

F41577

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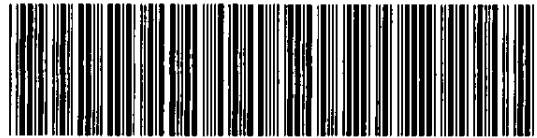
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FILED
2010 JAN -4 AM 9:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

TB

JAN - 8 2010

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Eidschun Engineering, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Alan M. Gross, Esq.

Contact Person

Alan M. Gross, P.A.

Firm/Company

4731 Central Avenue

Address

St. Petersburg, FL 33713

City/State and Zip Code

agross@alangrosslaw.com

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

For further information concerning this matter, please call:

Alan M. Gross

Name of Contact Person

At (727)

327-0100

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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)
<u>Eidschun Engineering, Inc.</u>	<u>Florida</u>	<u>F41577</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Cyclone Products, Inc.</u>	<u>Florida</u>	<u>P98000015028</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 12 / 31 / 09 (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 12/26/09

~~AND~~
~~The Plan of Merger was adopted by the board of directors of the surviving corporation on~~
~~12/26/09 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 12/26/09

~~AND~~
~~The Plan of Merger was adopted by the board of directors of the merging corporation(s) on~~
~~12/26/09 and shareholder approval was not required.~~

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Eidschun Engineering, Inc.

Wm. D. Johnston

Charles Eidschun, President

Cyclone Products, Inc.

Charles D. Ebel

Charles Eidschun, President

[illegible]

