

V09912



FILED  
97 SEP 16 AM 11:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032  
REFERENCE : 530254 4724383  
AUTHORIZATION : Patricia Pizzuto  
COST LIMIT : \$ 70.00

ORDER DATE : September 15, 1997  
ORDER TIME : 10:50 AM  
ORDER NO. : 530254-005  
CUSTOMER NO: 4724383

*merge*

9/15/97

CUSTOMER: Solomon Liss, Esq  
Zivyak Klein & Liss  
18 East 41st St  
10th Fl  
New York, NY 100170000

400002294414--0

ARTICLES OF MERGER

TOPSVILLE, INC.

INTG 9/30/97

TOPSVILLE, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY  
 PLAIN STAMPED COPY

*POH*  
*POH*  
*POH*  
*POH*

CONTACT PERSON: Christopher Smith  
EXAMINER'S INITIALS: \_\_\_\_\_

RECEIVED  
97 SEP 16 AM 11:34  
DIVISION OF CORPORATION

\*02250, 00524, 00672

V09912

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

TOPSVILLE, INC., a California corporation not authorized to transact business in Florida

INTO

TOPSVILLE, INC., a Florida corporation, V09912.

File date: September 16, 1997 , effective September 20, 1997

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 70.00



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
Secretary of State

September 17, 1997

CSC  
1201 Hays Street  
Atten: Christopher Smith  
Tallahassee, FL 32301

**SUBJECT: TOPSVILLE, INC.**  
Ref. Number: V09912

## **RESUBMIT**

**Please give original  
submission date as file date.**

We have received your document for TOPSVILLE, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

Please list the directors of the surviving corporation since its states that the Board of Directors of the surviving shall be the persons who were the directors and officers of the merged corporation. The merged corporation is not qualified to transact business in Florida so we do not know who those directors and officers are.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Hogan  
Corporate Specialist

Letter Number: 197A00046186

97 SEP 22 PM 3:26  
DIVISION OF CORPORATIONS

ARTICLES OF MERGER

EFFECTIVE DATE  
9/20/97

OF  
TOPSVILLE, INC., a California Corporation

AND  
TOPSVILLE, INC., a Florida Corporation

FILED  
97 SEP 16 AM 11:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To the Secretary of State  
State of Florida

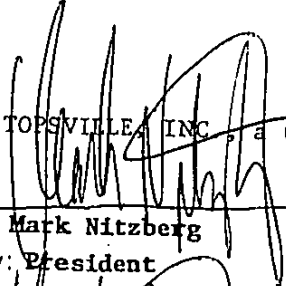
Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging TOPSVILLE, INC., a California Corporation with and into TOPSVILLE, INC., a Florida Corporation.
2. The merger of TOPSVILLE, INC. (CA) with and into TOPSVILLE, INC. (FLA) is permitted by the laws of the jurisdiction of organization of TOPSVILLE, INC. (CA) and is in compliance with said laws. The date of adoption of the Plan of Merger by the shareholders of TOPSVILLE, INC. (CA) was August 29, 1997.
3. The shareholders of TOPSVILLE, INC. (FLA) entitled to vote thereon approved and adopted the aforesaid Plan of Merger in accordance with the provisions of the Florida Business Corporation Act on August 29, 1997.
4. The effective time and date of the merger herein provided for in the State of Florida shall be 9:00 a.m. on September 20, 1997.

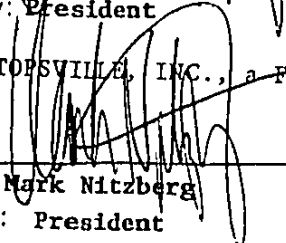
Executed on August 29, 1997.

The director of the surviving corporation is Mark Nitzberg, whose business address is 11800 Northwest 102nd Road, Medley, Florida 33178.

TOPSVILLE, INC. a California Corporation

By:   
Name: Mark Nitzberg  
Capacity: President

TOPSVILLE, INC., a Florida Corporation

By:   
Name: Mark Nitzberg  
Capacity: President

PLAN OF MERGER adopted for TOPSVILLE, INC. , a business corporation organized under the laws of the State of California , by resolution of its Board of Directors on August 29, 1997, and adopted for TOPSVILLE, INC. , a business corporation organized under the laws of the State of Florida, by resolution of its Board of Directors on August 29, 1997. The names of the corporations planning to merge are TOPSVILLE, INC. a business corporation organized under the laws of the State of California , and TOPSVILLE, INC. , a business corporation organized under the laws of the State of Florida. The name of the surviving corporation into which TOPSVILLE, INC. (CA) plans to merge is TOPSVILLE, INC.

