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P00000081130

May 22, 2001

Florida Department of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

Dear Sir or Madame:

700004315477--5  
-05/24/01--01074--017  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

My firm represents New Advanced Products, Inc., a Florida Corporation. New Advanced Products is merging with New Age Products, Inc., a California Corporation. The Florida Registration Number for New Advanced Products, Inc. is P00000081130. Please find enclosed an original and one copy of the following documents to be filed with your office:

1. Articles of Merger of New Age Products, Inc. into New Advanced Products, Inc.
2. Agreement and Plan of Merger Between New Age Products, Inc. and New Advanced Products, Inc.
3. Amended Articles of Incorporation for New Advanced Products, Inc.

Also included is the \$35 filing fee for filing merger documents and a \$35 filing fee for the Amended Articles of Incorporation.

Sincerely Yours,

*Neil H. Butler*  
Neil H. Butler

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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FILED

ac 6-1 merger

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

NEW AGE PRODUCTS, INC. A CALIFORNIA CORPORATION, NOT  
QUALIFIED IN FLORIDA

INTO

**NEW ADVANCED PRODUCTS INC, a Florida entity, P00000081130.**

File date: May 24, 2001

Corporate Specialist: Anna Chesnut

ARTICLES OF MERGER

OF

NEW AGE PRODUCTS, INC., a California Corporation,

INTO

NEW ADVANCED PRODUCTS INC, a Florida Corporation.

THE ARTICLES OF MERGER between NEW AGE PRODUCTS, INC. (NAP California), a California Corporation, and NEW ADVANCED PRODUCTS INC (NAP Florida), a Florida Corporation.

NAP California and NAP Florida adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated ~~April~~ <sup>MAY</sup> 8, 2001, between NAP California and NAP Florida was approved and adopted by the Board of Directors of NAP California and NAP Florida because shareholder approval is not required.
2. The Agreement and Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.
3. The date and time of the effectiveness of the Merger is on the date of filing of these Articles of Merger with the Secretary of State of Florida and the Secretary of State of California.

~~April~~ <sup>MAY</sup> 8, 2001. IN WITNESS WHEREOF, the parties have set their hands on

ATTEST:

NEW AGE PRODUCTS, INC.  
A California Corporation

By: Marvin Mick  
Marvin Mick, President

\_\_\_\_\_  
Corporate Seal

NEW ADVANCED PRODUCTS, INC.  
A Florida Corporation

By: Marvin Mick  
Marvin Mick, President

\_\_\_\_\_  
Corporate Seal

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SECRETARY OF STATE  
STATEWIDE  
TALLAHASSEE, FLORIDA

FILED

AGREEMENT AND PLAN OF MERGER

BETWEEN

NEW AGE PRODUCTS, INC.  
(A CALIFORNIA CORPORATION)

AND

NEW ADVANCED PRODUCTS, INC  
(A FLORIDA CORPORATION)

DATED AS OF <sup>MAY</sup> ~~APRIL~~ 8, 2001

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THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of ~~April~~ May 8, 2001 by and between New Age Products, Inc., a California Corporation ("NAP California"), and New Advanced Products, Inc., a Florida Corporation ("NAP Florida"). NAP California and NAP Florida are hereinafter sometimes collectively referred to as the "Constituent Corporations."

#### RECITALS

- A. NAP California was incorporated on December 21, 1992. Its authorized capital stock consists of 100,000 shares of which 100,000 share are issued and outstanding.
- B. NAP Florida was incorporated on August 28, 2000. An amendment to the articles of incorporation was filed on. Its authorized capital stock consists of 100,000 shares of which 100,000 shares are issued and outstanding.
- C. The respective Boards of Directors of NAP California and NAP Florida deem it advisable and to the advantage of each of the Constituent Corporations that NAP California merge with and into NAP Florida upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change of the state of incorporation of NAP California from California to Florida.
- D. The Board of Directors of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that NAP California shall merge with and into NAP Florida on the following terms, conditions and other provisions:

#### 1. THE MERGER

##### 1.1 MERGER AND EFFECTIVE TIME.

At the Effective Time (as defined below), NAP California shall be merged with and into NAP Florida (the "Merger"), and NAP Florida shall be the surviving corporation of the Merger (the "Surviving Corporation"). The Merger shall become effective upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required documents, is filed with the Secretary of State of the State of Florida, (the "Effective Time").

