

M83080

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Florida Department of State  
Division of Corporations  
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From: Account Name : AKERMAN SENTERFITT - TAMPA  
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MERGER OR SHARE EXCHANGE

Champ Products Inc.

EFFECTIVE DATE

1-1-09

Certificate of Status	0
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PAGE 001/001

T-779 P.002/011 F-027  
FLORIDA DEPT OF STATE



January 5, 2009

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

CHAMP PRODUCTS INC.  
2359 TRAILMATE DRIVE  
SARASOTA, FL 34243

SUBJECT: CHAMP PRODUCTS INC.  
REF: M83080

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

Please remove the comma from both corporation names throughout the document. The correct document number for Champ Industries Inc., is F98000069721.

The articles of merger you submitted were prepared in compliance with section 607.1109, Florida Statutes. Articles of Merger between two or more domestic profit corporations are filed pursuant to section 607.1105, Florida Statutes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6925.

Teresa Brown  
Regulatory Specialist II

FAX Aud. #: H08000281889  
Letter Number: 209A00000038

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P.001

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
CHAMP INDUSTRIES INC.  
WITH AND INTO  
CHAMP PRODUCTS INC.

EFFECTIVE DATE  
1-1-09

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "FBCA") pursuant to Section 607.1105, *Florida Statutes*.

**First:** The name and jurisdiction of the surviving corporation ("Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>
CHAMP PRODUCTS INC.	Florida	M83080

**Second:** The name and jurisdiction of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>
CHAMP INDUSTRIES INC.	Florida	P98000069721

**Third:** Effective on the Effective Date (as hereinafter defined), the Merging Corporation is merged with and into the Surviving Corporation and the separate corporate existence of the Merging Corporation shall hereupon cease. The Plan of Merger is attached hereto as Exhibit "A".

**Fourth:** The merger shall become effective as of 12:01 A.M., January 1, 2009 (the "Effective Date").

**Fifth:** The Plan of Merger was unanimously approved by the Board of Directors and the shareholders of the Merging Corporation in accordance with the FBCA on December 29, 2008 by written consent.

**Sixth:** The Plan of Merger was unanimously adopted by the Board of Directors and the shareholders of the Surviving Company in accordance with the FBCA on December 29, 2008, by written consent.

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger this 29 day of December, 2008.

**MERGING CORPORATION**

**SURVIVING CORPORATION**

CHAMP INDUSTRIES INC., a Florida corporation

CHAMP PRODUCTS INC., a Florida corporation

By:   
Stephen Shuster, President

By:   
Stephen Shuster, President

JAN-05-08 01:17PM FROM-

T-778 P.005/011 F-027

Exhibit "A"

See attached Plan of Merger

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T-778 P.006/011 F-027  
""

**AGREEMENT AND PLAN OF MERGER**

**By and Among**  
**CHAMP INDUSTRIES, INC., a Florida corporation,**  
**with and into**  
**CHAMP PRODUCTS, INC., a Florida corporation**

**Effective as of January 1, 2009**

(((H08000281889 3)))

### PLAN OF MERGER

PLAN OF MERGER (hereinafter called this "Agreement"), dated as of December <sup>29</sup> 2008, by and among CHAMP INDUSTRIES, INC., a Florida corporation ("Merged Corporation") and CHAMP PRODUCTS, INC., a Florida corporation ("Surviving Corporation").

#### RECITALS

WHEREAS, on or about December <sup>29</sup> 2008, the directors and shareholders of the Merged Corporation approved the merger of the Merged Corporation with and into the Surviving Corporation; and

WHEREAS, on or about December <sup>29</sup>, 2008, the directors and shareholders of the Surviving Corporation approved the merger of the Merged Corporation with and into the Surviving Corporation; and

WHEREAS, it is intended that, for federal income tax purposes, the Merger shall qualify as a statutory reorganization under the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code");

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

#### 1. THE MERGER; CLOSING; EFFECTIVE TIME

##### 1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as hereinafter defined), the Merged Corporation shall be merged with and into the Surviving Corporation and the separate corporate existence of the Merged Corporation shall thereupon cease. The Surviving Corporation shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"); and the separate corporate existence of the Surviving Corporation with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Florida Business Corporation Act (the "FBCA").

##### 1.2. Effective Time.

As soon as practicable, the Merged Corporation and Surviving Corporation will cause Articles of Merger reflecting the provisions set forth in this Agreement (the "Articles of Merger") to be executed by the Merged Corporation and Surviving Corporation and delivered for filing to the Department of State of the State of Florida (the "Florida Department") as provided in Section 607.1105 of the FBCA. The Merger shall become effective at 12:01 A.M. on January 1, 2009 (the "Effective Time").

## 2. ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

### 2.1. The Articles of Incorporation.

The articles of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation (the "Articles"). until duly amended as provided therein or by applicable law.

### 2.2. The Bylaws.

The bylaws of the Surviving Corporation in effect at the Effective Time shall be the bylaws of the Surviving Corporation (the "Bylaws"). until thereafter amended as provided therein or by applicable law.

## 3. OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

### 3.1. Directors.

The directors of Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the directors of the Merged Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws as in effect from time to time.

### 3.2. Officers.

The officers of the Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the officers of the Merged Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws.

## 4. EFFECT OF THE MERGER ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES

### 4.1. Effect on Capital Stock.

At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of the Merged Corporation each share of the Common Stock, par value \$1.00 per share, of the Merged Corporation ("Merged Corporation Stock") issued and outstanding immediately prior to the Effective Time shall be converted into; and become exchangeable for (the "Merger Consideration") 1 share(s), the "Stock Exchange Ratio") of Common Stock, no par value, of the Surviving Corporation ("Surviving Corporation Stock").



## 5. TERMINATION

### 5.1. Termination by Mutual Consent.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the approval by shareholders of the Merged Corporation or the Surviving Corporation, by mutual written consent of the Merged Corporation and Surviving Corporation by action of their respective Boards of Directors.

### 5.2. Termination by Either Surviving Corporation or the Merged Corporation.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of either Surviving Corporation or the Merged Corporation.

### 5.3. Effect of Termination and Abandonment.

In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Section 5, this Agreement shall become void and of no effect with no liability on the part of any party hereto (or of any of its directors, officers, employees, agents, legal and financial advisors or other representatives).

## 6. MISCELLANEOUS AND GENERAL

### 6.1. Modification or Amendment.

Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

### 6.2. Waiver of Conditions.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

### 6.3. Counterparts.

This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

### 6.4. Governing Law and Venue; Waiver of Jury Trial.

THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

6.5. Notices.

Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

if to Surviving Corporation:

2359 Trailmate Drive  
Sarasota, Florida 34243  
Attention: Stephen Shuster

if to the Merged Corporation:

2359 Trailmate Drive  
Sarasota, Florida 34243  
Attention: Stephen Shuster

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

6.6. Entire Agreement: No Other Representations.

This Agreement including any exhibits hereto constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

6.7. No Third Party Beneficiaries.

This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

6.8. Severability.

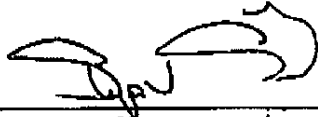
The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

6.9. Interpretation.


The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

**CHAMP INDUSTRIES INC., a Florida corporation**

By:   
Name: Stephen Shuster  
Title: President

**CHAMP PRODUCTS INC., a Florida corporation**

By:   
Name: Stephen Shuster  
Title: President