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MERGER OR SHARE EXCHANGE

NMW, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
NMW, INC.	OKLAHOMA	n/a

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
AMAFILTER GROUP, INC.	FLORIDA	

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 FEB 10 / 2008 (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 JAN. 30, 2008.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 JAN. 30, 2008.

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

(Attach additional sheets if necessary)

[illegible]

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
NMW, INC.	OKLAHOMA

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
AMAFILTER GROUP, INC.	FLORIDA
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

N/A

OR

Reslated articles are attached:

N/A

Other provisions relating to the merger are as follows:

NA

**AGREEMENT AND PLAN OF MERGER
OF NMW, INC.,
AN OKLAHOMA CORPORATION,
AND AMAFILTER GROUP, INC.**

This Agreement and Plan of Merger ("Agreement") is made and entered into this 13th day of February, 2008, between NMW, INC., an Oklahoma corporation ("NMW") and AMAFILTER GROUP, INC., a Florida corporation ("AGI"), said corporations being herein sometimes collectively called the Constituent Corporations.

WHEREAS, AGI is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, NMW is a corporation duly organized and existing under the laws of the State of Oklahoma; and

WHEREAS, on the date of this Agreement, AGI has authority to issue 7,500 shares of Common Stock, \$1.00 par value per share, of which 1201 shares are issued and outstanding and owned by Amafilter Group Holding, Inc., a Delaware corporation ("Parent"); and

WHEREAS, on the date of this Agreement, NMW has authority to issue 1,000,000 shares of Common Stock, \$1.00 par value per share, of which 199,900 shares are currently issued and outstanding and owned by Parent; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations have determined that it is advisable and in the best interests of each of such Constituent Corporations that AGI merge with and into NMW upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations, by resolutions duly adopted, have approved this Agreement; and

WHEREAS, the Parent, as the sole shareholder of each of the Constituent Corporations, has approved this Agreement in accordance with the laws of the state of Oklahoma and the laws of the state of Florida

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Corporations hereby agree that AGI shall be merged with and into NMW (the "Merger") and that the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner of converting the shares of the Constituent Corporations and other provisions relating thereto shall be as set forth herein.

ARTICLE I

THE MERGER

1.1 Surviving Corporation. On the Effective Date of the Merger as hereinafter defined, AGI shall be merged with and into NMW with NMW being the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation") of this Merger and the Surviving Corporation shall continue its corporate existence.

1.2 Governing Documents. The Certificate of Incorporation of NMW as amended prior hereto and in effect immediately prior to the Effective Date, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable Oklahoma law. The Bylaws of NMW as in effect immediately prior to the Effective Date, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof, the Certificate of Incorporation of NMW and applicable Oklahoma law.

1.3 Effect of Merger. At the Effective Date, the Merger shall have the effect provided for herein and specifically, and not by way of limitation, at the Effective Date, the separate corporate existence of AGI shall cease and NMW shall possess all of the rights, privileges, powers, and franchises of a public and private nature and shall be subject to all of the restrictions, disabilities, and duties of AGI; and all and singular of the rights, privileges, powers, and franchises of AGI and all property, real, personal and mixed, and all debts owed to AGI on whatever account, as well as all other things belonging to AGI, shall be vested in NMW; and all properties, rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectually the property of NMW as they were of AGI and the title to any real estate by deed or otherwise in AGI shall not revert or in any way be impaired by reason of the Merger; and all rights of creditors and all liens upon the property of AGI shall be preserved unimpaired and all debts, liabilities and duties of AGI shall thereafter attach to NMW and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by NMW. All corporate acts, plans, policies, agreements, arrangements, approvals, and authorizations of AGI, its shareholders, board of directors, and committees thereof, officers, and agents which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals, and authorizations of NMW and shall be as effective and binding thereon as the same were with respect to AGI. The employees and agents of AGI shall become the employees and agents of NMW and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of AGI.

1.4 Further Assurances. From time to time, as and when required by NMW or by its successors or assigns, there shall be executed and delivered on behalf of AGI such deeds and other instruments and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate, advisable or necessary in order to vest, perfect, or confirm of record or otherwise in NMW the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of AGI and otherwise to carry out the purpose of this Agreement and the officers and directors of AGI are fully authorized in the name and on behalf of

AGI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

1.5 Officers and Directors. The officers and directors of NMW shall be the officers and directors of the Surviving Corporation at the Effective Date and shall hold office subject to the provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation until their successors are elected and qualified.

1.6 Expenses. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the Merger.

ARTICLE II

MATTERS RELATING TO COMMON STOCK

At the Effective Date, by virtue of the Merger and without any action on the part of the shareholders of AGI or NMW:

(a) Common Shares of AGI. Each share of Common Stock of AGI issued and outstanding on the Effective Date of the Merger shall be retired and cancelled by virtue of the Merger.

(b) Common Stock of NMW. Each share of Common Stock of NMW issued and outstanding on the Effective Date of the Merger shall remain unaffected by the Merger.

ARTICLE III

EFFECTIVE DATE

The Merger shall become effective upon the date and time of filing of an appropriate Certificate of Merger with the Oklahoma Secretary of State and the Florida Department of State (the "Effective Date").

ARTICLE IV

AMENDMENT, TERMINATION AND MISCELLANEOUS

4.1 Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the Constituent Corporations at any time prior to the Effective Date with respect to any of the terms contained herein.

4.2 Abandonment. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by act of the Board of Directors of either of the Constituent Corporations if in the opinion of such Board of Directors, circumstances arise which in their opinion, makes the merger for any reason inadvisable.

4.3 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original.

Signature Pages Follow

IN WITNESS WHEREOF each of the Constituent Corporations has caused this Agreement to be executed by its President and attested by its Secretary as of the date first above written.

ATTEST:

NMW, INC.

By: Becky Stacy
Becky Stacy, Secretary

By: Douglas Workman
Douglas Workman, President

AMAFILTER GROUP, INC.

ATTEST:

By: Becky Stacy
Becky Stacy, Secretary

By: Darren Morgan
Darren Morgan, President

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