1. TOPSVILLE, INC. (CA) and TOPSVILLE, INC. (FLA) , shall, pursuant to the provisions of the laws of the State of California and the provisions of the Florida Business Corporation Act, be merged with and into a single corporation, to wit, TOPSVILLE, INC. which shall be the surviving corporation at the effective time and date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the Florida Business Corporation Act. The separate existence of TOPSVILLE, INC. (CA) , which is sometimes hereinafter referred to as the "non-surviving corporation", shall cease at the effective time and date of the merger in accordance with the laws of the jurisdiction of its organization.
2. The Articles of Incorporation of the surviving corporation at the effective time and date of the merger shall be the Articles of Incorporation of said surviving corporation, and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida Business Corporation Act.
3. The present by laws of the surviving corporation will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Business Corporation Act.
4. The directors and officers in office of the surviving corporation at the effective time and date of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.
5. Each issued share of the non-surviving corporation immediately prior to the effective time and date of the merger shall at the effective time and date of merger be converted into 1 share of the surviving corporation. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the effective time and date of the merger shall continue to represent one issued share of the surviving corporation.

6. The merger of the non-surviving corporation with and into the surviving corporation shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the non-surviving corporation, and the Plan of Merger herein made and approved shall be submitted to the shareholders of the surviving corporation for their approval or rejection in the manner prescribed by the provisions of the Florida Business Corporation Act.

7. In the event that the merger of the non-surviving corporation with and into the surviving corporation shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the non-surviving corporation, and in the event that the Plan of Merger shall have been approved by the shareholders entitled to vote of the surviving corporation in the manner prescribed by the provisions of the Florida Business Corporation Act, the non-surviving corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of California and of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Board of Directors and the proper officers of the non-surviving corporation and of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

AGREEMENT OF MERGER, dated the 29<sup>th</sup> day of August, 1997, between TOPSVILLE, INC., a California corporation, herein sometimes called the California Corporation, and all of its Directors, and TOPSVILLE, INC., a Florida corporation herein called the Florida Corporation, and all of the Directors thereof, the two corporations being hereinafter sometimes called the Constituent Corporations.

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and generally to the welfare of the Constituent Corporations that the California Corporation be merged into the Florida Corporation under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the States of Florida and California, and

WHEREAS, the California Corporation has an authorized capital stock consisting of 500 shares of Common Stock with a par value of 100 per share, of which 44 shares are now issued and outstanding, and the Florida Corporation has an authorized capital stock consisting of 1,000 shares of Common Stock with a par value of \$1.00 per share, of which 44 shares, excluding shares held in the treasury, were issued and outstanding at the close of business on 8/29, 1997.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants, and provisions hereinafter set forth, the parties hereto agree that the California Corporation shall be merged into the Florida Corporation and hereby agree upon and prescribe the terms and conditions of such merger and the manner of carrying the same into effect, as follows:

1. **Surviving Corporation.** The California Corporation is hereby merged into the Florida Corporation, the Florida Corporation hereby merges the

California Corporation into itself, and the Florida Corporation shall be the surviving corporation, a single corporation organized under the laws of Florida with the name of TOPSVILLE, INC., herein called the Surviving Corporation. The separate existence of Finance shall cease at the effective time of the merger, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement of Merger and except as continued in the Surviving Corporation.

2. **Articles of Organization of Surviving Corporation.** The facts required to be set forth in the Articles of Organization of a corporation organized under the laws of Florida and that can be stated in the case of a merger are set forth in the proposed Articles of Consolidation of the Florida Corporation and the California Corporation into the Surviving Corporation, a copy of which is annexed as Exhibit 1 hereto and incorporated herein by reference.

3. **Bylaws.** The Bylaws of the Florida Corporation at the effective time of the merger shall be the bylaws of the Surviving Corporation until altered or repealed as provided therein.

4. **Board of Directors and Officers.** The members of the Board of Directors and the officers of the Florida Corporation immediately after the effective time of the merger shall be those persons who were the members of the Board of Directors and the officers of the California Corporation immediately prior to the effective time of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

5. **Manner of Conversion.** At the effective time of the merger, and



without any action on the part of any holder thereof,

(a) each full share of Common Stock of the California Corporation exclusive of shares held in the treasury of the California Corporation shall be converted into and become one full share of Common Stock of the Surviving Corporation, each fractional share of Common Stock, exclusive of fractional shares held in the treasury of the California Corporation shall be converted into and become an equivalent fractional share of Common Stock of the Surviving Corporation and;

(b) each full or fractional share of Common Stock of the Florida Corporation held in its treasury and the initially issued 100 shares of Common Stock of the California Corporation then outstanding shall be cancelled and extinguished and all rights with respect thereto shall cease and determine, the Surviving Corporation to pay the holder of such initially issued 100 shares the sum of \$100 against surrender of the certificate therefor. Upon approval of the Agreement of Merger by the requisite vote of not less than two-thirds in interest of the shareholders of the Constituent Corporations, the stock transfer books of the California Corporation will be closed so as to fix the shareholders entitled to participate in the merger.

