

F97000006015

(Requestor's Name)

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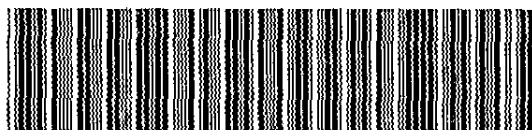
(Business Entity Name)

(Document Number)

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07/30/04--01062--002 **\$5.00

07/30/04--01062--003 **\$8.75

merger

FILED
04 AUG -3 PM 03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*FOR
8/4/04*

X00789, 00524, 00672



UCC FILING & SEARCH SERVICES, INC.
526 East Park Avenue
Tallahassee, Florida 32301
(850) 681-6528

HOLD
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July 30, 2004

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Consolidated Bailing Machine Company, Inc., Florida Waste Systems, Inc.

Into International Baler Corporation

Filing Evidence

☐ Plain/Confirmation Copy

☒ Certified Copy

Retrieval Request

☐ Photocopy

☐ Certified Copy

Type of Document

☐ Certificate of Status

☐ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include
Articles & Amendments

☐ Fictitious Name Certificate

☐ Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

August 2, 2004

UCC Filing & Search Services, Inc.
526 East Park Avenue
Tallahassee, FL 32301

SUBJECT: INTERNATIONAL BALER CORPORATION
Ref. Number: F97000006015

We have received your document for INTERNATIONAL BALER CORPORATION and your check(s) totaling \$113.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The surviving corporation International Baler Corporation is a Delaware corporation not a Florida corporation. Please see the attached printout and correct the state and document number on the merger.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

Letter Number: 004A00048112

RECEIVED
AUG-3 PM 4:59
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

FILED

The following articles of merger are being submitted in accordance with section 607.1105, Florida Statutes.

04 AUG 23 11 10 AM '99
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The exact name, street address of its principal office, jurisdiction and entity type for each merging entity are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Consolidated Baling Machine Company, Inc. 5400 Rio Grande Avenue Jacksonville, Florida 32205	Florida	Business corporation
Florida Document/Registration Number:	469027	FEI Number: 59-2782805
Florida Waste Systems, Inc. 5400 Rio Grande Avenue Jacksonville, Florida 32205	Florida	Business corporation
Florida Document/Registration Number:	539542	FEI Number: 59-1871561

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of the surviving entity are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
International Baler Corporation 5400 Rio Grande Avenue Jacksonville, Florida 32205	DE	Business corporation
Florida Document/Registration Number:	F 97000006015	FEI Number: 59-3448749

THIRD: The attached Agreement and Plan of Merger meets the requirements of section 607.1107, Florida Statutes, and was approved by each domestic corporation that is a party in accordance with Chapter 607, Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger was approved by the surviving corporation, a Delaware corporation in accordance with the laws of the State of Delaware.

FIFTH: The surviving entity which was not incorporated under the laws of the State of Florida hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation

or rights of any dissenting shareholders of each domestic corporation that is a party to the merger.

SIXTH: The surviving corporation which was not formed under the laws of the State of Florida, agrees to 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 section 607.1302, Florida Statutes.

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement or articles of organization of any corporation that is a party to the merger.

International Baler Corporation
A Delaware Corporation

By: William E. Nielsen
William E. Nielsen, President
and

Morton S. Robson
Morton S. Robson, Secretary

(Corp. Seal)

AGREEMENT AND PLAN OF MERGER
OF
CONSOLIDATED BALING MACHINE COMPANY, INC.,
(a Florida Corporation)

FLORIDA WASTE SYSTEMS, INC.
(a Florida Corporation) and

AND

INTERNATIONAL BALER CORPORATION
(a Delaware Corporation)

AGREEMENT AND PLAN OF MERGER entered into this 22nd day of July, 2004 by and between Consolidated Baling Machine Company, Inc. and Florida Waste Systems, Inc., each of which is a corporation duly organized and existing under the laws of the State of Florida (the "Merging Corporations"), International Baler Corporation, a corporation duly organized and existing under the laws of the State of Delaware (the "Company") and Waste Technology Corp. ("Waste Tech"), a corporation duly organized and existing under the laws of the State of Delaware all with their principal places of business at 5400 Rio Grande Avenue, Jacksonville, Florida 32205.

WITNESSETH:

WHEREAS, the Merging Corporations are business corporations duly organized and existing under the laws of the State of Florida;

WHEREAS, the Company is a business corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, Waste Tech is the owner of 100% of all of the outstanding and issued

stock of the Merging Corporations and the Company;

WHEREAS, the General Corporation Law of the State of Delaware permits the merger of business corporations of a foreign state with and into another business corporation of the State of Delaware;

WHEREAS, the law of the States of Florida permits domestic corporations of their state to merge with and into corporations formed and operating under the laws of other states;

WHEREAS, the Company, the Merging Corporations and Waste Tech and their respective Boards of Directors thereof deem it advisable and to the advantage, welfare and best interest of said corporations to merge the Merging Corporations with and into the Company, with the Company being the surviving corporation (the "Merger") pursuant to the provisions of the General Corporation Law of the State of Delaware upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

ARTICLE I

1.1 The Merger. On the Effective Date, as hereinafter defined in Article 1.2 hereof, the Merging Corporations shall be merged with and into the Company in accordance with the applicable provisions of the Delaware General Corporation Law ("DGCL"). After the Effective Date, the Company shall continue its existence as a Delaware corporation and be governed by the DGCL. At the effective Date, the separate existence of the Merging Corporations shall cease.

