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## MERGER OR SHARE EXCHANGE

## NOVT Corporation

Certificate of Status	0
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**First: The name and jurisdiction of the surviving corporation:**

**Second: The name and jurisdiction of each merging corporation:**

**Third: The Plan of Merger is attached.**

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

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

*(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

~~ACFT Corporation (F)~~

~~Page 2, Gibson-Pond-950~~

**NOYT Corporation (DE)**

**Terry R. Gibson, President & CEO**

**PLAN OF MERGER**  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name \_\_\_\_\_

NOVT Corporation

**The name and jurisdiction of each subsidiary corporation:**

Name

NOVT Corporation

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent 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, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Each share of the Parent's common stock, \$0.01 par value per share, issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one validly issued, fully paid and nonassessable share of the Surviving Corporation's common stock, \$0.01 par value per share.

Each option to acquire shares of the Parent's Common Stock outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an equivalent option to acquire, upon the same terms and conditions, the number of shares of the Surviving Corporation's Common Stock, which is equal to the number of shares of the Parent's Common Stock that the optionee would have received had the optionee exercised such option in full immediately prior to the Effective Date (whether or not such option was then exercisable) and the exercise price per share under each of said options shall be equal to the exercise price per share thereunder immediately prior to the Effective Date, unless otherwise provided in the instrument granting such option.

*(Attach additional sheets if necessary)*

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

Each share of the Parent's common stock, \$0.01 par value per share, issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one validly issued, fully paid and nonassessable share of the Surviving Corporation's common stock, \$0.01 par value per share.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

Any other right, by contract or otherwise, to acquire shares of the Parent's Common Stock outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a right to acquire, upon the same terms and conditions, the number of shares of the Surviving Corporation's Common Stock which is equal to the number of shares of the Parent's Common Stock that the right holder would have received had the right holder exercised such right in full immediately prior to the Effective Date (whether or not such right was then exercisable) and the exercise price per share under each of said rights shall be equal to the exercise price per share thereunder immediately prior to the Effective Date, unless otherwise provided in the agreement granting such right.

**EXHIBIT I**

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as this "Agreement") dated as of September 23, 2007, is made and entered into by and between NOV T Corporation, a Florida corporation (the "Parent") and NOV T Corporation, a Delaware corporation (the "Subsidiary").

**RECITALS**

WHEREAS, the Parent is a corporation organized and existing under the laws of the State of Florida.

WHEREAS, the Subsidiary is a corporation organized and existing under the laws of the State of Delaware and is a wholly-owned subsidiary of the Parent.

WHEREAS, the Parent and the Subsidiary and their respective Boards of Directors deem it advisable and to the advantage, welfare, and best interests of the corporations and their shareholders and stockholder, respectively, to merge the Parent with and into the Subsidiary pursuant to the provisions of the Florida Business Corporation Act (the "FBCA") and the General Corporation Law of the State of Delaware (the "DGCL") upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Parent shall be merged with and into the Subsidiary (the "Merger") upon the terms and conditions hereinafter set forth.

**ARTICLE I**

**PRINCIPAL TERMS OF THE MERGER**

Section 1.1 Merger. On the Effective Date (as defined in Section 4.1 hereof), the Parent shall be merged with and into the Subsidiary, the separate existence of the Parent shall cease and the Subsidiary (following the Merger referred to as the "Surviving Corporation") shall continue as the surviving corporation of the Merger and shall operate under the name "NOV T Corporation" by virtue of, and shall be governed by, the laws of the State of Delaware. The address, including street, number, city and county of the registered office of the Surviving Corporation in the State of Delaware will be 615 South DuPont Highway, Dover, Delaware 19901, County of Kent, and the name of the registered agent of the Surviving Corporation in the State of Delaware at such address will be National Corporate Research, Ltd.

Section 1.2 Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of the Subsidiary immediately prior to the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation without change unless and until amended in accordance with applicable law.

## EXHIBIT I

Section 1.3 Bylaws of the Surviving Corporation. The Bylaws of the Subsidiary immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation without change unless and until amended or repealed in accordance with applicable law.

