

P010000076047

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August 31, 2001

Division of Corporations
409 East Gaines Street
P.O.Box 6327
Tallahassee, Fl. 32314

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***105.00 ***105.00

Re: Articles of Merger Window Treatment,
Vertical Blinds into WTM Investments

Gentlemen:

Enclosed herewith for filing is an original and one copy of the Articles of Merger, in connection with the above and a check in the amount of \$105.00 payable to Fl .Department of State to cover the filing fee. Please file stamp our copy and return it to the undersigned.

If any further information is required, please advise.

Sincerely,

Sheldon P. Davis
Sheldon P. Davis

*Merger
9-12-01
BWS*

Encls.

FILED
01 SEP -1, PM 2:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

Window Treatment Mfgs., Inc., a Florida corporation, J90594

Vertical Blinds Etc., Inc., a Florida corporation, J92427

INTO

WTM INVESTMENTS, INC., a Florida entity, P01000076047.

File date: September 4, 2001

Corporate Specialist: Doug Spitler

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Florida

Florida

Florida

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

WTM Investments, Inc.

Lawrence Zinsmeister, Pres.

Window Treatment Mfgs., Inc.

Lisa A Spencer, Pres.

Vertical Blinds Etc., Inc.

Lisa M. Spencer, Pres.

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:

Name

Jurisdiction

WTM Investments, Inc.

Florida

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Window Treatment Mfgs., Inc.

Florida

Vertical Blinds Etc., Inc.

Florida

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

Set forth in Exhibit "A" attached hereto and made a part hereof.

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:

Set forth in Exhibit "A" attached hereto and made a part hereof.

(Attach additional sheets if necessary)

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PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER dated as of August 15, 2001, (hereinafter referred to as ("Agreement")) between WTM INVESTMENTS, INC., a Florida corporation, (hereinafter referred to as "WTM") WINDOW TREATMENT MFGRS., INC., a Florida corporation ("hereinafter referred to as "WINDOW") and VERTICAL BLINDS ETC., INC., a Florida corporation (hereinafter referred to as "VBE").

WITNESSETH:

1. MERGER OF WINDOW AND VBE INTO WTM. Upon the effective date, as defined in paragraph 4., WINDOW and VBE shall be merged with and into WTM and the separate existence of WINDOW and VBE shall cease. WTM, as the surviving corporation, shall continue its corporate existence under, and shall be governed by, the laws of the State of Florida, and the Directors and Officers of WINDOW shall continue as the Directors and Officers of the surviving corporation.

2. CERTIFICATE OF INCORPORATION AND BYLAWS. The Certificate of Incorporation of WTM shall be the Certificate of Incorporation of the surviving corporation following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Bylaws of WTM, as in effect on the effective date, shall be the Bylaws of the surviving corporation until altered, amended or repealed, as provided therein.

3. CONVERSION AND PAYMENT OF SHARES.

A. Upon the effect date:

(i) Each issued and outstanding share of WTM common stock shall be, and continue to be, issued and outstanding stock of the surviving corporation. Four Thousand (4,000) issued and outstanding shares of WINDOW common stock shall be forthwith converted into Four Hundred (400) fully paid and non-assessable shares of the surviving corporation, except as provided in subsection (iii).



(ii) Five (500) issued and outstanding shares of **VBE** common stock shall be forthwith converted into One Hundred (90) fully paid and non-assessable shares of the surviving corporation, except as provided in subsection (iv).

(iii) Shareholders, Ricky Spencer and Kim Spencer and Robert Spencer and Lisa Marie Spencer, owners and holders of 556 shares and 956 shares, respectively, of **WINDOW**, shall receive and be paid the cash sums of \$ 55.00 and \$ 95.00 upon delivery to **WTM**, or the surviving corporation, of the certificates for their shares; and

(iv) Shareholders, Ricky Spencer and Kim Spencer and Robert Spencer and Lisa Marie Spencer, owners and holders of 69 shares and 119 shares, respectively, of **VBE**, shall receive and be paid the cash sums of \$ 379.50 and \$ 654.50 upon delivery to **WTM**, or the surviving corporation, of the certificates for their shares.

B. After the effective date:

(i) Pursuant to the Agreement, each holder designated in 3A(i) above, of an outstanding certificate theretofore representing common stock of **WINDOW** and **VBE**, may surrender the same to **WTM** and shall be entitled to receive in exchange therefore, a certificate or certificates representing the number of shares of common stock of **WTM** into which the **WINDOW** and **VBE** shares theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. Until so surrendered, each outstanding certificate, which prior to the effective date, represented **WINDOW** and **VBE** shares, shall be deemed for all corporate purposes to evidence ownership of the number of shares of common stock of **WTM** into which those shares shall have been converted.