## 1.2 EFFECT OF MERGER.

At the Effective Time, the separate corporate existence of NAP California shall cease; the corporate identity, existence, powers, rights and immunities of NAP Florida as the Surviving Corporation shall continue unimpaired by the Merger; and NAP Florida shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of NAP California, all without further act or deed.

## 1.3 GOVERNING DOCUMENTS.

At the Effective Time, the Certificate of Incorporation of NAP Florida in effect at the Effective Time shall become the Certificate of Incorporation of the Surviving Corporation and the Bylaws of NAP California in effect at the Effective Time, without amendment thereto, shall become the Bylaws of the Surviving Corporation.

## 1.4 DIRECTORS AND OFFICERS.

At the Effective Time, the directors and officers of NAP California shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time shall serve in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

# 2. CONVERSION OF SHARES

## 2.1 CONVERSION OF SHARES OF NAP CALIFORNIA.

Subject to the terms and conditions of this Agreement, at the Effective Time, each share of NAP California stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of NAP Florida stock.

## 2.2 STOCK CERTIFICATES.

At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of NAP California stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of NAP Florida stock into which such shares of NAP California are converted as provided herein. The registered owner on the books and records

of NAP California of any such outstanding stock certificate for NAP California stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to NAP Florida or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of NAP Florida stock evidenced by such outstanding certificate as above provided.

### 2.3 EXCHANGE OF CERTIFICATES.

Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practical after the Effective Time, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

## 3. EFFECT OF THE MERGER

### 3.1 RIGHTS, PRIVILEGES, ETC.

On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of NAP California and NAP Florida; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of NAP California and NAP Florida on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in NAP California or NAP Florida, shall not revert or in any way be impaired by reason of this Merger; and all liens upon the property of NAP California or NAP Florida shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

### 3.2 INTELLECTUAL PROPERTY

On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall

retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of the intellectual property owned by NAP California or NAP Florida. The term "intellectual property" shall mean all industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, marketing materials, inventions, trade dress, logos and designs and all documentation and media constituting, describing or relating to the foregoing.

### 3.3 EMPLOYEE BENEFIT PLANS.

At the Effective Time, the obligations of NAP California under or with respect to every plan, trust, program and benefit then in effect or administered by NAP California for the benefit of the directors, officers and employees of NAP California or any of its subsidiaries shall become the lawful obligations of NAP Florida and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, NAP Florida hereby expressly adopts and assumes all obligations of NAP California under such employee benefit plans.

### 3.4 FURTHER ASSURANCES.

From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of NAP California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, intellectual property, interest, assets, rights, privileges, immunities, powers, franchises and authority of NAP California and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of NAP California, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.



#### 4. GENERAL

##### 4.1 CONDITION.

The consummation of the Merger is subject to the approval of this Merger Agreement and the Merger contemplated hereby by the shareholders of NAP California and by the shareholders of NAP Florida, prior to or at the Effective Time.

##### 4.2 ABANDONMENT.

At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of NAP California or the Board of Directors of NAP Florida, notwithstanding approval of this Merger Agreement by the Boards of Directors and shareholders of NAP California and NAP Florida.

##### 4.3 AMENDMENT.

At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented in writing by the Boards of Directors of the Constituent Corporations, provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of NAP California or the shareholders of NAP Florida shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

##### 4.4 TAX-FREE REORGANIZATION.

The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368 (a)(1)(f) of the Internal Revenue Code.

##### 4.5 GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida and as applied to agreements among California residents entered into and to be performed entirely within California, without reference to the principles of conflicts of law or choice of laws, except to the extent that the laws of the State of Florida would apply in matters relating to the internal affairs of NAP Florida and the Merger.

#### 4.6 REGISTERED OFFICE.

The registered office of the Surviving Corporation in the State of Florida is located at 4779 Woodlane Circle, Tallahassee, Florida 32303. This office is located within Leon County. The registered agent of the Surviving Corporation is Marvin Mick at such address.

#### 4.7 AGREEMENT.

Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 4779 Woodlane Circle, Tallahassee, Florida 32303 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request.

#### 4.8 COUNTERPARTS.

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers hereunto duly authorized.

NEW AGED PRODUCTS, INC.

a California Corporation

By: Marvin Mick  
Marvin Mick  
President

-NEW ADVANCED PRODUCTS, INC.

a Florida Corporation

By: Marvin Mick  
Marvin Mick  
President

ATTEST:

By: Elle Mick  
Elle Mick  
Chief Financial Officer

By: Elle Mick  
Elle Mick  
Chief Financial Officer