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

Abstract

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1. 1991-1992 2. 1992-1993 3. 1993-1994 4. 1994-1995 5. 1995-1996 6. 1996-1997 7. 1997-1998 8. 1998-1999 9. 1999-2000 10. 2000-2001 11. 2001-2002 12. 2002-2003 13. 2003-2004 14. 2004-2005 15. 2005-2006 16. 2006-2007 17. 2007-2008 18. 2008-2009 19. 2009-2010 20. 2010-2011 21. 2011-2012 22. 2012-2013 23. 2013-2014 24. 2014-2015 25. 2015-2016 26. 2016-2017 27. 2017-2018 28. 2018-2019 29. 2019-2020 30. 2020-2021 31. 2021-2022 32. 2022-2023 33. 2023-2024 34. 2024-2025 35. 2025-2026 36. 2026-2027 37. 2027-2028 38. 2028-2029 39. 2029-2030 40. 2030-2031 41. 2031-2032 42. 2032-2033 43. 2033-2034 44. 2034-2035 45. 2035-2036 46. 2036-2037 47. 2037-2038 48. 2038-2039 49. 2039-2040 50. 2040-2041 51. 2041-2042 52. 2042-2043 53. 2043-2044 54. 2044-2045 55. 2045-2046 56. 2046-2047 57. 2047-2048 58. 2048-2049 59. 2049-2050 60. 2050-2051 61. 2051-2052 62. 2052-2053 63. 2053-2054 64. 2054-2055 65. 2055-2056 66. 2056-2057 67. 2057-2058 68. 2058-2059 69. 2059-2060 70. 2060-2061 71. 2061-2062 72. 2062-2063 73. 2063-2064 74. 2064-2065 75. 2065-2066 76. 2066-2067 77. 2067-2068 78. 2068-2069 79. 2069-2070 80. 2070-2071 81. 2071-2072 82. 2072-2073 83. 2073-2074 84. 2074-2075 85. 2075-2076 86. 2076-2077 87. 2077-2078 88. 2078-2079 89. 2079-2080 90. 2080-2081 91. 2081-2082 92. 2082-2083 93. 2083-2084 94. 2084-2085 95. 2085-2086 96. 2086-2087 97. 2087-2088 98. 2088-2089 99. 2089-2090 100. 2090-2091 101. 2091-2092 102. 2092-2093 103. 2093-2094 104. 2094-2095 105. 2095-2096 106. 2096-2097 107. 2097-2098 108. 2098-2099 109. 2099-2100 110. 2100-2101 111. 2101-2102 112. 2102-2103 113. 2103-2104 114. 2104-2105 115. 2105-2106 116. 2106-2107 117. 2107-2108 118. 2108-2109 119. 2109-2110 120. 2110-2111 121. 2111-2112 122. 2112-2113 123. 2113-2114 124. 2114-2115 125. 2115-2116 126. 2116-2117 127. 2117-2118 128. 2118-2119 129. 2119-2120 130. 2120-2121 131. 2121-2122 132. 2122-2123 133. 2123-2124 134. 2124-2125 135. 2125-2126 136. 2126-2127 137. 2127-2128 138. 2128-2129 139. 2129-2130 140. 2130-2131 141. 2131-2132 142. 2132-2133 143. 2133-2134 144. 2134-2135 145. 2135-2136 146. 2136-2137 147. 2137-2138 148. 2138-2139 149. 2139-2140 150. 2140-2141 151. 2141-2142 152. 2142-2143 153. 2143-2144 154. 2144-2145 155. 2145-2146 156. 2146-2147 157. 2147-2148 158. 2148-2149 159. 2149-2150 160. 2150-2151 161. 2151-2152 162. 2152-2153 163. 2153-2154 164. 2154-2155 165. 2155-2156 166. 2156-2157 167. 2157-2158 168. 2158-2159 169. 2159-2160 170. 2160-2161 171. 2161-2162 172. 2162-2163 173. 2163-2164 174. 2164-2165 175. 2165-2166 176. 2166-2167 177. 2167-2168 178. 2168-2169 179. 2169-2170 180. 2170-2171 181. 2171-2172 182. 2172-2173 183. 2173-2174 184. 2174-2175 185. 2175-2176 186. 2176-2177 187. 2177-2178 188. 2178-2179 189. 2179-2180 190. 2180-2181 191. 2181-2182 192. 2182-2183 193. 2183-2184 194. 2184-2185 195. 2185-2186 196. 2186-2187 197. 2187-2188 198. 2188-2189 199. 2189-2190 200. 2190-2191 201. 2191-2192 202. 2192-2193 203. 2193-2194 204. 2194-2195 205. 2195-2196 206. 2196-2197 207. 2197-2198 208. 2198-2199 209. 2199-2200 210. 2200-2201 211. 2201-2202 212. 2202-2203 213. 2203-2204 214. 2204-2205 215. 2205-2206 216. 2206-2207 217. 2207-2208 218. 2208-2209 219. 2209-2210 220. 2210-2211 221. 2211-2212 222. 2212-2213 223. 2213-2214 224. 2214-2215 225. 2215-2216 226. 2216-2217 227. 2217-2218 228. 2218-2219 229. 2219-2220 230. 2220-2221 231. 2221-2222 232. 2222-2223 233. 2223-2224 234. 2224-2225 235. 2225-2226 236. 2226-2227 237. 2227-2228 238. 2228-2229 239. 2229-2230 240. 2230-2231 241. 2231-2232 242. 2232-2233 243. 2233-2234 244. 2234-2235 245. 2235-2236 246. 2236-2237 247. 2237-2238 248. 2238-2239 249. 2239-2240 250. 2240-2241 251. 2241-2242 252. 2242-2243 253. 2243-2244 254. 2244-2245 255. 2245-2246 256. 2246-2247 257. 2247-2248 258. 2248-2249 259. 2249-2250 260. 2250-2251 261. 2251-2252 262. 2252-2253 263. 2253-2254 264. 2254-2255 265. 2255-2256 266. 2256-2257 267. 2257-2258 268. 2258-2259 269. 2259-2260 270. 2260-2261 271. 2261-2262 272. 2262-2263 273. 2263-2264 274. 2264-2265 275. 2265-2266 276. 2266-2267 277. 2267-2268 278. 2268-2269 279. 2269-2270 280. 2270-2271 28

Figure 1

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	20%
65-74	15%
75-84	10%
85+	5%

Figure 1

AGREEMENT AND PLAN OF REORGANIZATION

This Agreement made this 31st day of December, 2009 by and between Eidschun Engineering, Inc., an Florida corporation, (hereinafter referred to as "Eidschun") and Cyclone Products, Inc., a Florida corporation, (hereinafter referred to as "Cyclone").

WITNESSETH:

WHEREAS, Cyclone desires to transfer to Eidschun and Eidschun desires to acquire from Cyclone all of Cyclone's assets subject to its liabilities in exchange for One Hundred (100) shares of the common Stock, \$.01 par value, of Eidschun (the "Shares"), all in a transaction which will qualify as a tax free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Eidschun wishes as an integral part of the transaction to distribute the Shares to its shareholder in exchange for his shares of Cyclone stock in complete liquidation of Cyclone and to dissolve.

