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LAW OFFICES
DONALD P. MARDER
ATTORNEY AT LAW

PENTHOUSE FIVE

TEL: (305) 666-0084

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MIAMI, FLORIDA 33156

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December 12, 2005

Florida Dept. of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Custom Controls Technology Holdings, Inc.
Document No. P04000000119
Custom Controls Technology, Inc.
Document No. J76106

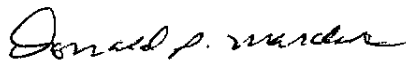
To Whom It May Concern:

Enclosed are the following original documents which I am submitting for filing:

- (1) Articles of Merger
- (2) Plan and Agreement of Reorganization

Enclosed also is my check in the amount of \$70.00 for the merger fee for the two corporations.
Please contact me if you need any additional information.

Very truly yours,



DONALD P. MARDER

ARTICLES OF MERGER

OF

CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.
(Document No. P04000000119)

INTO CUSTOM CONTROLS TECHNOLOGY, INC.
(Document No. J76106)

FILED
05 DEC 19 AM 10: 09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105, Florida Statutes, the undersigned corporations, **CUSTOM CONTROLS TECHNOLOGY, INC.**, a Florida corporation, and **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, a Florida corporation, adopt the following Articles of Merger for the purpose of merging **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** into **CUSTOM CONTROLS TECHNOLOGY, INC.**:

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** into **CUSTOM CONTROLS TECHNOLOGY, INC.** is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. There are 100 shares of common stock, each of \$1.00 par value of **CUSTOM CONTROLS TECHNOLOGY, INC.** issued and outstanding that were entitled to vote on the Plan of Merger. All 100 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of **CUSTOM CONTROLS TECHNOLOGY, INC.** held on September 15, 2005.

3. There are 60 shares of common stock, each of no par value, of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, issued and outstanding that were entitled to vote on the Plan of Merger. All 60 shares were voted in favor of the Plan of Merger, and no shares were voted against The Plan of Merger, at a special meeting of the shareholders of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** held on September 15, 2005.

Effective Date

4. The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations have caused these Articles to be signed as of September 15th, 2005.

CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.

BY: Sheila Gallo
SHEILA GALLO, President

ATTEST:

Sheila Gallo
Sheila Gallo secretary
Type name and title

(SEAL)

CUSTOM CONTROLS TECHNOLOGY, INC.

BY: Gerardo Gallo
GERARDO GALLO, President

ATTEST:

Sheila Gallo
Sheila Gallo secretary
Type Name and Title

(SEAL)

PLAN AND AGREEMENT OF REORGANIZATION

by merger of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**

with and into **CUSTOM CONTROLS TECHNOLOGY, INC.**

under the name of **CUSTOM CONTROLS TECHNOLOGY, INC.**

This is a Plan and Agreement of Merger (Agreement) between **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, a Florida corporation, and **CUSTOM CONTROLS TECHNOLOGY, INC.**, a Florida corporation (the Surviving Corporation).

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall be merged with and into **CUSTOM CONTROLS TECHNOLOGY, INC.**, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be **CUSTOM CONTROLS TECHNOLOGY, INC.**.

(c) When this Agreement shall become effective, the separate corporate existence of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to merger.

(d) The Surviving Corporation will carry on business with the assets of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, as well as with the assets of **CUSTOM CONTROLS TECHNOLOGY, INC.**.

(e) The shareholders of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set

forth in Article 4 below, shares of its common stock.

(g) The shareholders of **CUSTOM CONTROLS TECHNOLOGY, INC.** will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of **CUSTOM CONTROLS TECHNOLOGY, INC.**, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be September 15, 2005.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** represents and warrants to the Surviving Corporation as follows:

(a) **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** has an authorized initial capitalization of \$100.00, consisting of 100 shares of common stock, each of no par value, of which 60 shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

(c) **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** has furnished the Surviving Corporation with the audited balance sheet of **CUSTOM CONTROLS TECHNOLOGY, INC.** as of June 30, 2005, and the related statement of income for the twelve (12) months ending December 31, 2004, and an interim unaudited balance sheet (the Balance Sheet) as of June 30, 2005, and the related statement of income for 2004. These financial statements (i) are in accordance with the books and records of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, (ii) fairly present the financial condition of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** as of those dates

and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** has not been delinquent in the payment of any tax or assessment.