1.2 Amendment of Certificate of Incorporation. The Certificate of Incorporation of

the Company shall be amended as of the Effective Date by striking out Article FOURTH in its entirety, and substituting in lieu thereof the new Article FOURTH as follows:

"FOURTH: The aggregate number of shares which the Corporation shall have the authority to issue is thirty-five million (35,000,000) shares consisting of twenty-five million (25,000,000) shares, designated as Common Stock, at par value of \$.01 per share, and ten million (10,000,000) shares, designated as Preferred Stock, at a par value of \$.0001 per share.

(1) Common Stock.

(a) Dividends. The holders of shares of Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

(b) Liquidation. Subject to the rights of any other class or of stock, the holders of shares of Common Stock shall be entitled to receive all the assets of the Corporation available for distribution to stockholders in the event of the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, ratably, in proportion to the number of shares of Common Stock held by them. Neither the merger or consolidation of the Corporation into or with any other corporation, nor the merger or consolidation of any other corporation into or with the Corporation, nor the sale, lease or exchange or other disposition (for cash, shares of stock, securities or other consideration) of all or substantially all the assets of the Corporation shall be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, of the Corporation.

(c) Redemption. Common stock shall not be subject to redemption.

(d) Voting. Subject to the rights of any other class or series of stock and the provisions of the law of the State of Delaware governing business corporations, voting rights shall be deemed exclusively in the holders of Common Stock. Each holder of Common Stock shall have one vote in respect of each shares of such stock held.

(2) Preferred Stock.

The Preferred Stock may be issued, from time to time, in one or more series, with such designations, preferences and relative, participating, optional or other rights, qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions providing for the issue of such series which shall be adopted by the Board of Directors from time to time, pursuant to the authority herein given, a copy of which resolution or resolutions, shall have been set forth in a Certificate made, executed, acknowledged, filed and recorded in the manner required by the laws of the State of Delaware in order to make the same effective. Each series shall consist of such number of shares as shall be stated and expressed in such resolution or resolutions providing for the issuance of the stock of such series. All shares of any one series of Preferred Stock

shall be alike in every particular. The authority of of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(a) the number of shares constituting that series and the distinctive designation of that series;

(b) whether the holders of shares of that series shall be entitled to receive dividends and, if so, the rates of such dividends, conditions under which and times such dividends may be declared or paid, any preference of any such dividends to, and the relation to, the dividends payable on any other class or classes of stock or any other series of the same class and whether dividends shall be cumulative or noncumulative and, if cumulative, from which date or dates;

(c) whether the holders of shares of that series shall have voting rights in addition to the voting rights provided by law and, if so, the terms of such voting rights;

(d) whether shares of that series shall have conversion or exchange privileges into or for, at the option of either the holder of the Corporation or upon the happening of a specified event, shares of any other class or classes of stock of the Corporation and, if so, the terms or conditions of such conversion or exchange, including provision for adjustment of the conversion or exchange rate in such events as the Board of Directors shall determine;

(e) whether shares of that series shall be redeemable and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(f) whether shares of that series shall be subject to the operation of a retirement or sinking fund and, if so subject, the extent to and the manner in which it shall be applied to the purchase or redemption of the shares of that series, and the terms and provisions relative to the operation thereof;

(g) the rights of shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation and any preference of any such rights to, and the relation to, the rights in respect thereto of any class or classes of stock of any other series of the same class; and

(h) whether shares of that series shall be subject or entitled to any other preferences, and the other relative, participating, optional or other special rights and qualifications, litigations or restrictions of shares of that series and, if so, the terms thereof."

1.3 The Effective Date. The Merger shall become effective (the "Effective Date") at the time when a properly executed Certificate of Merger under the DGCL is duly filed with the

Secretary of State of Delaware.

1.4 Effect of Merger.

(a) On the Effective Date all of the outstanding and issued shares of stock of the Merging Corporations issued to Waste Tech, the sole shareholder of each of the Merging Corporations shall cease to exist, and the certificates therefor shall cease to exist.

