

MAY 6 2008 3:39 PM S C NO. 032 P. 8/8

# F030000006113

Florida Department of State  
Division of Corporations  
Public Access System

## Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H08000122862 3)))



H080001228623ABC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : CORPORATION SERVICE COMPANY  
Account Number : I200000000195  
Phone : (850) 521-1000  
Fax Number : (850) 558-1575

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

08 MAY -6 PM 2:01

*Kimberly x2949*

## MERGER OR SHARE EXCHANGE

STELAR HOLDING CORP.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

*Merger*  
*10-5/7/08*

RECEIVED

2008 MAY -6 AM 8:00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

\* Called verified that  
the surviving corp  
was a qualified  
Foreign Corp. # F03-10113

**ARTICLES OF MERGER**

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
STELAR HOLDING CORP.	DELAWARE	F03000006113 (Foreign Qualified)

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
WDF HOLDING CORP.	FLORIDA	P05000011945

08 MAY -6 PM 2:07

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR        /        /        (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on XXXXXXXXXXXXXXXXXX.

The Plan of Merger was adopted by the board of directors of the surviving corporation on May 6, 2008 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 6, 2008.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on XXXXXXXXXXXXXXXXXX and shareholder approval was not required.

(Attach additional sheets if necessary)

NO. 032 P. 3/8

**Seventh: SIGNATURES FOR EACH CORPORATION**

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Jerusalem

**Lawrence Roman, Chief Executive Officer**

*[Handwritten signature]*

Stephen Kornfeld, Chief Executive Officer

[illegible]

H08000122862 3

**PLAN OF MERGER**  
between  
**STELAR HOLDING CORP.,**  
a Delaware corporation  
and  
**WDF HOLDING CORP.,**  
a Florida corporation

**Dated as of May 6, 2008**

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section 607.1107, Florida Statutes, is being submitted in accordance with section 607.1108, Florida Statutes.

**FIRST:** The exact name and jurisdiction of the merging corporation is as follows:

WDF Holding Corp., a Florida corporation ("WDF").

**SECOND:** The exact name and jurisdiction of the surviving corporation is as follows:

Stelar Holding Corp, a Delaware corporation ("Stelar"). Stelar and WDF are hereinafter sometimes collectively referred to as the "Constituent Corporations".

**THIRD:** The terms and conditions of the merger are as follows:

**ARTICLE I**  
**TERMS AND CONDITIONS**

1.1 Agreement to Merge. In accordance with the terms and conditions of this Agreement, the laws of the State of Delaware and the laws of the State of Florida, WDF shall be merged with and into Stelar (the "Merger").

1.2 Articles of Merger. The authorized officer of each of the Constituent Corporations shall execute one or more Articles of Merger in the form necessary to effect the Merger (the "Certificates of Merger") and shall deliver the applicable Certificates of Merger to the appropriate office or department of the jurisdiction of its incorporation.

1.3 Capitalization of Stelar. The authorized capital stock of Stelar consists of 1,000 shares of common stock, par value \$0.001 per share ("Stelar Shares").

1.4 Capitalization of WDF. The authorized capital stock of WDF consists of 1,000 shares of common stock, par value \$0.001 per share ("WDF Shares").

1.6 Effective Time. The Merger shall be effective immediately upon the filing of the applicable Certificate of Merger with the Department of State of the State of Florida (the "Effective Time"). The date during which the Effective Time occurs is referred to hereinafter as the "Effective Date".

1.7 Approvals. This Agreement shall be submitted to the Board of Directors and shareholders of WDF in accordance with the laws of the State of Florida, and for the Merger to become effective, must be adopted and approved by WDF's Board of Directors and a majority vote of the issued and outstanding WDF Shares entitled to vote thereon.

## ARTICLE II EFFECTS OF THE MERGER

- 2.1 Surviving Corporation. Stelar shall be the surviving corporation.
- 2.2 Merged Corporations. At the Effective Time, the separate existence of WDF shall cease.
- 2.3 Transfer of Assets and Assumption of Liabilities. At the Effective Time, all of the stocks, bonds, cash, investments, real and personal (tangible or intangible) property rights, privileges, immunities, powers and all other assets whatsoever of WDF shall vest in Stelar without further act or deed. Thereafter, Stelar shall be liable for all debts, obligations, liabilities and penalties of WDF as though each such debt, obligation, liability or penalty had been originally incurred by Stelar.
- 2.4 Surviving Shares. All Stelar Shares outstanding immediately prior to the Effective Time and all Stelar Shares held in treasury of Stelar shall survive the Merger. All WDF Shares outstanding immediately prior to the Effective Time and all WDF Shares held in the treasury of WDF shall be canceled and no cash, shares or other property shall be delivered in exchange therefor.

## ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 By WDF. WDF hereby makes the following representations and warranties to Stelar as of the date hereof:

- (a) Organization and Authorization. WDF is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted; and
- (b) Authority Relative to this Agreement. Subject to receipt of the approvals described in Sections 1.7 of this Agreement: (i) WDF has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) all actions necessary to be taken by it or on its behalf to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, have been duly and validly taken; and (iii) this Agreement has been duly and validly executed and delivered by it and, assuming due execution and delivery by Stelar, constitutes a valid and binding agreement enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally as at the time in effect and by general

principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

3.2 By Stelar. Stelar hereby makes the following representations and warranties to WDF as of the date hereof:

(a) Organization and Authorization. Stelar is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted; and

(b) Authority Relative to this Agreement. (i) Stelar has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) all actions necessary to be taken by it or on its behalf to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, have been duly and validly taken; and (iii) this Agreement has been duly and validly executed and delivered by it and, assuming due execution and delivery by WDF, constitutes a valid and binding agreement enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally as at the time in effect and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

#### ARTICLE IV MISCELLANEOUS

4.1 Amendment. This Agreement may be amended only by a writing executed by all of the Constituent Corporations.

4.2 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any Constituent Corporation to comply with any obligation, covenant, agreement or condition herein may be waived by the Constituent Corporation entitled to the benefits thereof only by a written instrument signed by the Constituent Corporation granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.3 Assignment. This Agreement and all obligations and rights of the Constituent Corporations hereunder may not be assigned by any Constituent Corporation.

4.4 Governing Law. This Agreement will in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida, provided that the Merger and the effect thereof shall also be governed in accordance with the laws of the State of Delaware, as applicable.

4.5 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Constituent Corporations and shall not in any way affect the meaning or interpretation of this Agreement. Article and

Section references which do not otherwise specify, are to the designated Article or Section of this Agreement.

4.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. All provisions of this Agreement shall be enforced to the full extent permitted by law.

4.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which, when taken together, shall constitute the entire agreement.

4.8 Entire Agreement. This Agreement, including the documents, schedules, certificates and instruments referred to herein, embody the entire agreement and understanding of the Constituent Corporations in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the Constituent Corporations with respect to such transactions.

\* \* \* \* \*

*Remainder of Page Intentionally Left Blank*

MAY. 6. 2008 4:02PM C S C

NO. 032 P. 8/8

H08000122862 3

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date first above written.

**STELAR HOLDING CORP.**

By: 

Name: Stephen Kornfeld

Title: Chief Executive Officer

**WDF HOLDING CORP.**

By: 

Name: Lawrence Roman

Title: Chief Executive Officer