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Florida Department of State
Division of Corporations
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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

SADLON & ASSOCIATES, INC.

Certificate of Status	0
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H03000274678 9

ARTICLES OF MERGER

OF

SADLON & ASSOCIATES, INC.,
a Florida corporation

AND

SADLON & ASSOCIATES, INC.
a California corporation

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Sadlon & Associates, Inc., a Florida corporation ("Disappearing Corporation") with and into Sadlon California, Inc., a California corporation ("Surviving Corporation").
2. The Surviving Corporation subsequently filed, on August 27, 2003, a Certificate of Amendment of the Articles of Incorporation changing its name to Sadlon & Associates, Inc.
3. The shareholders entitled to vote on the aforesaid Agreement and Plan of Merger of Disappearing Corporation approved and adopted the Agreement and Plan of Merger at a meeting of said shareholders held on August 8, 2003.
4. The merger of Disappearing Corporation with and into Surviving Corporation is permitted by the laws of the jurisdiction of organization of Surviving Corporation and has been authorized in compliance with said laws. The date of approval and adoption of the Agreement and Plan of Merger by the shareholders of Surviving Corporation was August 8, 2003.

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IN WITNESS WHEREOF each of the parties hereto has caused these Articles of Merger to be signed on its behalf by its duly authorized representatives as of this 10th day of Sept., 2003.

"Surviving Corporation"

SADLON & ASSOCIATES, INC.,
a California corporation

By: 

Name: Elizabeth Ann Sadlon
Title: President and Secretary

Address:

Sadlon & Associates, Inc.
1146 North Central Avenue #537
Glendale, CA 91202

"Disappearing Corporation"

SADLON & ASSOCIATES, INC.,
a Florida corporation

By: 

Name: Elizabeth Ann Sadlon
Title: President and Secretary

Address:

Sadlon & Associates, Inc.
1146 North Central Avenue #537
Glendale, CA 91202

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SECRETARY OF STATE

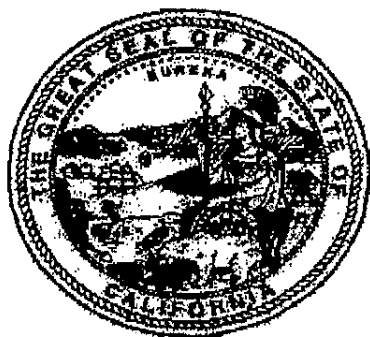


I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 8 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 18 2003



Kevin Shelley
Secretary of State

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ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AUG 11 2003

AGREEMENT AND PLAN OF MERGER**KEVIN SHELLEY**
Secretary of State

This Agreement and Plan of Merger (this "Agreement") is entered into as of August 8, 2003, by and between Sadlon & Associates, Inc., a Florida corporation ("Disappearing Corporation") and Sadlon California, Inc., a California corporation ("Surviving Corporation," and together with Disappearing Corporation, "Constituent Entities").

WHEREAS, Elizabeth A. Sadlon is the sole shareholder and sole director of Disappearing Corporation and Surviving Corporation;

WHEREAS, the sole shareholder and sole director of Surviving Corporation and Disappearing Corporation deems it advisable and in the best interests of Surviving Corporation and Disappearing Corporation that Disappearing Corporation merge with and into Surviving Corporation (the "Merger"), under and pursuant to the provisions of the California Corporations Code (the "CCC") and the Florida Business Corporation Act ("FBC"), with Surviving Corporation continuing as the surviving corporation under its present name and governed by the CCC;

WHEREAS, the sole shareholder and sole director of Surviving Corporation and Disappearing Corporation has approved the Merger;

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties, covenants, agreements and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the purpose of prescribing certain terms and conditions of the Merger, including the mode of carrying the Merger into effect, and such other details and provisions as are deemed necessary or desirable or required by the CCC, the parties hereby agree as follows:

1. Merger. In accordance with the provisions of this Agreement and the applicable provisions of the CCC and the FBC, Disappearing Corporation shall be merged with and into Surviving Corporation. At the Effective Time (as defined in Section 2 below), Surviving Corporation shall be the surviving corporation and the separate existence of Disappearing Corporation shall cease, and Surviving Corporation shall succeed, without other transfer, to all of the rights and properties of Disappearing Corporation and shall be subject to all of the debts and liabilities thereof in the same manner as if Surviving Corporation had incurred them. At the Effective Time, Surviving Corporation shall continue its corporate existence as a California corporation.

2. Filing; Effective Time. The Merger shall become effective in the manner prescribed by law. The time and date at which the Merger so becomes effective is referred to herein as the "Effective Time."

