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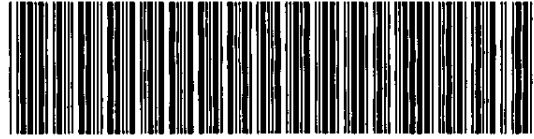
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C. Lewis
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November 19, 2014

Via Federal Express

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: DLM Properties, Inc. with Waterfall Industries, Inc.
Surviving Party: Waterfall Industries, Inc.

To Whom It May Concern:

With reference to the above matter, enclosed for filing please find:

1. Original Articles of Merger for DLM Properties Inc., with and into Waterfall Industries, Inc., dated October 27, 2014.
2. Original Agreement and Plan of Merger dated October 27, 2014.
3. Check in the sum of \$78.75 representing the filing fee and fee for obtaining certified copy.

We also enclosed a self-addressed stamped envelope for your convenience in returning the certified copy to our office.

Thank you for your assistance in this regard.

Yours very truly,



MARGARET A. WHARTON

MAW/klw

SECRETARY OF STATE
DIVISION OF CORPORATIONS
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ARTICLES OF MERGER FOR
DLM PROPERTIES, INC., 58P00000017741
WITH AND INTO WATERFALL INDUSTRIES, INC. 556378

Pursuant to the provisions of Sections 607.1101, *et seq.*, Florida Statutes, WATERFALL INDUSTRIES, INC., a Florida corporation, as the Surviving Corporation in a Merger, hereby submits the following Articles of Merger:

1. **Parties to the Merger:** The names of the entities which are parties to the merger (the "Merger") contemplated by these Articles of Merger are DLM PROPERTIES, INC., a Florida corporation (the "Merging Corporation"), and WATERFALL INDUSTRIES, INC., a Florida corporation. The Surviving Corporation in the Merger is "WATERFALL INDUSTRIES, INC.", a Florida corporation (the "Surviving Corporation").
2. **Plan of Merger:** The plan of the Merger is set forth in an Agreement and Plan of Merger, dated as of OCTOBER 27, 2014, between the Merging Corporation and the Surviving Corporation (the "Agreement of Merger"), a copy of which is attached hereto.
3. **Adoption of Merger:** On October 27th, 2014, the Agreement of Merger was approved by (a) all of the Shareholders and by the Board of Directors of the Merging Corporation in accordance with the applicable provisions of the Florida Business Corporation Act, Florida Statutes, Chapter 607, and (b) all of the Shareholders and by the Board of Directors of the Surviving Corporation in accordance with the Florida Limited Liability Act, Florida Statutes, Chapter 607.
4. **Effective Date:** The Merger shall become effective on the date that the Articles of Merger are filed with the Florida Secretary of State.

SURVIVING CORPORATION:

WATERFALL INDUSTRIES, INC.
A Florida corporation

By: Anthony Diottavio
ANTHONY DIOTTAVIO, President

MERGING CORPORATION:

DLM PROPERTIES, INC.,
A Florida corporation

By: Anthony Diottavio
ANTHONY DIOTTAVIO, President

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Merger
DLM-WatF

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 27th day of October, 2014, by and between DLM PROPERTIES, INC., a Florida corporation, with its principal office located at 915 Cornwall Road, Sanford, Florida 32773 (hereinafter referred to as the "Merging Corporation"), and WATERFALL INDUSTRIES, INC., a Florida corporation, with its principal office located at 915 Cornwall Road, Sanford, Florida 32773 (hereinafter referred to as the "Surviving Corporation").

