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PICK-UP WAIT MAIL

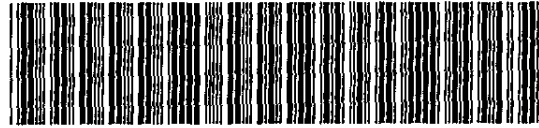
(Business Entity Name)

(Document Number)

Certified Copies Certificates of Status _____

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*Merger
T Lewis*

05/02/06 01005 010 **43.75

05/17/06--01006--010 **35.00

FILED
06 MAY 16 11:39 16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Innovative Energy Solutions Development Corporation
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

David Ceruolo, Esquire
(Contact Person)

Law Offices of Joseph Cataldo
(Firm/Company)

369 BROADWAY
(Address)

Everett, MA 02149
(City/State and Zip Code)

For further information concerning this matter, please call:

David Ceruolo, Esquire At (617) 381-9600
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

Document Number

(If known/ applicable)

Innovative Energy Solutions Development Corporation

New Hampshire

Second: The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

Document Number

(If known/ applicable)

OMER Corporation

Florida

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 after merger file date.)

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on April 21, 2006 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on April 21, 2006 and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
MAY 15 10 10 AM '06
STATE OF FLORIDA
DEPARTMENT OF STATE

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, 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> |
|--|----------------------|
| <u>Innovative Energy Solutions Development Corporation</u> | <u>New Hampshire</u> |

Second: The name and jurisdiction of each **merging** corporation:

| <u>Name</u> | <u>Jurisdiction</u> |
|-------------------------|---------------------|
| <u>OMER Corporation</u> | <u>Florida</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

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

See Attached "Plan and Agreement"

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:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

Surviving Corporation is a New Hampshire Corporation.

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN AND AGREEMENT OF MERGER

AGREEMENT ("Agreement") dated April 13, 2006, between OMER CORPORATION (OMER), a Florida corporation, whose principal office is at 2529 Cross Country Dr., Port Orange, FL 32128 and INNOVATIVE ENERGY SOLUTIONS DEVELOPMENT CORPORATION (IES), a New Hampshire corporation, whose principal office is at 54 Robin Lane, Moltonboro, NH 03256.

WITNESSETH THAT:

WHEREAS, OMER has an authorized capital stock of 12,500 shares of common stock, without par value, of which 1000 are issued and outstanding as of the date hereof, and

WHEREAS, IES has an authorized capital stock of 15,000 shares of common stock, without par value, of which 100 are issued and outstanding as of the date hereof, and

WHEREAS, the boards of directors of each of IES and OMER have voted that they deem it desirable for the general welfare of the corporations and of the stockholders of each that the corporations merge under the provisions of New Hampshire and Florida laws, and have authorized and adopted the Agreement to be submitted to the shareholders of each corporation and the said boards of directors of each has called a meeting of shareholders for the purpose of approving this Agreement effecting said merger,

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Merger.

(a) The names of the corporations proposing to merge are IES and OMER, the surviving corporation is **IES**.

1. IES shall be the survivor. Except as specifically provided herein and by law, the corporate identity and existence of IES with all its purposes, powers and privileges shall continue unaffected and unimpaired by the merger contemplated by this Agreement and the corporate identity and existence of OMER with all its purposes, powers and privileges shall cease and be merged with and into IES, and

2. IES, as the corporation surviving the merger contemplated by this Agreement, shall be fully vested with all such purposes, powers and privileges and fully charged with all existing obligations of OMER.

(b) Anything herein or elsewhere to the contrary notwithstanding, this Agreement, and the merger contemplated hereby, may be abandoned by vote of the board of directors of IES at any time prior to its effective date. In the event of such abandonment, notice shall forthwith be given to OMER, and thereupon this Agreement shall become wholly void and of no effect and there shall be no liability on the part of any party hereto, its officers, directors or stockholders.

(c) At the effective date the surviving corporation, IES, shall be authorized to issue 12,500 shares of common stock, without par value.

(d) The manner of converting the capital stock of the constituent corporations into shares or securities of the survivor is as follows:

1. Each share of the common stock of OMER, without par value, shall be converted into one share of the common stock, without par value, of IES, on a share-for-share basis
2. All voting rights and powers, dividend rights, preferences, and other rights and qualifications of holders of stock so converted shall, after such conversion, be as provided for the stock held after such conversion, and no inconsistent rights and powers, dividend rights, preferences, and other rights and qualifications shall survive the conversion.
3. Certificates for stock outstanding at the effective date of the merger and so converted may, but need not, be surrendered, canceled and replaced with certificates for the stock into which the stock they had represented has been converted.