2.02. As a material inducement to **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** to execute this Agreement and perform its obligations under this Agreement, **CUSTOM CONTROLS TECHNOLOGY, INC.** represents and warrants to **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** as follows:

(a) **CUSTOM CONTROLS TECHNOLOGY, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. **CUSTOM CONTROLS TECHNOLOGY, INC.** is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) **CUSTOM CONTROLS TECHNOLOGY, INC.** has an authorized capitalization of \$1,000.00, consisting of 1,000 shares of the common stock; 100 shares are validly issued and outstanding, fully paid, and non-assessable.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities,

or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all anti-fraud restrictions in this area.

**ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS
PRIOR TO THE EFFECTIVE DATE**

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of **CUSTOM CONTROLS TECHNOLOGY, INC.**, pending consummation of the merger, **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall not:

(a) Except on declaration and payment of a cash dividend on its common stock, declare or pay any dividend or make any other distribution on its shares.

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

**Conditions Precedent to Obligations
of CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**

3.03. Except as may be expressly waived in writing by **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, all of the obligations of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**:

(a) The representations and warranties made by **CUSTOM CONTROLS TECHNOLOGY, INC.** to **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date

and shall then be true and correct in all material respects. If **CUSTOM CONTROLS TECHNOLOGY, INC.** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**

(b) **CUSTOM CONTROLS TECHNOLOGY, INC.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) **CUSTOM CONTROLS TECHNOLOGY, INC.** shall have delivered to **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** an opinion of Donald P. Marder, Esq., counsel for **CUSTOM CONTROLS TECHNOLOGY, INC.**, dated the Effective Date, to the effect that:

- (1) **CUSTOM CONTROLS TECHNOLOGY, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of **CUSTOM CONTROLS TECHNOLOGY, INC.**, and that it has no subsidiaries.
- (2) The execution, the delivery, and the performance of this Agreement by **CUSTOM CONTROLS TECHNOLOGY, INC.** has been duly authorized and approved by requisite corporate action of **CUSTOM CONTROLS TECHNOLOGY, INC.**
- (3) This Agreement and the instruments delivered to **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** under this Agreement have been duly and validly executed and delivered by **CUSTOM CONTROLS TECHNOLOGY, INC.** and constitute the valid and binding obligations of **CUSTOM CONTROLS TECHNOLOGY, INC.**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) **CUSTOM CONTROLS TECHNOLOGY, INC.** shall have delivered to **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC..**

**Conditions Precedent to Obligations
of CUSTOM CONTROLS TECHNOLOGY, INC.**

3.04. Except as may be expressly waived in writing by **CUSTOM CONTROLS TECHNOLOGY, INC.**, all of the obligations of **CUSTOM CONTROLS TECHNOLOGY, INC.** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.:**

(a) The representations of warranties made by **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** to **CUSTOM CONTROLS TECHNOLOGY, INC.** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to be true and correct. If **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **CUSTOM CONTROLS TECHNOLOGY, INC.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **CUSTOM CONTROLS TECHNOLOGY, INC..**

(b) **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall have delivered to **CUSTOM CONTROLS TECHNOLOGY, INC.** an opinion of Donald P. Marder, Esq., counsel for **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, dated the Effective Date, to the effect that:

- (1) **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction

where failure to qualify would materially and adversely affect the business or properties of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, and that it has no subsidiaries.