NOW, THEREFORE, on the basis of the respective representations and warranties set forth in this Agreement, and of the covenants and agreements contained therein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Transfer of Business and Assets.

Subject to the conditions set forth in this Agreement, Cyclone agrees that, at the Closing (as defined below) and in the manner provided in this Agreement, Cyclone shall transfer and deliver to Eidschun, for the consideration set forth below, all of Cyclone's then existing assets and business including, without limitation, all property, rights and business of every type and description, real, personal and mixed, tangible and intangible, wheresoever located and whether or not carried or reflected on Cyclone's books and records, all of Cyclone's goodwill, sales and supply contracts, leases, all cash on hand and in the banks, certificates of deposit, notes and accounts receivable, stocks, bonds, and other securities, patents, trademarks, trade names, brand names and copyrights, and all pending applications therefor and interests thereunder, licenses and inventions, processes, know-how, formulae, trade secrets, real estate and interests therein (including, but not limited to, fee interests, reversions, leaseholds and all other interests), buildings, construction in progress, vehicles, machinery, equipment, inventories of raw materials and consumables, work in process, finished products and supplies on hand and in transit, fixtures, rights under contracts and agreements, franchises, all rights in any funds of whatever nature (including, but not limited to, unemployment compensation, retirement, industrial accident, bonus and savings funds), books and records, the proceeds of any nonassignable assets and all other property and rights of every kind and nature owned or held by it on the Closing Date (as defined below) or then used by it whether or not specifically referred to in this Agreement. The assets shall be transferred subject to all liabilities, obligations, claims, security interests, and encumbrances.

Section 2. Consideration.

Subject to the terms of this Agreement and in reliance on the representations and warranties of Cyclone contained herein, Eidschun shall acquire, at the Closing, the assets as set forth in Paragraph 1 of this Agreement for an aggregate consideration as follows: (i) the deliver to Cyclone original issue shares of Eidschun Common Stock, \$.01 par value, and (ii) Eidschun's

assumption and agreement to pay or discharge Cyclone liabilities and obligations.

Section 3. Closing.

Subject to conditions set forth in this Agreement, the closing of the transfer and acquisition shall take place at the offices of Alan M. Gross, P.A., 4731 Central Avenue, St. Petersburg, FL 33713 at 10:00 a.m. on December 31, 2009, subject to the approval of this Agreement, referred to in Paragraph 9 below, by the requisite affirmative vote of the stockholders of Cyclone is obtained, or such other date as the parties may agree upon in writing (the "Closing" or the "Closing Date"). At the Closing, Cyclone shall deliver to Eidschun such general warranty deeds, standard form bills of sale with covenants of warranty, endorsements, assignments and other good and sufficient instruments of transfer and conveyance as in the reasonable opinion of Eidschun's counsel, shall be effective to vest in Eidschun good and marketable title to Cyclone's assets and business to be sold as provided in this Agreement. Cyclone shall; also deliver to Eidschun at the Closing or as soon as practicable thereafter (and at such place or places as may be mutually agreed) all contracts, files, records and other data an documents pertaining to the business of Cyclone. Eidschun shall deliver to Cyclone a certificate or certificates, registered in the name of Cyclone representing One Hundred (100) shares of Common Stock at \$.01 par value, of Eidschun Engineering, Inc., and shall execute and deliver to Cyclone an Assumption Agreement wherein Eidschun will assume and agree to timely pay or discharge Cyclone's liabilities and obligations. From time to time, at Eidschun's request, whether at or after the Closing and without further consideration, Cyclone will execute and deliver such further instruments of conveyance and transfer and take such other actions as Eidschun may reasonably require more effectively to convey and transfer to Eidschun any of the property to be sold hereunder, and will assist Eidschun reasonably in the collection or reduction to possession of such property. Eidschun will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Eidschun hereunder.

Section 4. Eidschun Assumption of Liabilities.

At the Closing, Eidschun shall execute and deliver to Cyclone an Assumption Agreement wherein Eidschun will assume and agree to timely pay or discharge all those liabilities and obligations of Cyclone existing at the Closing.

Section 5. Representations and Warranties.