(b) On the Effective Date, the Company shall thereupon and thereafter possess any and all of the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Corporations, as well as of a public and private nature, and be subject to all the restrictions, disabilities and duties of the Merging Corporations; and all and singular, the rights, privileges, powers and franchises of the Merging Corporations, and all the property, real personal and mixed, and all debts due to the Company, on whatever account as well as for stock subscriptions as all other things in action or belonging to the Merging Corporations shall be vested in the Company; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Corporations, and all and every other interest shall be thereafter as effectively the property of the Company as they were of the Merging Corporations, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in the Merging Corporations, shall not revert or be in any way impaired by reason of the DGCL; but all rights of creditors and all liens upon any property of the Merging Corporations shall be preserved and unimpaired and all debts, liabilities and duties of the Merging Corporations shall thenceforth attach to the Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

(c) From and after the Effective Date the Certificate of Incorporation of the Company as in effect immediately prior to the Effective Date and as amended as provided for herein shall continue to be the Certificate of Incorporation of the Company.

(d) From and after the Effective Date and until altered, amended or repealed in accordance with law, the By-Laws of the Company in effect immediately prior to the Effective Date shall continue to be the By-Laws of the Company as the surviving corporation.

(e) The officers and directors of the Company in office immediately prior to the Effective Date shall continue in office until the next annual meeting of stockholders and until their respective successors are duly appointed or elected and qualified.

1.4 Additional Actions. If, at any time after the Effective Date, the Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Company title to and possession of any property or right of the Merging Corporations acquired or to be acquired by reason of, in connection with, or as a result of the Merger, or (b) otherwise to carry out the purposes of this Agreement of Merger, the Company and its respective officers shall be deemed to have granted to the Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments, assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Company and otherwise to carry out the purposes of this Agreement of Merger; and the proper officers and directors of the Company are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.

ARTICLE II

AMENDMENT AND TERMINATION

2.1 Amendment. This Agreement of Merger may be amended at any time by the Boards of Directors of each of the parties hereto, either prior to or after stockholder approval, to the fullest extent permitted by law and at any time upon the action of the Board of Directors and stockholders of each party hereto, by an amendment duly executed by the parties hereto, at any time prior to the Effective Date.

2.2 Termination. At any time prior to the Effective Date, this Agreement of Merger may be terminated and the Merger abandoned by resolution of either of the Boards of Directors of the Merging Corporations and the Company. The filing of the Certificate of Merger with the Secretary of state of Delaware pursuant to Section 1 hereof shall constitute certification that this Agreement of Merger has not theretofore been terminated. If terminated as provided in this Section 3.2, this Agreement of Merger shall forthwith become wholly void and of no further force or effect.

ARTICLE III

CONDITIONS

3.1 Conditions precedent to Obligations of the Merging Corporations. The obligations of the Merging Corporations to consummate the Merger are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions:

(a) Shareholder Approval. This Agreement of Merger shall have been approved by the affirmative vote or consent, in person or by proxy, of the holders of at least a

majority of the voting power represented by all of the outstanding stock of the Merging Corporations.

(b) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement of Merger shall have been obtained.

3.2 Conditions precedent to Obligations of the Company. The obligations of the Company to consummate the Merger are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions:

(a) Shareholder Approval. This Agreement of Merger shall have been approved by the affirmative vote or consent, in person or by proxy, of the holders of at least a majority of the voting power represented by all of the outstanding stock of the Company.

(b) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement of Merger shall have been obtained.

ARTICLE IV

MISCELLANEOUS

4.1 No Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or of any other provision.

4.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto and no amendment, modification or waiver of any provision

herein shall be effective unless in writing, executed by the party charged therewith.

4.3 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of laws.

4.4 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

4.5 Assignment and Delegation of Duties. No party may assign its rights or delegate its obligations under this Agreement.

4.6 Paragraph Headings. The paragraph headings herein have been inserted for convenience of reference only, and shall in no way modify or restrict any of the terms or provisions hereof.

4.7 Notices. All notices sent pursuant to this Agreement shall be sent via fax transmission and certified mail, return receipt requested, or via a reputable overnight carrier, to the other party at the addresses indicated hereinabove (or to any new address of which any party hereto shall have informed the others by the giving of notice in the manner provided herein).

4.8 Unenforceability; Severability. If any term or condition of this Agreement shall be illegal, invalid or unenforceable, all other provisions hereof shall continue in full force and effect as if the illegal, invalid or unenforceable provision was not a part hereof.

4.9 Execution of Documents. At any time and from time to time hereafter, the parties hereto will execute and deliver such further instruments, documents and certificates and other written assurances as shall reasonably be required in order to consummate the transactions contemplated hereunder.

4.10 Counterparts. This Agreement may be executed in counterparts all of which shall be deemed to be duplicate originals.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the date first above written.

International Baler Corporation

By: William E. Nielsen
William E. Nielsen, President

Consolidated Baling Machine Company, Inc.

By: William E. Nielsen
William E. Nielsen, President

Florida Waste Systems, Inc.

By: William E. Nielsen
William E. Nielsen, President

Waste Technology Corp.

By: William E. Nielsen
William E. Nielsen, President