Section 1.4 Directors and Officers. At the Effective Date, the members of the Board of Directors, the committees of the Board of Directors and members thereof, and the officers of the Parent in office at the Effective Date shall become the members of the Board of Directors, the committees of the Board of Directors and members thereof and the officers, respectively, of the Surviving Corporation, each of such directors, committee members and officers to hold office, subject to the applicable provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation and the DGCL, until his or her successor is duly elected or appointed and qualified.

## ARTICLE II CONVERSION, CERTIFICATES AND PLANS

Section 2.1 Conversion of Shares. At the Effective Date, each of the following transactions shall be deemed to occur simultaneously:

(a) Common Stock. Each share of the Parent's common stock, \$0.01 par value per share (the "Parent's Common Stock"), issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one validly issued, fully paid and nonassessable share of the Surviving Corporation's common stock, \$0.01 par value per share (the "Surviving Corporation's Common Stock").

(b) Options. Each option to acquire shares of the Parent's Common Stock outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an equivalent option to acquire, upon the same terms and conditions, the number of shares of the Surviving Corporation's Common Stock, which is equal to the number of shares of the Parent's Common Stock that the optionee would have received had the optionee exercised such option in full immediately prior to the Effective Date (whether or not such option was then exercisable) and the exercise price per share under each of said options shall be equal to the exercise price per share thereunder immediately prior to the Effective Date, unless otherwise provided in the instrument granting such option.

(c) Other Rights. Any other right, by contract or otherwise, to acquire shares of the Parent's Common Stock outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a right to acquire, upon the same terms and conditions, the number of shares of the Surviving Corporation's Common Stock which is equal to the number of shares of the Parent's Common Stock that the right holder would have received had the right holder exercised such right in full immediately prior to the Effective Date (whether or not such right was then exercisable) and the exercise price per share under each of said rights shall be equal to the exercise price per share thereunder immediately prior to the Effective Date, unless otherwise provided in the agreement granting such right.

## **EXHIBIT I**

(d) **Cancellation of Subsidiary Shares Held by Parent.** Each share of the Subsidiary's common stock issued and outstanding immediately prior to the Effective Date which is held by the Parent shall be canceled without any consideration being issued or paid therefor.

**Section 2.2 Stock Certificates.** After the Effective Date, each certificate theretofore representing issued and outstanding shares of the Parent's Common Stock will thereafter be deemed to represent shares of the Surviving Corporation's Common Stock and will be so registered on the books and records of the Surviving Corporation or its transfer agent. The holders of outstanding certificates theretofore representing the Parent's Common Stock will not be required to surrender such certificates to the Parent. However, upon surrender of certificates formerly representing shares of the Parent's Common Stock, the Surviving Corporation will issue to the holder thereof certificates representing that number of shares of the Surviving Corporation's Common Stock into which such Parent's Common Stock has been converted pursuant to Section 2.1(a) hereof (as adjusted pursuant to Section 2.4 hereof).

**Section 2.3 Employee Benefit and Compensation Plans.** At the Effective Date, each employee benefit plan, incentive compensation plan and other similar plans to which the Parent is then a party shall be assumed by, and continue to be the plan of, the Surviving Corporation. To the extent any employee benefit plan, incentive compensation plan or other similar plan of the Parent provides for the issuance or purchase of, or otherwise relates to, the Parent's Common Stock, after the Effective Date such plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, the same class and series of the Surviving Corporation's Common Stock.

**Section 2.4 Certain Adjustments.** If, between the date of this Agreement and the Effective Date, the number of issued and outstanding shares of the Surviving Corporation's Common Stock shall have been changed into a different number of shares or different class by reason of any reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or a stock dividend or dividend payable in any other securities shall be declared with a record date (in the case of a stock dividend) or an effective date (in the case of a stock split or combination or similar recapitalization for which a record date is not set) within such period, or any similar event shall have occurred, the number of shares of the Surviving Corporation's Common Stock to be issued in exchanges for each share of the Parent's Common Stock shall each be proportionately adjusted to prevent any dilutive effect to the stockholders of the Parent which would otherwise result from any such transaction on a percentage of ownership basis.