(a) Cyclone represents and warrants that:

1. Organization and Good Standing. Cyclone is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate power to carry on its business as it is now being conducted. Copies of Cyclone Certificate of Incorporation and Bylaws (certified to be correct by the Secretary of Cyclone) have been delivered to Eidschun and are complete and correct as of the date of this Agreement, Cyclone's minute books contain a complete and accurate record of all meetings and other corporate action of its shareholders and Board of Directors.

2. Capitalization. Cyclone's authorized capital stock consists of One Thousand (1,000) shares of common stock, \$.01 par value, _____ () of which shares are issued and outstanding. No shares are held in Cyclone's treasury. All of the outstanding shares of common stock of Cyclone are validly issued, fully paid, and nonassessable. There are no outstanding options, agreements, contracts, calls or commitments of any character which would require the issuance by Cyclone of any capital stock.

3. Subsidiaries. Cyclone has no subsidiaries.

4. Financial Statements. Cyclone has delivered to Eidschun copies of the following financial statements, all of which have been prepared in accordance with generally accepted accounting principles consistently applied through the periods indicated:

(i) Balance sheets of Cyclone as of December 31, 2009 presents fairly as of its date, the financial condition and assets and liabilities of Cyclone.

(ii) Statements of operations and income of Cyclone for the fiscal years ended December 31, 2008 and 2009 and an unaudited statement of operations, each of which presents fairly the results of operations of Cyclone for the periods indicated.

5. Absence of Undisclosed Liabilities. Cyclone did not have any liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), of a nature that would be reflected or reserved against in a corporate balance sheet or disclosed in the notes thereto, prepared in accordance with the generally accepted accounting principles applied in the preparation of such financial statements, that are not reflected or disclosed in the financial statements or elsewhere herein.

6. Absence of Certain Changes. Except as set forth in Schedule A attached to this Agreement, there have not been any changes of the following nature:

(i) Business, properties and financial condition. Any significant labor disputes or any material adverse change in Cyclone's properties, business, supply of raw materials, or markets for its products (including, but not limited to, damage or destruction of property by fire or other casualty, whether or not covered by insurance or any material adverse change in the financial condition or results of operations of Cyclone taken as a whole. For purposes of this Agreement, technological changes, price changes and other changes affecting the industry generally and any diminution of orders per se shall not be deemed to be material adverse changes.

(ii) Capital stock: Options, dividends, etc. Any change in the authorized, issued, or outstanding capital stock of Cyclone, any granting of any stock option or right to purchase shares of capital stock or any issuance of any security convertible into shares of capital stock of Cyclone, any purchase, redemption, retirement or other acquisition of any shares of capital stock by Cyclone or any agreement to do any of the foregoing, or any declaration, setting aside, or payment of any dividend or other distribution in respect of the capital stock of Cyclone.

(iii) Sales, leases, borrowings, etc. Any sale or lease of Cyclone property or assets (other than inventory sold in the ordinary course of business) with an original cost in excess of \$25,000 for any single item or, except as shown on schedules attached to this Agreement, any mortgage or pledge of any properties or assets of Cyclone, any borrowing incurred, assumed or guaranteed by Cyclone maturing more than one year from the date thereof, or any other borrowing made or guaranteed by Cyclone other than in the ordinary course of business.

(iv) Employee benefit plans and certain salaries. Any employment contract in excess of Fifteen Thousand and no/100 Dollars (\$15,000.00) per year, bonus, stock option profit sharing, pension, retirement, incentive or similar arrangement or plan instituted, agree to or amended.

7. Litigation, Etc. Except as set forth in Schedule B attached to this Agreement, there is no material litigation, proceeding or governmental investigation pending or, to the knowledge of Cyclone, threatened against or relating to Cyclone, its properties or business, or the

transactions contemplated by this Agreement; nor, to Cyclone's knowledge, is there any reasonable basis for any such actions or for any claims (including, without limitation, claims based on alleged product liability, pollution of air, water or land, or violations of federal or state antitrust or securities laws); and Cyclone is not a party to or subject to the provisions of any judicial decree or judgment or any order of any governmental agency.

8. Lists of Properties, Contracts, Etc. Schedule C attached to this Agreement lists summary descriptions, each of which is complete and accurate in all material respects as of the date set out therein, of the following:

(i) Real property. All real property owned of record or beneficially or leased by Cyclone.

