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MERGER OR SHARE EXCHANGE

Merge Guntner IL LLC

Certificate of Status	0
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Page Count	11
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G. MCLEOD

APR 29 2008

EXAMINER

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Guntner U.S. LLC	Florida	LLC
Merge Guntner IL LLC	Illinois	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Merge Guntner IL LLC	Illinois	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1870 Roselle Road, Hillcrest Commons

Suite 105

Schaumburg IL 60195

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 1870 Roselle Road, Hillcrest Commons

Suite 105

Schaumburg IL 60195



Mailing address: 1870 Roselle Road, Hillcrest Commons

Suite 105

Schaumburg IL 60195

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Guntner U.S. LLC <input checked="" type="checkbox"/>		Christian Weiser
Merge Guntner IL LLC <input checked="" type="checkbox"/>		Christian Weiser

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees:

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Guntner U.S. LLC	Florida	LLC
Merge Guntner IL LLC	Illinois	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Merge Guntner IL LLC	Illinois	LLC

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

Attached

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Attached

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Attached

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

OF

GUNTNER U.S. LLC
(a Florida limited liability company)

and

MERGE GUNTNER IL LLC
(an Illinois limited liability company)

THIS AGREEMENT AND PLAN OF MERGER, dated as of April 25, 2008, (the "Agreement and Plan of Merger"), governs the merger of Guntner U.S. LLC, a Florida limited liability company ("Guntner FL") and Merge Guntner IL LLC, an Illinois limited liability company ("Guntner IL"). Guntner FL and Guntner IL are sometimes referred to herein as the "Constituent Companies".

RECITALS

A. Guntner FL is a limited liability company organized and existing under the laws of the State of Florida and has unlimited authorized ownership interests pursuant to its Operating Agreement dated as of November 1, 2002, as amended ("Guntner FL Interests").

B. Guntner IL is a limited liability company organized and existing under the laws of the State of Illinois and has unlimited authorized units pursuant to its Operating Agreement dated as of April 24, 2008 ("Guntner IL Units").

C. The Members of Guntner FL and Guntner IL have determined that it is advisable and in the best interests of the Constituent Companies that Guntner FL merge with and into Guntner IL upon the terms and conditions herein provided, and this Agreement and Plan of Merger shall be submitted to them for their consideration and approval.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Companies hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

MERGER

1.1 MERGER. In accordance with the provisions of this Agreement and Plan of Merger and Section 608.4381 of the Florida Statutes, Guntner FL shall be merged with and into Guntner IL (the "Merger"), the separate existence of Guntner FL shall cease and Guntner IL shall survive the Merger and shall continue to be governed by the laws of the State of Illinois. Guntner IL shall be, and is herein sometimes referred to as, the "Surviving Company". The name of the Surviving Company shall be Guntner U.S. LLC.

1.2 FILING AND EFFECTIVENESS. Except as otherwise provided herein, the Merger shall become effective when the following actions shall have been completed:

(a) The Agreement and Plan of Merger shall have been adopted and approved by the Members of Guntner FL and Guntner IL in accordance with the requirements of Florida and Illinois law.

(b) All of the conditions precedent to the consummation of the Merger shall have been satisfied or duly waived by the party entitled to satisfaction thereof.

(c) The Certificate of Merger meeting the requirements of Section 608.4381 of the Florida Statutes shall have been filed with the Florida Department of State. The Merger shall be effective upon such filing with the Florida Department of State (the "Effective Date").

1.3 EFFECT OF THE MERGER. On the Effective Date, the separate existence of Guntner FL shall cease and Guntner IL, as the Surviving Company shall, without any further action by the Members of the Constituent Companies (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date, (ii) assume, accept, adopt, ratify and confirm, as if taken by the Surviving Company, and thereby shall become subject to, all actions previously taken by its and Guntner FL's Members and Board of Managers, as the case may be, (iii) succeed, without other transfer, to all of the assets, rights, powers and property of Guntner FL in the manner more fully set forth in the applicable provisions of Florida law, (iv) continue to be subject to all of the debts, liabilities and obligations of Guntner IL as constituted immediately prior to the Effective Date, and (v) succeed, without other transfer, to all of the debts, liabilities and obligations of Guntner FL in the same manner as if Guntner IL had itself incurred them, all as more fully provided under the applicable provisions of the Florida Statutes.

ARTICLE 2

CHARTER DOCUMENTS, MANAGERS

2.1 ARTICLES OF ORGANIZATION. The Articles of Organization of Guntner IL as in effect immediately prior to the Effective Date shall continue in full force and effect as the Articles of Organization of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.2 OPERATING AGREEMENT. The Operating Agreement of Guntner IL as in effect immediately prior to the Effective Date shall continue in full force and effect as the limited liability company operating agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.3 MANAGERS. The management and officers of Guntner IL as in effect immediately prior to the Effective Date shall continue serving as the management and officers of the Surviving Company until their successors shall have been duly qualified and elected in accordance with the provisions of the Operating Agreement of Guntner IL and applicable law.

ARTICLE 3

MANNER OF CONVERSION OF MEMBERSHIP INTERESTS

3.1 Guntner IL UNITS. On the Effective Date, each Guntner IL Unit issued and outstanding immediately prior thereto shall remain unaffected by the Merger.

3.2 Guntner FL INTERESTS. On the Effective Date, all of the Guntner FL Interests that are issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Companies or any other person, automatically be canceled and extinguished, without payment of any further consideration. Any outstanding certificates representing the Guntner FL Interests are canceled by virtue of the Merger and without further action by the holders thereof.

ARTICLE 4

GENERAL

4.1 ABANDONMENT. At any time before the Effective Date, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned for any reason whatsoever by the Members of Guntner IL or Guntner FL, or both, notwithstanding the approval of this Agreement and Plan of Merger by the shareholders or Members of the Constituent Companies.

4.2 AMENDMENT. At any time before the Effective Date, this Agreement and Plan of Merger may be amended by the Members of the Constituent Companies.

4.3 ADDRESS OF SURVIVING COMPANY. The street address of the Surviving Company's principal place of business shall be: 1870 Roselle Road, Suite 105, Hillcrest Commons, Schaumburg, Illinois 60195 U.S.A.

4.4 FURTHER ASSURANCES. From time to time, as and when required by Guntner IL or by its successors or assigns, there shall be executed and delivered on behalf of Guntner FL such deeds and other instruments, and there shall be taken or caused to be taken by the Constituent Companies such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Guntner IL the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Guntner FL and otherwise to carry out the purpose of this Agreement and Plan of Merger, and the managers and officers of Guntner IL or otherwise are authorized and directed to take any and all such action and to execute and deliver any and all such deeds and other instruments.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first written above.


GUNTNER U.S. LLC, a Florida limited liability company

By: FERAC INDUSTRIES U.S. INC., its sole member

By: 
Name: Christian Weiser
Title: President

MERGE GUNTNER IL LLC, an Illinois limited liability company

By: FERAC INDUSTRIES U.S. INC., its sole member

By: 
Name: Christian Weiser
Title: President