WITNESSETH

WHEREAS, the Merging Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Florida, and

WHEREAS, pursuant to duly authorized action by the Board of Directors and Shareholders of the Merging Corporation and of the Surviving Corporation, both Corporations have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 607.1101 of the Florida Business Corporation Act;

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Corporation and the Surviving Corporation hereby agree as follows:

1. Surviving Corporation: The name and jurisdiction of the surviving corporation is:

WATERFALL INDUSTRIES, INC.
915 Cornwall Road
Sanford, Florida 32773

2. Merging Corporation: The name and jurisdiction of the merging corporation is:

DLM PROPERTIES, INC.
915 Cornwall Road
Sanford, Florida 32773

3. Terms and Conditions of the Merger: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation, or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(a) The Merging Corporation and the Surviving Corporation agree that the Merging Corporation shall be merged with and into the Surviving Corporation, WATERFALL INDUSTRIES, INC., as a single surviving Corporation, upon the terms and conditions set forth in this Agreement and that the Surviving Corporation continue under the laws of the State of Florida as the Surviving Corporation. As of the Effective Date, the separate existence of DLM PROPERTIES, INC. shall cease, and the Surviving Corporation shall succeed to all rights, ownership, privileges, immunities, franchises and all of its property, 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 property of the Merging Corporation shall be impaired by the merger. In addition, the Surviving Corporation shall be fully vested in the Merging Corporation's rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities and duties, as more particularly set forth in the Florida Business Corporation Act.

(b) The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Corporation as the Surviving Corporation.

(c) The Surviving Corporation shall remain a Florida corporation. The names and addresses of both the Shareholders and the Board of Directors are the same and are as follows:

ANTHONY DIOTTAVIO
675 Niblick Lane
Wallingford, PA 19086

GLEN MOLLER
215 Juniper Ridge Ct.
Sanford, FL 32771

ANTHONY LUPO
85 Ave De La Mar Unit 605
Palm Coast, FL 32137

(d) Articles of Incorporation and Bylaws: The Articles of Incorporation and Bylaws of the Surviving Corporation shall continue on and after the Effective Date as the Bylaws of the Surviving Corporation.

(e) Each and every share of common stock of the Merging Corporation and each right to acquire shares of common stock or other securities of the Merging Corporation shall be converted into and exchanged for common stock in the Surviving Corporation and all shares of common stock and each right to acquire shares of common stock or other securities of the Merging Corporation shall be cancelled and no longer be issued or outstanding.

(f) All agreements by and among the Shareholders and Directors of the Surviving Entity shall remain in full force and effect.

(g) The Shareholders of the Surviving Corporation shall remain the Shareholders of the Surviving Corporation.

(h) If at any time after the Effective Date, the Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments and assurances or any further action is necessary or desirable to carry out the provisions of this Agreement, the appropriate officers of the Surviving Corporation and/or the Merging Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Corporation, any and all property conveyances, agreements, documents, instruments and assurances and perform all necessary or proper acts to vest, perfect, confirm or record such title thereto in the Surviving Corporation, or to otherwise carry out the provisions of this Agreement.

4. Effective Date of the Merger: The Merger shall be effective on the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

5. Approval: The Merger contemplated by this Agreement has previously been submitted to and approved by the respective Board of Directors and Shareholders, of the Merging Corporation and the Surviving Corporation. Subsequent to the execution of this Agreement by the fully authorized officers the Merging Corporation and the Surviving Corporation, such officers of the Merging Corporation and the Surviving Corporation shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

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6. Miscellaneous.

(a) **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the Shareholders of the Merging Corporation and the Shareholders of the Surviving Corporation, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

7. Complete Agreement. This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

IN WITNESS WHEREOF, DLM PROPERTIES, INC., and WATERFALL INDUSTRIES, INC., have caused this Agreement to be executed by each of their duly authorized Presidents, pursuant to the direction of their Shareholders and Board of Directors as of the date first above written.

Dated: 10/27/, 2014.

WATERFALL INDUSTRIES, INC.
a Florida corporation:

By: Anthony DiOttavio
ANTHONY DIOTTAVIO
President

DLM PROPERTIES, INC.
a Florida corporation:

By: Anthony DiOttavio
ANTHONY DIOTTAVIO
President