(ii) Other property. Inventories and tangible fixed assets as shown on Cyclone's books, showing, with respect to inventories, the amounts of raw materials, work in process and finished goods, and with respect to fixed assets, the total of each of the following categories: leasehold improvements, machinery and equipment, furniture and fixtures and automotive equipment.

(iii) Automobiles and trucks. All automobiles and trucks owned or leased by Cyclone.

(iv) Insurance policies. All policies of insurance with respect to Cyclone's properties, buildings, machinery, equipment, furniture, fixtures, operations, and the lives of its directors, officers and employees.

(v) Certain leases and contracts. Each existing lease, contract, or other commitment of Cyclone involving an aggregate payment by or to Cyclone of more than Ten Thousand and no/100 Dollars (\$10,000.00) or extending beyond twelve (12) months from the date of this Agreement (whether or not terminable at the option of any party to such lease, contract, or commitment at an earlier date) other than (a) leases, contracts or commitments furnished pursuant to other paragraphs of this Section 5, and (b) contracts or other commitments of Cyclone for the purchase or sale by it in the ordinary course of business of materials and products which do not involve an aggregate payment by or to Cyclone or more than Fifty Thousand and no/100 Dollars (\$50,000.00) or extend beyond twelve (12) months from the date of this agreement; and all existing sales representative agreements.

(vi) Certain salaried employees. The names and annual salary rates as of December 31, 2009 of Cyclone's directors, officers, employees and agents whose annual rate of compensation at such date was Forty Thousand and no/100 Dollars (\$40,000.00) or more.

(vii) Labor contracts. Each existing labor contract to which Cyclone is a party.

(viii) Patents, trademarks, etc. All of Cyclone's patents, trademarks, trade names, copyrights and registrations and applications therefor; all patent, trademark or trade name licenses, assignments or royalty agreements to which Cyclone is a party; and all contracts with employees or others relating in whole or in part to disclosure, nondisclosure, assignment, or patenting of inventions, discoveries, improvements, processes, formulas, or other know how.

(ix) Profit sharing plans, etc. All employment contracts, bonus, stock option, profit sharing, pension, retirement, incentive or other compensation or retirement plans or arrangements of Cyclone and all employee fringe benefit plans maintained by Cyclone.

(x) Banks. The name of each bank in which Cyclone has an account or safe deposit box, and the names of all person authorized to draw thereon or having access thereto.

(xi) Powers of attorney. The names of all persons, if any, holding powers of attorney from Cyclone.

(xii) Loan and credit agreements, etc. All mortgages, indentures, promissory notes, deeds of trust, loan or credit agreements, or similar instruments except for credit agreements or similar arrangements with suppliers entered into in the ordinary course of business to which Cyclone is a party, and all amendments or modifications of any of the above mentioned documents with a statement of any as to which there is any existing default by Cyclone.

(xiii) Employee stock options. The names of all persons holding employee stock options to purchase share of capital stock of Cyclone and, with respect to each, the date of grant or issue, the expiration date, the number and class of shares subject to such options, and the price at which shares may be purchased pursuant to such options.

(xiv) Litigation. Each lawsuit, administrative proceeding, or arbitration to which Cyclone is a party (whether as plaintiff, defendant, or otherwise), including the damages or relief sought therein, the name of counsel of Cyclone in charge of such matter, and its current status.

9. Title. With respect to the property listed in Schedule C, Cyclone has good and marketable title to the real property stated to be owned by it, has good title to the leasehold interests in real property stated to be held by it, and good title to all of the tangible property stated to be owned by it, in each case free and clear of all liens and encumbrances, except for

(i) liens and encumbrances disclosed in Schedule C;

(ii) the lien of current taxes not yet due and payable; and

(iii) such liens by operation of law and such imperfections of title, and other liens and encumbrances, if any, as are not substantial in character, amount, or extent and do not interfere with the present or future use by Cyclone of the properties subject thereto or affected thereby.

Except as stated in Schedule C, Cyclone (i) has clear record title to the patents and patent applications, trademark registrations and applications therefor and copyright registrations listed in Schedule C as owned by it; (ii) has not entered into any agreements, contracts or licenses that would impair free and unencumbered use by Eidschun of the patents and trademarks enumerated in Schedule C; (iii) does not know of any asserted infringement by it of any patent, trademark, trade name, or copyright of another; and (iv) does not believe that it is infringing a patent, trademark, trade name or copyright of another.