3. Cancellation and Retirement of Interests. All of the shares of the sole shareholder of Disappearing Corporation issued and outstanding immediately prior to the Effective Time shall immediately after the Effective Time no longer be outstanding and shall automatically be converted into the right to receive an aggregate of one hundred (100) shares of the common stock of the Surviving Corporation.

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4. Articles and Bylaws of Surviving Corporation. The Articles of Incorporation and Bylaws of Surviving Corporation in effect immediately prior to the Effective Time shall continue to be the Articles of Incorporation and Bylaws of Surviving Corporation unless and until thereafter amended and changed in accordance with the provisions of the CCC. The directors and officers of Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of Surviving Corporation until such time as their successors are duly elected and qualified or until their tenure is otherwise terminated in accordance with the Bylaws of Surviving Corporation.

5. Internal Revenue Code. The parties hereto intend that the transactions contemplated by this Agreement shall be treated as a reorganization within the meaning of Section 368 of the Internal Revenue Code, as amended.

6. Miscellaneous.

6.1 Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered in person, and on the date of receipt, if sent by facsimile transmission (with telephonic and mail confirmation) or by nationally recognized overnight carrier service (e.g., Federal Express or United Parcel Service), and five (5) business days after mailing by United States mail, certified or registered with return receipt requested, addressed to the parties at their addresses set forth below their respective signatures on the signature pages thereto. Any party may change its address for notices by giving notice of such change in accordance with the foregoing procedures. Any notice not sent in accordance with the foregoing shall be deemed given on the date of actual receipt.

6.2 Expenses. Each party is responsible for its own expenses hereunder. No party may impose any costs or expenses on the other party other than those expressly set forth in this Agreement.

6.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one instrument.

6.4 Amendments; Waiver. This Agreement may be amended or modified, and the obligations of the parties hereto may be waived, only by an agreement in writing signed by each of the parties hereto and consistent with §1104 of the CCC. The waiver by either party of any provision, nonperformance or any breach of any provision of this Agreement will not constitute a waiver of any subsequent nonperformance or other breach of the same or any other provision.

6.5 Severability. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions hereof.

6.6 Headings. The section headings of this Agreement are for reference only and shall not be of any force and effect.

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6.7 Facsimile. This Agreement may be executed and delivered by facsimile, which the parties agree shall have the same legal effect as if the parties had delivered copies bearing original signatures.


6.8 Governing Law. This Agreement will be governed by the internal laws of the State of California without giving effect to any principles of conflicts of laws thereof.

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IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed on its behalf by its duly authorized representatives as of the date first written above.

"Surviving Corporation"

SADLON CALIFORNIA, INC.
a California corporation


By: 
Name: Elizabeth Ann Sadlon
Title: President and Secretary

Address:

SADLON CALIFORNIA, INC.
1146 North Central Avenue #537
Glendale, CA 91202

"Disappearing Corporation"

SADLON & ASSOCIATES, INC.,
a Florida corporation

By: 
Name: Elizabeth Ann Sadlon
Title: President and Secretary

Address:

Sadlon & Associates, Inc.
1146 North Central Avenue #537
Glendale, CA 91202

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**OFFICERS' CERTIFICATE
OF
SADLON CALIFORNIA, INC.,
a California corporation**

The undersigned, Elizabeth Ann Sadlon ("Sadlon"), hereby certifies on behalf of Sadlon California, Inc., a California corporation ("Surviving Corporation"), that:

1. She is the duly elected, acting and qualified President and Secretary and the sole director and sole shareholder of Surviving Corporation.
2. Surviving Corporation has one authorized class of shares, consisting of 1,000 shares of common stock, of which 100 shares are issued and outstanding.
3. The Agreement and Plan of Merger in the form attached was approved by the sole director and sole shareholder of Surviving Corporation in accordance with the California Corporations Code.

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The undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of her own knowledge. Executed in Los Angeles, California, on August 11, 2003

By: 
Elizabeth Ann Sadlon,
President and Secretary

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**OFFICERS' CERTIFICATE
OF
SADLON & ASSOCIATES, INC.,
a Florida Corporation**


Elizabeth Ann Sadlon ("Sadlon") hereby certifies on behalf of Sadlon & Associates, Inc.,
a Florida corporation ("Disappearing Corporation), that:

1. That she is the duly elected, acting and qualified President and Secretary and the
sole director and sole shareholder of Disappearing Corporation.
2. Disappearing Corporation has one authorized class of shares, consisting of 500
shares of common stock of which 500 are issued and outstanding.
3. The Agreement and Plan of Merger in the form attached was duly approved by
the sole director and sole shareholder of Disappearing Corporation in accordance with the
Florida Business Corporation Act.

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The undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of her own knowledge. Executed in Los Angeles, California, on August 11, 2003

By: 
Elizabeth Ann Sadlon,
President and Secretary



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