2. Terms and Conditions of the Merger.

The following are the terms and conditions of the merger:

a. Upon the merger becoming effective, all of the rights, immunities, privileges, powers and franchises of each of the corporations, both of a public and private nature, all property, real personal and mixed, all debts due on account, as well for stock subscriptions as all other things in action or belonging to each of the corporations shall vest in IES, the surviving corporation, without further act or deed as effectually as they were vested in IES or OMER, and title to any real estate whether vested by deed or otherwise in either of the parties for the merger shall not revert or be in any way impaired by reason of the merger,

b. IES, the surviving corporation, shall upon the merger and thenceforth, assume and be responsible for all debts, liabilities, obligations and duties of each party to the merger, and all said debts, liabilities, obligations and duties shall thenceforth attach to IES, the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it, but the liabilities of each corporation of their shareholders, directors or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with either corporation or any liens upon the property of either of the corporations be impaired by the merger and any action or proceeding pending against either corporation may be prosecuted the same as if said merger had not taken place. If at any time after the effective date of the merger IES, the surviving corporation, shall deem that any further assignments or assurances in law or other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in IES, the surviving corporation, the title to any property or rights acquired or to be acquired by reason or as a result of said merger then the appropriate directors or officers of IES are hereby authorized to execute and acknowledge all such instruments of further assurance and do such other acts or things, either in the name of IES or in

the name of a party to the merger as they may deem necessary to carry out the purposes of this Agreement.

c. Upon and as a result of the merger being effective, the assets, liabilities, reserves and accounts of each of OMER and IES shall be taken up on the books of IES, the surviving corporation, at the amounts at which they, respectively, shall then be carried on the books of said party to the merger, subject to such adjustments or eliminations of intercompany items, as may be appropriate in giving effect to the merger.

d. All corporate acts, plans, policies, approvals and authorizations of OMER, its shareholders, directors, committees thereof, officers or agents, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of IES, the surviving corporation, and shall be as effective and binding thereon as the same were with respect to OMER. The employees and agents of OMER shall become the employees and agents of IES, the surviving corporation, and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of OMER.

e. There shall be required for the adoption and approval of this Agreement by the shareholders of OMER and IES the affirmative vote of the holders of at least two-thirds of the common stock of IES issued and outstanding as at the record date and the affirmative vote of the holders of at least two-thirds of the common stock of OMER issued and outstanding as at the record date.

f. Within ten (10) business days after the approval of the last of the constituent corporations' stockholders to approve this Agreement pursuant to 2 (e) above, articles of merger shall be filed with the appropriate offices of the states of Florida and New Hampshire.

3. Closing.

A Closing ("Closing") shall take place at 10:00 a.m. on April 17, 2006, at the offices of ATTORNEY JOSEPH CATALDO, 369 Broadway, Everett, Massachusetts, or at such other place, date and/or time as may be mutually agreed upon by the parties.

At the Closing:

Articles of merger shall have been filed in the appropriate state offices pursuant to 2(f) above and evidence of such filing shall be presented at the Closing.

4. Expenses.

Whether or not the purchase contemplated by this Agreement is consummated, each party will pay its respective expenses incurred in connection with the origin, negotiation, execution and performance of this Agreement.

5. Entire Agreement, Waivers.

This Agreement (including exhibits and schedules) represents the entire agreement of the parties and supersedes all prior agreements, negotiations and understandings, oral or written, among the parties with respect to the subject matter hereof. No interpretation, change, waiver, termination or modification of any provision of this Agreement will be binding upon any party unless in writing and signed by all of the parties.

6. Notices.

All notices hereunder shall be in writing and shall be delivered by hand or sent by certified mail, postage prepaid, addressed if to:

The Law Offices of Joseph Cataldo
369 Broadway, Everett, MA 02149.

7. Governing Law.

This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts as if it were an agreement between Massachusetts residents, entered into and performed entirely within said commonwealth.

8. Successors and Assigns.

This Agreement shall be binding upon the parties hereto, their respective heirs, representatives, successors and assigns provided that this Agreement may not be assigned by any party without the consent of the other.

9. Captions.

Captions are supplied herein for convenience only and shall not be deemed to be part of this Agreement for any purpose.

10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

11. Severability.

If any general term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and such term or condition, except to such extent or application, shall not be affected thereby, and each and every term and condition shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

INNOVATIVE ENERGY SOLUTIONS DEVELOPMENT CORPORATION
BY


_____, as President

OMER CORPORATION
BY


_____, as President