10. Reserved

11. No Violation. The execution of this Agreement and performance thereof will not, violate the provisions of Cyclone's Certificate of Incorporation, Bylaws, any not of which Cyclone is the maker or any indenture, agreement, or other instrument to which Cyclone is party, except insofar as any such instrument may require consent by a lender, mortgagee, lessor, or other party to such actions, whose consent Cyclone agrees to obtain before the Closing Date of this Agreement.

12. Authorization. The execution, delivery and performance of this Agreement have been duly authorized and approved by Cyclone's Board of Directors, subject to approval by Cyclone's shareholders. Upon approval by the affirmative vote of the holders of the requisite majority of the outstanding shares of Cyclone's common stock at a special meeting of shareholders duly called and held, this Agreement and the consummation of the transactions contemplated herein will have been duly and validly authorized by all necessary corporate action on the part of Cyclone and this Agreement will be binding upon, and enforceable against Cyclone in accordance with their respective terms.

13. Accounts and Notes Receivable. Cyclone's accounts and notes receivable as shown on the Financial Statement are collectible in the amounts there shown and the accounts and notes receivable acquired by Cyclone are collectible in the aggregate amounts shown on Cyclone's books, after application of reserves for returns and bad debts in accordance with generally accepted accounting principles consistently applied by Cyclone.

14. Inventories. To the best knowledge of Cyclone, its inventories in the amounts reflected on the Financial Statement and the inventories thereafter acquired before the date of this Agreement consist of items of a quality and quantity usable or salable in the normal course of its business and, if salable, are in the aggregate salable, if sold in the normal course, at market values not less than the book value thereof; the value of obsolete materials, determined by formula, and of materials of below standard quality has been written down to realizable marketable value or adequate reserves provided therefor; the values at which such inventories are carried reflect an inventory valuation policy of stating inventory at the lower of first-in, first-out cost or market and of valuing finished goods and work-in-process at standard costs developed for individual items using current materials, labor and overhead costs at normal production levels; and an obsolescence formula based on historical sales and backlog orders is applied to inventories of finished goods in order to determine the maximum quantities to be valued at each inventory date.

15. Plants and Equipment. All of Cyclone's plants, buildings, machinery and equipment are in good operating condition and reasonable state of repair, normal wear and tear and normal maintenance requirements excepted.

(b) Eidschun represents and warrants as follows:

1. Organization and Good Standing. Eidschun is duly organized, validly existing in good standing under the laws of the State of Florida and has corporate power to carry on its business as it is not being conducted. Copies of the Articles of Incorporation and Bylaws of Eidschun (certified to be correct by the Secretary of Eidschun) have been delivered to Cyclone and are complete and correct as of the date hereof.

2. Litigation. There is no pending litigation, proceeding, governmental investigation or other action that, if successful, would prevent Eidschun from performing its agreements and covenants and fulfilling its obligations under this Agreement; and, to the knowledge of Eidschun, there is no threat of or reasonable basis for any such litigation, proceeding, governmental investigation or other action.

3. Disclosure. To Eidschun's knowledge, no representation or warranty by it and no statement or certificate furnished or to be furnished by it to Cyclone pursuant to the provisions of this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to provide the information required by the provisions of this Agreement relating to such representation, warranty, statement or certificate.

4. No Violation. The execution of this Agreement by Eidschun does not, and

performance thereof will not, violate the provisions of the Articles of Incorporation or Bylaws of Eidschun, the provisions of any note of which Eidschun is the maker, or the provisions of any indenture, agreement, or other instrument to which Eidschun is a party.

5. Authorization. The execution, delivery and performance of this Agreement by Eidschun has been duly and validly authorized and approved by all necessary corporate action.

6. Capitalization. Eidschun's authorized capital stock consists of One Thousand (1,000) shares of common stock of the par value of \$.01 per share of which _____ shares are yet issued, outstanding. Upon consummation of the transactions contemplated hereby the _____ (____) shares of common stock to be received by Cyclone will be validly issued, fully paid and nonassessable.

Section 6. Conduct of Cyclone's and Eidschun's Business Pending Closing.

