

581307

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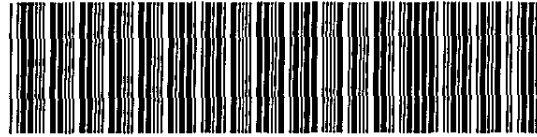
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Office Use Only

Gave OK to
correct name of
corp. in Articles of
merger. (58)



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FILED
05 MAR 23 PM 3:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4/11/05
merger
sf

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ALL MARK PAVEMENT MARKING SYSTEMS, INC.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

GINNIE VAN KESTEREN, ESQUIRE
(Name of person)

GINNIE VAN KESTEREN, P.A.
(Name of firm/company)

111 SECOND AVENUE NE, SUITE 706
(Address)

ST. PETERSBURG, FL 33701-3411
(City/state and zip code)

For further information concerning this matter, please call:

GINNIE VAN KESTEREN at (727) 898-9669
(Name of person) (Area code & daytime telephone number)

☐ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

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, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ALL MARK PAVEMENT MARKING SYSTEMS, INC.	FLORIDA	J81307

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
NEWMARK MANUFACTURING, INC.	FLORIDA	P98000055271
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 3/22/2005.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 3/22/2005 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 3/22/2005.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 3/22/2005 and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
05 MAR 23 PM 3:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Typed or Printed Name of Individual & Title

KAREN E. BORNSTINE, PRESIDENT

EDDY A. BORNSTINE, PRESIDENT

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. 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>
ALL MARK PAVEMENT MARKING SYSTEMS, INC.	FLORIDA

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
NEWMARK MANUFACTURING, INC.	FLORIDA
_____	_____
_____	_____
_____	_____
_____	_____

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

At the Effective time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of NMM and AMPMS shall vest in the Surviving Corporation, and all debts, liabilities and duties of NMM and AMPMS shall become the debts, liabilities and duties of the Surviving Corporation.

At the Effective time of the Merger (i) the Certificate of Incorporation and Bylaws of AMPMS, as in effect immediately prior to the Effective time of the Merger, shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, and (ii) the officers and directors of AMPMS immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

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:

FOR THE RESPONSE TO THIS PARAGRAPH, SEE THE ATTACHED SHEET.

(Attach additional sheets if necessary)

+

PLAN OF MERGER (Non Subsidiaries)

Response to Fourth paragraph:

Each certificate representing AMPMS Common Stock immediately prior to the Effective Time of the Merger shall be deemed, without the need for any exchange or transfer, to represent the same number of shares of the Surviving Corporation.

At the Effective Time of the Merger, each share of NMM Common Stock that is issued and outstanding immediately prior to the Effective Time of the Merger shall be cancelled and retired and all rights in respect thereof shall cease to exist without any conversion thereof or payment therefor and no stock of AMPMS or other consideration shall be delivered in exchange therefor.

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

At the Effective time of the Merger (i) the Certificate of Incorporation and Bylaws of AMPMS, as in effect immediately prior to the Effective time of the Merger, shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, and (ii) the officers and directors of AMPMS immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

The Merger shall become effective upon such filing of the Florida Articles of Merger.

AGREEMENT AND PLAN OF MERGER
between
NEWMARK MANUFACTURING, INC.
and
ALL MARK PAVEMENT MARKING SYSTEMS, INC.

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of March 22, 2005, between NEWMARK MANUFACTURING, INC., a Florida corporation ("NMM"), and ALL MARK PAVEMENT MARKING SYSTEMS, INC., a Florida corporation ("AMPMS").

RECITALS

A. NMM has an authorized capitalization of (i) 1000 shares of common stock, par value \$1.00 per share ("NMM Common Stock"), of which 1000 shares are issued and outstanding on the date hereof.

B. AMPMS has an authorized capitalization of (i) 1000 shares of common stock, par value \$1.00 per share ("AMPMS Common Stock"), of which 1000 shares are issued and outstanding on the date hereof.

C. The respective Boards of Directors of NMM and AMPMS have determined that it is advisable that NMM be merged with and into AMPMS (the "Merger"), with AMPMS continuing as the surviving corporation in the Merger (the "Surviving Corporation") pursuant and subject to the terms and conditions of this Agreement and applicable law.

D. The Merger is intended to qualify as a "reorganization" under the provisions of Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
THE MERGER

1.1 THE MERGER. Upon the terms and conditions of this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in SECTION 1.2), NMM shall be merged with and into AMPMS. As a result of the Merger, the separate existence of NMM shall cease and AMPMS shall continue as the Surviving Corporation of the Merger.

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the articles of merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at the

Closing (as defined in Section 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective time of the Merger").

1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place on March 22, 2005, at the offices of NMM, 3748 Copeland Drive, Zephyrhills, FL 33542, unless another date or place is agreed to in writing by the parties hereto.

1.4 EFFECTS OF THE MERGER. At the Effective time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of NMM and AMPMS shall vest in the Surviving Corporation, and all debts, liabilities and duties of NMM and AMPMS shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 SURVIVING CORPORATION ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective time of the Merger (i) the Certificate of Incorporation and Bylaws of AMPMS, as in effect immediately prior to the Effective time of the Merger, shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, and (ii) the officers and directors of AMPMS immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

ARTICLE II EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

2.1 EFFECT ON CAPITAL STOCK. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of AMPMS or NMM or the holders of securities of either of the foregoing:

(a) AMPMS CAPITAL STOCK. Each certificate representing AMPMS Common Stock immediately prior to the Effective Time of the Merger shall be deemed, without the need for any exchange or transfer, to represent the same number of shares of the Surviving Corporation.