4. **SHAREHOLDERS' APPROVAL: EFFECTIVE DATE.** This Agreement shall be submitted for approval to the shareholders of **WINDOW**, **VBE** and **WTM**, respectively, at meetings thereof held on or prior to August 31, 2001, (or such later date as the respective Boards of Directors shall mutually approve), called and held separately in accordance with the laws of the State of Florida, respectively, and, if approved by such shareholders by the votes required by law, then Articles of Merger reflecting this Agreement, in the form required by the Florida Business Corporation Act, shall be delivered to the Florida

Department of State. Delivery of the Articles of Merger or the Certificate of Merger to the Florida Department of State shall not be made until the fulfillment of the conditions set forth in Sections 9 and 9 of this Agreement. Evidence of compliance with such conditions shall be submitted to each company not later than the closing date, which in turn, shall be on or before September 30, 2001, or such later date as the Boards of Directors of WINDOW, VBE and WTM shall mutually decide. Upon such filing, the merger of WINDOW and VBE into WTM shall become effective on such date. The date on which the merger shall become effective as aforesaid shall be the effective date of this Agreement.

5. FURTHER ASSURANCE. WINDOW, VBE and WTM shall, subject to the terms and conditions of this Agreement, take all such action as shall be necessary or appropriate in order to effectuate the merger. In case, at any time after the effective date, WTM shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to WTM, full title to and possession thereof, all the properties, assets, rights, privileges and franchises of WINDOW and VBE, then the persons who were Officers and Directors of WINDOW and VBE, as of the effective date, shall as such Officers and Directors, take all such action and execute and deliver all such instruments as WTM may so determine to be necessary or desirable.

6. REPRESENTATIONS AND WARRANTIES BY WINDOW AND VBE. WINDOW and VBE represent and warrant as follows:

(a) Each is a corporation duly organized, validly existing and in good standing under the laws of Florida and has corporate power to carry on its business as it is now being conducted.

(b) WINDOW's authorized capital stock consists of 4000 shares of common stock. The number of shares issued and outstanding are 4000 shares of common stock. VBE's authorized capital stock consists of 499 shares of common stock. The number of shares issued and outstanding are 499 shares of common stock.

(c) The copies of WINDOW's and VBE's Articles of Incorporation and Bylaws, which have been delivered to WTM, are complete and correct. The

consummation of the transactions contemplated by this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, agreement, indenture or other instrument applicable to WINDOW or VBE.

(d) The execution, delivery and performance of this Agreement by WINDOW and VBE have been duly approved by WTM's Board of Directors, subject to approval by holders of a majority of the common stock in the manner required by Florida law.

(e) WINDOW and VBE have delivered to WTM, copies of their current financial statements, all of which are true and correct in all material respects, have been prepared in accordance with generally accepted accounting principles consistently followed (except as stated in the explanatory notes attached to such statements and, in the case of interim statements, except for year-end adjustments) throughout the periods covered by such statements, and present fairly, the financial position of each corporation at dates covered by such financial statements.

(f) Since July 31, 2001, there has not been:

(1) Any material and adverse change in WINDOW's or VBE's financial condition, assets, liabilities or business (other than changes in the ordinary course of business);

(2) Any declaration, setting aside, or payment of any dividend or other distribution in respect of WINDOW's or VBE's common stock;

(3) Any pension, retirement, or similar benefit arrangement made or agreed to by WINDOW or VBE.

(g) WINDOW and VBE have good, valid and defensible title to all their properties and assets. All leases pursuant to which WINDOW leases real or property are in good standing, valid and effective in accordance with their respective terms, and there is not under any such leases any existing default, or any event which with notice or lapse of time, or both would constitute a default in respect of which WINDOW has not taken adequate steps to prevent a default from occurring.

7. **REPRESENTATIONS AND WARRANTIES BY WTM.** WTM hereby

represents and warrants as follows:

(a) WTM is a corporation duly organized, validly existing, and in good standing under the laws of Florida. The consummation of the transactions contemplated in this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, agreement, indenture or other instrument applicable to WTM.

(b) WTM's authorized capital stock consists of 900 shares of common stock. At the meeting of WTM, shareholders called to vote on this Agreement, the shareholders entitled to vote thereon will be the holders of shares of common stock outstanding on the record date for such meeting.

(c) The execution, delivery and performance of this Agreement by WTM have been duly and effectively authorized and consented to by WTM's Board of Directors, subject to approval by WTM's shareholders as required by law.

(d) The shares of WTM's common stock to be issued pursuant to this Agreement will, when so issued, be validly issued and outstanding, fully paid and non-assessable.

8. CONDUCT OF BUSINESS PENDING THE EFFECTIVE DATE. WINDOW and VBE hereby agree that, from the date of this Agreement, pending the effect date and except as otherwise permitted by this Agreement or as consented to by WTM in writing:

(a) WTM and VBE's shall be conducted only in ordinary course, which (without limitation) shall include the maintenance in force of the insurance policies.

(b) No change shall be made in the Articles of Incorporation or Bylaws of either corporation.