6. **Rights of Shareholders.** After the effective time of the merger, each holder of a certificate of certificates which theretofore represented shares of Common Stock of the California Corporation shall cease to have any rights as a shareholder of the California Corporation shall for all purposes represent an equal number of shares of Common Stock of the Surviving Corporation. After the effective time of the merger, any holder of a certificate or certificates which theretofore represented shares of Common Stock of the California Corporation may, but shall not

be required to, surrender the same to the Transfer Agent of the Surviving Corporation, and shall thereupon be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the shares of Common Stock of the California Corporation theretofore represented by such certificate or certificates shall have been converted.

7. **Rights and Liabilities of Surviving Corporation.** At and after the effective time of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the Constituent Corporations all debts due to either of the Constituent Corporations on whatever account shall be vested in the Surviving Corporation all claims, demands, property, rights, privileges, powers, and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger all debts, liabilities, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it and the Surviving Corporation shall indemnify and hold harmless the officers and

directors of each of the Constituent Corporations against all such debts, liabilities, and duties and against all claims and demands arising out of the merger.

8. **Further Assurances of Title.** As and when requested by the Surviving Corporation or by its successors or assigns, the California Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein provided for an otherwise to carry out the intent and purposes hereof, and the officers and directors of Finance and the officers and directors of the Surviving Corporation are fully authorized in the name of Finance or otherwise to take any and all such action.

9. **Service of Process on Surviving Corporation.** The Surviving Corporation agrees that it may be served with process in the State of California in any proceeding for enforcement of any obligation of the California Corporation, as well as for the enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings and hereby irrevocably appoints the Secretary of State of California as its agent to accept service of process in any suit or other proceeding. Copies of such process shall be mailed to TOPSVILLE, INC., 11800 N.Y. 102 Road, Medley, Florida 33178, until further notice.

10. **Effective Time of Merger.** This Agreement of Merger shall be

submitted to the shareholders of each of the Constituent Corporations as provided by law. The merger shall take effect at the time, herein sometimes called the effective time of the merger, of the happening of whichever of the following events happens last:

(a) the filing in the office of the Secretary of State of Florida of Articles of Consolidation of the Florida Corporation and the California Corporation into the Surviving Corporation pursuant to the laws of Florida.

(b) the filing of this Agreement of Merger in the office of the Secretary of State of the State of California, pursuant to laws of California.

11. **Abandonment.** This Agreement of Merger may be abandoned (a) by either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the shareholders of both of the Constituent Corporations as provided by law, or (b) by the mutual consent of the Constituent Corporations, acting each by its Board of Directors, at any time after such adoption by such shareholders and prior to the effective time of the merger. In the event of abandonment of this Agreement of Merger pursuant to (a) above, notice thereof shall be given by the Board of Directors of the Constituent Corporation so terminating to the other Constituent Corporation, and thereupon, or abandonment pursuant to (b) above, this Agreement of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or shareholders.

12. **Plan of Reorganization.** This Agreement of Merger constitutes a Plan of Reorganization to be carried out in the manner, on the terms, and subject to

the conditions herein set forth.

13. **Expenses and Rights of Dissenting Shareholders.** The Surviving Corporation shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger, including amounts, if any, to which dissenting shareholders of the California Corporation may be entitled by reason of this merger. The Surviving Corporation will, in the manner prescribed by the law of California, within ten days after the filing and recording of this Agreement of merger pursuant to that law, notify every shareholder of the California Corporation whose shares were not voted in favor of the merger and who before the taking of the vote filed with the California Corporation a written objection to the merger, that this Agreement of Merger has been so filed and recorded. If any such shareholder shall, within 20 days after the date of mailing of such notice, demand in writing from the Surviving Corporation payment for his stock, the Surviving Corporation shall, within 30 days after the expiration of the period of 20 days, pay to him the value of his stock on the date of the recording of this Agreement of Merger, exclusive of any element of value arising from the expectation or accomplishment of the merger. If during such period of 30 days the Surviving Corporation and any such objecting shareholder fails to agree as to the value of such stock, any such shareholder or the Surviving Corporation may by petition filed within four months after the expiration of such period of 30 days demand a determination of the value of the stock of all such objecting shareholders by an appraiser to be appointed by that Court. Such appraisal proceedings and the rights thereunder of such shareholders and the Surviving Corporation shall in all respects be subject to and governed by the provisions of the law of California.

IN WITNESS WHEREOF, each of the Constituent Corporations, pursuant to authority duly granted by its Board of Directors, has caused this Agreement of Merger to be executed by a majority of its Directors and its corporate seal to be hereunto affixed.

TOPSVILLE, INC., A California Corporation

By:   
MARK NITZBERG, President

TOPSVILLE, INC., A Florida Corporation

By:   
MARK NITZBERG, President