Cyclone and Eidschun each agree that prior to the Closing, its respective business shall be conducted only in the ordinary course of business and that no material transactions shall be entered into without the other's consent.

Section 7. Acquisition of Shares by Cyclone.

Cyclone acknowledges that the Shares have not been registered under the Securities Act of 1933 or any applicable state securities laws. Cyclone represents that its shareholders are sophisticated investors, who after the liquidation of Cyclone, will be holding the Shares for their own personal investment. Cyclone further acknowledges that the Shares must be held for a least one (1) year and will bear restrictive transfer legends.

Section 8. Liquidation and Dissolution of Cyclone.

From and after the Closing, Cyclone will not engage in any business and shall, as soon as practicable after the closing, distribute the shares, pro rata, to its stockholders and shall dissolve.

Section 9. Bulk Sales Compliance.

Eidschun hereby waives compliance by Cyclone with the provisions of the Bulk Sales Law of any state, if applicable to the transactions contemplated by this Agreement and Cyclone warrants and agrees to pay and discharge when due all claims of creditors which could be asserted against Eidschun by reason of such noncompliance to the extent that such liabilities are not specifically assumed by Eidschun under this Agreement.

Section 10. Conditions Precedent.

(a) Stockholder's Consent. An express condition precedent to the obligations of Cyclone under this Agreement is that the stockholders of Eidschun and Cyclone duly approved this Agreement.

Section 11. General Provisions.

(a) Further Assurances. The parties agree that, from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such other instruments as may be reasonably required to more effectively transfer and vest in Eidschun the assets transferred pursuant to this Agreement, or to otherwise carry out this Agreement's terms and conditions.

(b) Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto. The rights of Cyclone and Eidschun under this Agreement may not be assigned.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(d) Notices. All notices, requests, demands and other communications pursuant to this Agreement shall be in writing, and shall be deemed to have been duly given if delivered or mailed, certified mail, first class, postage prepaid to Cyclone at:

Cyclone Products, Inc.
5181 - 113th Ave. North
Clearwater, FL 34620

or if to Eidschun:

c/o Charles Eidschun
5181 - 113th Ave. North
Clearwater, FL 34620

(e) Expenses. any expenses in connection with this Agreement or the transactions herein provided for shall be paid for by the party incurring such expenses.

(f) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Headings. All paragraph headings in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

(h) Amendment, Modification and Waiver. This Agreement may be modified, amended and supplemented by mutual written agreement of the respective Boards of Directors of the parties hereto, or their respective officers authorized by such Boards of Directors, at any time prior to the Closing, whether before or after the approval of this Agreement by the stockholders of any of the parties. Each party may waive any condition intended to be for its benefit. Each amendment, modification, supplement or waiver shall be in writing and signed by the parties to be charged.

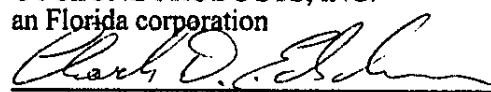
(i) Entire Agreement. This Agreement and the Schedules delivered with it and the other agreements specifically provided for under this Agreement represent the parties' entire Agreement and no provision or document of any kind shall be included in, or form a part of, this Agreement unless it is in writing and is delivered to the other party by the party to be charged.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST:



CYCLONE PRODUCTS, INC.
an Florida corporation


By: Charles Eidschun, Secretary & President

ATTEST:

AM

EIDSCHUN ENGINEERING, INC.
a Florida corporation

Charles Eidschun

By: Charles Eidschun, President & Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 31 day of December, 2009, by CHARLES EIDSCHUN, as President of CYCLONE PRODUCTS, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification and who ☐ did ☐ did not take an oath.

AM

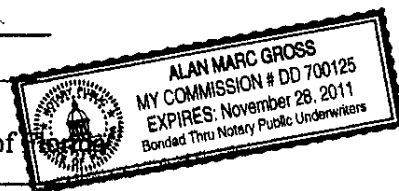
(Sign on this line)

(Legibly print name on this line)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____

EXPIRATION DATE: _____



STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 31 day of December, 2009, by CHARLES EIDSCHUN, as President of EIDSCHUN ENGINEERING, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification and who ☐ did ☐ did not take an oath.

AM

(Sign on this line)

(Legibly print name on this line)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____

EXPIRATION DATE: _____