(c) No increase shall be made in the regular rate of compensation payable by WINDOW or VBE to any officer or employee, if in any case, after such increase the total annual salary rate payable by WTM, no bonus in excess of the bonus paid to any such officer or employee for the fiscal year ended December 31st, 2000, shall be paid by WINDOW and no pension, retirement or similar benefits shall accrue or be paid to any officer or employee of WINDOW.

(d) No borrowing may be made by WINDOW except for short-term

borrowing in the ordinary course of business for normal seasonal requirements.

(e) WINDOW and VBE shall use their best effort, consistent with conducting their business in accordance with their own business judgment, to preserve their business organization, to preserve for WTM, the good will of each corporation and their suppliers, customers and others having business relationships with each of them.

9. CONDITIONS PRECEDENT TO OBLIGATIONS OF WTM. All obligations of WTM under this Agreement are subject to the fulfillment (or waiver in writing by WTM) prior to or at the effective date, of each of the following conditions:

(a) WTM shall not have discovered any error, misstatement or omission in the representations and warranties made by WINDOW and VBE which alone is, or in the aggregate are:

- (i) materially adverse to WTM;
- (ii) of which WTM promptly gave notice to WINDOW and VBE upon discovery of the same; and
- (iii) which has not been adequately remedied to the reasonable satisfaction of WTM so that WTM incurs no detriment therefrom.

(b) WINDOW's and VBE's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the effective date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; each corporation shall have performed and complied with all agreements and conditions by this Agreement to be performed or complied with by it prior to or at the effective date.

(c) The merger of WINDOW and VBE with and into WTM in accordance with the provisions of this Agreement shall have been authorized and approved by the holder of each corporation's outstanding stockholders in the manner required by applicable law.

(d) No court of competent jurisdiction has issued in an injunction or restraining order in an action or proceeding against the merger, brought at the instance of

any federal, state or other governmental department, commission, board bureau, agency or similar instrumentality, which will be binding on WINDOW and VBE pending final disposition of such action or proceeding.

9. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF WINDOW AND VBE. All obligations of WINDOW and VBE under this Agreement are subject to the fulfillment (or waiver in writing by WINDOW and VBE), prior to or at the effective date, of each of the following conditions:

(a) WINDOW and VBE shall not have discovered any error, misstatement or omission in the representations and warranties made by WTM which alone is, or in the aggregate are:

- (i) materially adverse to WINDOW and VBE;
- (ii) of which WINDOW and VBE promptly gave notice to WTM upon discovery of the same; and
- (iii) which has not been adequately remedied to the reasonable satisfaction of WINDOW and VBE so that WINDOW and VBE incur no detriment therefrom.

(b) WTM'S representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the effective date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; each corporation shall have performed and complied with all agreements and conditions by this Agreement to be performed or complied with by it prior to or at the effective date.

(c) The merger of WINDOW and VBE with and into WTM as contemplated by this Agreement shall have been authorized and approved by the holders of not less than a majority of WTM's outstanding common stock.

(d) No court of competent jurisdiction has issued in an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board bureau, agency or similar instrumentality, which will be binding on WTM pending final disposition of

such action or proceeding.

11. **CERTAIN EFFECTS OF MERGER.** On the effective date, all the rights, privileges, powers and franchises, as well as of public or of private nature, of **WINDOW** and **VBE** shall be possessed by **WTM**, subject to the restrictions, disabilities and duties of **WINDOW** and **VBE**, and all and singular the rights, privileges, powers and franchises of **WINDOW** and **VBE**, and all property, real, personal and mixed, and all debts due **WINDOW** and **VBE** on whatever account, as well for stock subscriptions as all other things in action or belonging to **WINDOW** and **VBE**, shall be vested in **WTM**, and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be as effectually the property of **WTM** as they were of **WINDOW** and **VBE**, and all debts, liabilities and duties of **WINDOW** and **VBE** shall upon the effective date, attach to **WTM** and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

12. **ENTIRE AGREEMENT; WAIVER; ABANDONMENT.** This Agreement embodies the entire agreement between the parties and there have been and are no agreements, representations or warranties between the parties other than those set forth herein or herein provided for. Either party may waive any inaccuracies in the representations and warranties by the other and compliance by the other with any of the covenants or conditions herein; any such waiver by either party shall be sufficiently authorized for the purposes of this Agreement if authorized or ratified by the Board of Directors or Executive Committee of such party. At any time prior to the delivery of Articles of Merger to the Florida Department of State, the merger herein contemplated, may be abandoned by action of the Boards of Directors of **WINDOW**, **VBE** and **WTM** upon such notice to said State departments as may be required by law.

13. **GENERAL.** The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning and interpretation of this Agreement. This Agreement shall not be assignable by either party without the prior

consent of the other. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date first above written.

WTM INVESTMENTS, INC.

By: 

President

WINDOW TREATMENT MFGRS., INC.

By: 

President

VERTICAL BLINDS ETC., INC.

By: 

President