(b) CANCELLATION OF STOCK. At the Effective Time of the Merger, each share of NMM Common Stock that is issued and outstanding immediately prior to the Effective Time of the Merger shall be cancelled and retired and all rights in respect thereof shall cease to exist without any conversion thereof or payment therefor and no stock of AMPMS or other consideration shall be delivered in exchange therefor.

2.2 STOCK TRANSFER BOOKS. At the Effective Time of the Merger, the stock transfer books for the shares of NMM Common Stock shall be deemed closed, and no transfer of such shares shall thereafter be made or consummated.

2.3 TAX CONSEQUENCES. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code.

ARTICLE III

ADDITIONAL AGREEMENTS

3.1 DIRECTORS AND MANAGEMENT OF AMPMS AFTER THE EFFECTIVE TIME OF THE MERGER. Upon the Effective Time of the Merger, the AMPMS Board of Directors will consist of the persons serving as directors of AMPMS immediately prior to the Effective Time of the Merger. In addition, upon the Effective Time of the Merger, AMPMS management will consist of the persons serving as AMPMS management team immediately prior to the Effective Time of the Merger.

3.2 CONSENT. Each of NMM and AMPMS shall promptly apply for or otherwise seek, and use its best efforts to obtain, all consents and approvals required to be obtained by it for consummation of the Merger.

ARTICLE IV

CONDITIONS PRECEDENT

4.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) STOCKHOLDER APPROVALS. This Agreement shall have been approved and adopted by the stockholders of NMM and AMPMS to the extent, but only to the extent, required by applicable law.

(b) LEGAL ACTION. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, relating any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

(c) STATUTES. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger illegal.

ARTICLE V

GENERAL PROVISIONS

5.1 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force

and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.2 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

5.3 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

5.4 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.5 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

5.6 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

IN WITNESS WHEREOF, NEWMARK MANUFACTURING, INC. and ALL MARK PAVEMENT MARKING SYSTEMS, INC. have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

NEWMARK MANUFACTURING, INC.

By: Eddy A. Bornstine
Eddy A. Bornstine, President

ALL MARK PAVEMENT MARKING
SYSTEMS, INC.

By: Karen E. Bornstine
Karen E. Bornstine, President

**RESOLUTION
Of
ALL MARK PAVEMENT MARKING SYSTEMS, INC.**

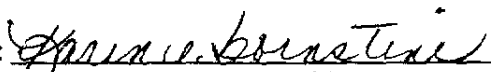
The undersigned, representing all of the officers, directors and shareholders of ALL MARK PAVEMENT MARKING SYSTEMS, INC., having considered the plan of merger of NEWMARK MANUFACTURING, INC. with ALL MARK PAVEMENT MARKING SYSTEMS, INC. (the Plan), deem it in the best business interest of the corporation and its shareholders that this corporation merge according to the terms of such Plan; it is


RESOLVED, that the merger of this corporation with NEWMARK MANUFACTURING, INC., and the terms and conditions of the proposed Plan for carrying the merger into effect are adopted and approved; a copy of which Plan shall be inserted in the minute book of the corporation immediately following the minutes of this meeting; and it is

FURTHER RESOLVED, that the appropriate officers of this corporation are authorized and directed to execute all documents and to take all actions they may deem necessary or advisable to carry out and accomplish the purposes of this resolution.

IN WITNESS WHEREOF, we have affixed our signatures as President, Director and Shareholders of the corporation on this 22nd day of March, 2005.

**ALL MARK PAVEMENT MARKING
SYSTEMS, INC.**

By: 
Karen E. Bornstine, President, Treasurer,
Director and Shareholder

By: 
Eddy A. Bornstine, Vice President, Secretary
and Shareholder

**RESOLUTION
Of
NEWMARK MANUFACTURING, INC.**

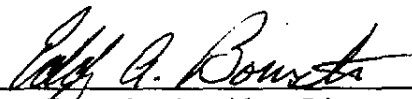
The undersigned, representing all of the officers, directors and the sole shareholder of NEWMARK MANUFACTURING, INC., having considered the plan of merger of NEWMARK MANUFACTURING, INC. with ALL MARK PAVEMENT MARKING SYSTEMS, INC. (the Plan), deem it in the best business interest of the corporation and its shareholders that this corporation merge according to the terms of such Plan; it is

RESOLVED, that the merger of this corporation with ALL MARK PAVEMENT MARKING SYSTEMS, INC., and the terms and conditions of the proposed Plan for carrying the merger into effect are adopted and approved; a copy of which Plan shall be inserted in the minute book of the corporation immediately following the minutes of this meeting; and it is

FURTHER RESOLVED, that the appropriate officers of this corporation are authorized and directed to execute all documents and to take all actions they may deem necessary or advisable to carry out and accomplish the purposes of this resolution.

IN WITNESS WHEREOF, I have affixed my signature as President, Director and Sole Shareholder of the corporation on this 22nd day of March, 2005.

NEWMARK MANUFACTURING, INC.

By: 
Eddy A. Cornstine, President, Director and
Sole Shareholder