## **ARTICLE III**

### **TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES**

**Section 3.1 Effects of the Merger.** At the Effective Date, the Merger shall have the effects specified in the FBCA, the DGCL and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; the rights, privileges, powers and franchises of the Parent and the Subsidiary, and all property



## **EXHIBIT I**

(real, personal and mixed), and all debts due to each of them on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation, as they were of the respective constituent entities, and the title to any real estate whether by deed or otherwise vested in the Parent and the Subsidiary or either of them, shall not revert to be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

**Section 3.2 Additional Actions.** If, at any time after the Effective Date, the Surviving Corporation 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 Surviving Corporation, title to and possession of any property, asset or right of the Parent acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Parent and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property, asset or right in the Surviving Corporation and otherwise to carry out the purposes of this Agreement. The proper officers and directors of the Surviving Corporation are fully authorized in the name of the Parent or otherwise to take any and all such action.

## **ARTICLE IV**

### **APPROVAL BY SHAREHOLDERS; AMENDMENT; EFFECTIVE DATE**

**Section 4.1 Approval.** This Agreement and the Merger contemplated hereby are subject to approval by the requisite vote of shareholders of the Parent in accordance with applicable Florida law and approval by the stockholder of the Subsidiary in accordance with applicable Delaware law. As promptly as practicable after such approval, duly authorized officers of the respective parties shall make and execute Articles of Merger and a Certificate of Merger and shall cause such documents to be filed with the Department of State of Florida and the Secretary of State of Delaware, respectively, in accordance with the laws of the States of Florida and Delaware. In this regard, the Parent, as the sole stockholder of the Subsidiary, hereby waives the requirements under Section 607.1104(3) that it be mailed a copy of this Agreement prior to the filing of the Articles of Merger with the State of Florida. The effective date of the Merger (the "Effective Date") shall be the date on which the Merger becomes effective under the laws of Florida or the date on which the Merger becomes effective under the laws of Delaware, whichever occurs later.

**Section 4.2 Amendments.** The Board of Directors of the Parent and the Board of Directors of the Subsidiary may amend this Agreement at any time prior to the Effective Date, whether before or after the adoption of this Agreement by the shareholders of the Parent and the stockholder of the Subsidiary; provided, however, that after any such adoption, there shall not be made any amendment that by law requires the further approval by the shareholders of the Parent and the stockholder of the Subsidiary without such further approval. This Agreement may not be

## EXHIBIT I

amended except by an instrument in writing signed on behalf of each of the Parent and the Subsidiary.

### **ARTICLE V REPRESENTATIONS AND WARRANTIES**

Section 5.1 Representations and Warranties of the Parent. The Parent hereby represents and warrants that it:

(a) is a corporation duly incorporated, validly existing and having active status under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its Amended and Restated Articles of Incorporation or Amended and Restated Bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the shareholders of the Parent in accordance with the FBCA and its Amended and Restated Articles of Incorporation and Amended and Restated Bylaws, to consummate the Merger and the other transactions contemplated by this Agreement.

Section 5.2 Representations and Warranties of the Subsidiary. The Subsidiary hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary;

(c) is not in violation of any provisions of its Certificate of Incorporation or Bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the stockholder of the Subsidiary in accordance with the DGCL and its Certificate of Incorporation and Bylaws, to consummate the Merger and the other transactions contemplated by this Agreement.

### **ARTICLE VI MISCELLANEOUS**

Section 6.1 Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the filing of Articles of Merger and a Certificate of Merger with the

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## **EXHIBIT I**

Department of State of Florida and the Secretary of State of Delaware, respectively, whether before or after shareholder approval of this Agreement, by the consent of the Board of Directors of the Parent and the Subsidiary.

Section 6.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

Section 6.3 No Waivers. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 6.4 Assignment; Third Party Beneficiaries. Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

Section 6.5 Descriptive Headings. The descriptive headings are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

Section 6.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, except to the extent the laws of the State of Florida shall mandatorily apply to the Merger.

**EXHIBIT 1**

IN WITNESS WHEREOF, the undersigned officers of each of the parties to this Agreement, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement to be duly executed on the date first set forth above.

NOVT CORPORATION,  
a Florida corporation

By: /s/Terry Gibson  
Terry Gibson, Chief Executive Officer

NOVT CORPORATION,  
a Delaware corporation

By: /s/ Terry Gibson  
Terry Gibson, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned officers of each of the parties to this Agreement, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement to be duly executed on the date first set forth above.

NOVT CORPORATION,  
a Florida corporation

By: 

Terry Gibson, Chief Executive Officer

NOVT CORPORATION,  
a Delaware corporation

By: 

Terry Gibson, Chief Executive Officer