

**CERTIFICATE OF THE SECRETARY  
OF  
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I, DAUDA SADIKU, of the City of Miami, County of Miami-Dade, State of Florida, hereby certify that I am the Secretary of CENTURY INTERNATIONAL, INC., a Florida corporation, having its principal office at Miami, Florida; that at a meeting of the shareholder of the capital stock of that corporation, separately called for the purpose of considering the foregoing Agreement of Merger, held at the principal office thereof, in the 19<sup>th</sup> day of June, 2007, at which meeting a majority of the voting power of the corporation was present in person or represented by proxy, the foregoing Agreement of Merger was adopted by the vote of shareholder representing at least a majority of the voting power of the corporation.

I FURTHER CERTIFY that such meeting was duly and legally called and notified in accordance with the provisions of the laws of the State of Florida and that the action proposed to be taken at such meeting was specified in the Notice of the meeting.

DATED: June 19, 2007.

  
\_\_\_\_\_  
DAUDA SADIKU Secretary