- (2) The execution, the delivery, and the performance of this Agreement by **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** has been duly authorized and approved by requisite corporate action of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**.
- (3) This Agreement and the instruments delivered to **CUSTOM CONTROLS TECHNOLOGY, INC.** under this Agreement have been duly and validly executed and delivered by **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** and constitute the valid and binding obligations of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall have delivered to **CUSTOM CONTROLS TECHNOLOGY, INC.** a certificate dated the Effective Date executed in its corporate name by its President and Secretary of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** and certifying to the satisfaction of the conditions specified in Subparagraphs [(a) and (b) or (a), (b), and (f)] of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) Each stockholder shall have delivered a letter to **CUSTOM CONTROLS TECHNOLOGY, INC.** containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

(g) Sheila Gallo shall have entered into an Employment Agreement with **CUSTOM CONTROLS TECHNOLOGY, INC.** in a form mutually agreed on by the parties to this Agreement.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall surrender their shares to the Secretary of **CUSTOM CONTROLS TECHNOLOGY, INC.**, promptly

after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. (a) The shareholders of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall be entitled to received 40 shares of the Surviving Corporation, each of \$1.00 par value, being 40% percent of the total outstanding shares of common stock of the Surviving Corporation, to be distributed on the basis of one share for each 1.5 shares of common stock of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC..**

Shares of Survivor

4.03. (a) The currently outstanding 60 shares of common stock of **CUSTOM CONTROLS TECHNOLOGY, INC.** shall remain outstanding as common shares of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. On Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

(a) Directors: GERARDO GALLO, SHEILA GALLO

(b) Officers : GERARDO GALLO; President
SHEILA GALLO, Vice Pres., Secretary, Treasurer

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01. The bylaws of **CUSTOM CONTROLS TECHNOLOGY, INC.**, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

**ARTICLE 7. NATURE AND SURVIVAL OF
WARRANTIES, INDEMNIFICATION,
AND EXPENSES OF NONSURVIVOR**

**Nature and Survival of
Representations and Warranties**

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC., CUSTOM CONTROLS TECHNOLOGY, INC.**, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three (3) years after the Effective Date. No inspection, examination or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02. **CUSTOM TECHNOLOGY HOLDINGS, INC. and SHEILA GALLO** agree that they:

(a) Make those representations and warranties to **CUSTOM CONTROLS TECHNOLOGY, INC.** as are described in Article 2 of this Agreement, as of the Effective Date.

(b) Agree that the representations and warranties made by him or her shall survive for a period of three (3) years after the Effective Date.

(c) Agree to indemnify **CUSTOM CONTROLS TECHNOLOGY, INC.** for misrepresentation or breach of any warranty made to it.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

- (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
- (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of **CUSTOM CONTROLS TECHNOLOGY, INC.** if without the prior consent in writing of **CUSTOM CONTROLS TECHNOLOGY, INC., CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** shall have:

- (1) Declared or paid a cash dividend on its common stock in excess of \$1.00 per share, or declared or paid any other dividend or made any other distribution on its shares.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02. If any election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.** further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of **CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.**, to: Sheila Gallo, 6770 N.W. 37th Avenue, Miami, FL 33147.

(b) In the case of **CUSTOM CONTROLS TECHNOLOGY, INC.**, to: Sheila Gallo or Gerardo Gallo, 6770 N.W. 37th Avenue, Miami, FL 33147.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on September 15th, 2005.

CUSTOM CONTROLS TECHNOLOGY HOLDINGS, INC.

BY: Sheila Gallo
SHEILA GALLO, President

ATTEST:

x Sheila Gallo
Sheila Gallo
Type Name Secretary

(SEAL)

CUSTOM CONTROLS TECHNOLOGY, INC.

BY: Gerardo Gallo
GERARDO GALLO, President

ATTEST:

y Sheila Gallo
Sheila Gallo
Type Name Secretary

(SEAL)

This instrument prepared by: DONALD P. MARDER, ESQ.
9400 South Dadeland Blvd., PH-5
Miami, FL 33156
Tel: (305) 666-0084