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Florida Department of State
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**MERGER OR SHARE EXCHANGE
WATERTITE PRODUCTS, INC.**

Certificate of Status	0
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7/19/2012

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Waterte Products, Inc.
Name of Surviving Party

Please return all correspondence concerning this matter to:

Suzanne Gilman

Contact Person

Waterte Products, Inc.

Firm/Company

455 W. Victoria St.

Address

Compton, CA 90220

City, State and Zip Code

suzanne.gilman@ipscorp.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Suzanne Gilman

at (310)

898-3305

Name of Contact Person

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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2012 JUL 19 PM 2:24

SECRETARY OF STATE
TALLAHASSEE FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
D-Rep Plastics, Inc.	Florida	Corporation
Shodor, Incorporated	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Watertite Products, Inc.	California	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:
Upon Filing

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Watertite Products, Inc.

455 W. Victoria Street




Compton, CA 90220

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
D-Rep Plastics, Inc.		Nick Cassella, President
Studor, Incorporated		Nick Cassella, President
Waterite Products, Inc.		Nick Cassella, President

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Rees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of July 13, 2012, by and among Watertite Products, Inc., a California corporation (the "Company") and the following corporations (each a "Merging Company" and collectively, the "Merging Companies") D-Rep Plastics, Inc., a Florida corporation and Studor, Incorporated, a Florida corporation (and, together with the Company, the "Parties").

RECITALS

WHEREAS, the Boards of Directors of each of the Merging Companies and the Company, having determined that it is advisable and in the best interests of the Parties, and their respective stockholders, that the Merging Companies be merged with and into the Company (the "Merger"), on the terms and subject to the conditions contained herein and in accordance with Section 607.1104 of the Florida Business Corporation Act (the "Florida Law") and Section 1110 of the California General Corporation Law (the "California Law"), have approved and adopted this Agreement;

WHEREAS, the Agreement has been approved by the unanimous written consent of the Board of Directors and the sole stockholders of the Merging Companies;

WHEREAS, the Agreement has been approved by the unanimous written consent of the Board of Directors and the sole stockholder of the Company; and

WHEREAS, each of Merging Companies and the Company intends that the Merger constitute a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and intending to be legally bound hereby, the Merging Subsidiaries and the Company hereby agree as follows:

ARTICLE I THE MERGER

Section 1.1 The Merger. In accordance with Florida Law and California Law, and subject to and upon the terms and conditions of the Agreement, the Merging Companies shall, at the Effective Time (as defined below), be merged with and into the Company, the separate corporate existence of each Merging Company shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") under its present name.

Section 1.2 Effective Time. The Merger shall become effective (the "Effective Time") upon the filing of the Articles of Merger in the State of Florida and upon the filing of the Agreement of Merger in the State of California.

Section 1.3 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Merging Companies or the Company, each share of capital stock of the Merging Subsidiaries issued and outstanding at the Effective Time shall automatically be cancelled without consideration and retired and cease to exist.

SD7916275.2

Section 1.4 Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of the Company shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law.

Section 1.5 Bylaws. At the Effective Time, the Bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

Section 1.6, Directors and Officers. The directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law, and the officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed.

Section 1.7. Tax Treatment. The Parties intend that the Merger be reported as a tax-free "plan of reorganization" within the meaning of Section 368(a) of the Code, as amended, for any and all federal and state income tax reporting purposes.

ARTICLE II CONDITIONS OF MERGER

Section 2.1 Conditions Precedent. The obligations of the Parties to consummate the Merger and the transactions contemplated by the Agreement shall be subject to fulfillment or waiver by the Parties at or prior to the Effective Time of each of the following conditions:

(a) no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order that is in effect shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality that prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby; and

(b) the Parties shall have taken all actions related to the due authorization of the Merger as may be required under Florida Law and the California Law,

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.1 Governing Law. The Agreement shall be governed by and construed and enforced under the laws of the State of Florida and California.

Section 3.2 Counterparts. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 3.3 Entire Agreement. The Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Merging Companies and the Company have caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

MERGING COMPANIES

D-REP PLASTICS, INC.,
a Florida corporation

By: ES
Name: Eric Bescooby
Title: Chief Executive Officer

STUDOR, INCORPORATED,
a Florida corporation

By: ES
Name: Eric Bescooby
Title: Chief Executive Officer

COMPANY

WATERTITE PRODUCTS, INC.,
a California corporation

By: ES
Name: Eric Bescooby
Title: Chief Executive Officer