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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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DAVID M. LOEV, ATTORNEY AT LAW
2777 Allen Parkway, Suite 1000
Houston, TX 77019
Telephone (713) 524-4110
Facsimile (713) 524-4122

September 9, 2003

VIA FEDERAL EXPRESS

Personal and Confidential
Attn: Susan Payne
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Perma-Tune Electronics, Inc.

Dear Ms. Payne:

As corporate counsel for Perma-Tune Electronics, Inc., I am enclosing the articles of merger and plan of merger for Trans Max Technologies, Inc., a Florida corporation, into Perma-Tune Electronics, Inc., a Nevada corporation. You had requested that I send you documents with original signature and I have enclosed such documents. The filing fee was previously provided with the prior documents sent. Please send me a file stamped copy of the articles of merger and plan of merger at the address above. If you have any questions, feel free to contact me.

Sincerely,



David M. Loev

DAVID M. LOEV, ATTORNEY AT LAW
2777 Allen Parkway, Suite 1000
Houston, TX 77019
Telephone (713) 524-4110
Facsimile (713) 524-4122

August 28, 2003

BY FEDERAL EXPRESS

Florida Secretary of State
Attn: Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

Dear Clerk:


Enclosed find the following documents to be filed on behalf of Perma-Tune Electronics, Inc. and Trans Max Technologies, Inc.:

1. Articles of Merger; and
2. Plan of Merger.

The filing fee for this transaction was previously paid with the Articles of Exchange filing on August 26, 2003.

Please return a file-stamped copy of this document to me in the enclosed SASE. Should you have any questions, do not hesitate to contact me.

Very truly yours,


Brenda K. Stanfield

Enclosures

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DIVISION OF CORPORATIONS

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
TRANS MAX TECHNOLOGIES, INC.
A Florida corporation
INTO
PERMA-TUNE ELECTRONICS, INC.
A Nevada corporation as the surviving
Corporation, pursuant to Section 78.475 et Seq.,
Of the Nevada Revised Statutes

Articles of Merger made this 26th day of August, 2003 by Trans Max Technologies, Inc., a Florida corporation herein after called the "Florida Company" and Perma-Tune Electronics, Inc. a Nevada corporation, herein after called the "Nevada Company", the two corporations being herein after sometimes called the Constituent Companies.

WHEREAS, the Board of Directors of each of the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that the Florida Company merge with and into the Nevada Company under and pursuant to the provisions of Chapter 607 of the Florida Statutes and Section 78.475 of the Nevada Revised Statutes and in accordance with Section 368(a)(1)(f) of the Internal Revenue Code of 1986 as amended in order to change the domicile of the Florida Company to the State of Nevada; and

WHEREAS, the Florida Company, being a corporation duly organized under the laws of the State of Florida having been incorporated on May 29, 2003, has authorized capital stock consisting of 50,000,00 shares of Common Stock at \$.001 par value and 5,000,000 shares of preferred stock at .001 par value each share. There are 10,000 shares outstanding of Common Stock, and 0 shares of preferred stock outstanding.

WHEREAS, the Nevada Company is a corporation duly organized under the laws of the State of Nevada having been incorporated on July 24, 2003, has authorized capital stock consisting of 210,000,000 shares, 200,000,000 of which are Common Stock \$.001 par value each, 0 shares of which are issued and outstanding, and 10,000,000 shares of Preferred Stock with .001 par value, of which 0 shares are issued or outstanding; and

WHEREAS, the laws of the States of Florida and Nevada permit such a merger, and the Constituent Companies desire to merge under and pursuant to the provisions of the laws of their respective states.

NOW THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. MERGER: The Florida Company shall be and hereby is merged into the Nevada Company.
2. EFFECTIVE DATE: This Plan of Reorganization and Merger shall become effective immediately upon filing in the office of the Nevada Secretary of State's Office, the time of such effectiveness being herein after called the "Effective Date."

- (a) For all purposes of the laws of the State of Florida, this Plan of Reorganization and Merger and the merger herein provided for shall become effective and the separate existence of the Florida Corporation, except insofar as it may be continued by statute, shall cease on the Effective Date.
 - (b) For all purposes of the laws of the State of Nevada, this Plan of Reorganization and Merger and the merger herein provided for shall become effective and the separate existences of the Florida Company except insofar as they may be continued by statute, shall cease on the date; this Plan of Reorganization and Merger shall have been recorded in the office of the Secretary of State of the State of Nevada.
 - (c) The corporate identity, existences, purposes, powers, objects, franchises, rights and immunities of the Florida Company shall be continued in and merged into the Nevada Company, the Surviving Company, and shall be fully vested therewith.
 - (d) On the Effective Date the Constituent Companies shall so become a single corporation.
3. **SURVIVING CORPORATION:** The Nevada Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Nevada and the separate corporation existence of the Florida Company shall cease forthwith upon the Effective Date, provided however, that the Nevada Company may be served with process in the State of Florida in any proceeding for the enforcement of the rights of a dissenting shareholder of the Florida Company against the Nevada Company.
4. **ARTICLES OF INCORPORATION:** The Articles of Incorporation of the Nevada Company as presently exist shall be the Articles of Incorporation of the Surviving Company at the Effective Date.
5. **BYLAWS:** The By-Laws of the Nevada Company as presently exist shall be the By-Laws of the Surviving Company on the Effective Date.
6. **BOARD OF DIRECTORS AND OFFICERS:** The members of the board of directors and officers of the Surviving Company immediately after the Effective Date of the merger shall be those persons who were the members of the board of directors and the officers, respectively, of the Florida Company immediately prior to the Effective Date of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the By-Laws, or until their respective successors are elected and qualified.
7. **AUTHORITY TO CONDUCT BUSINESS:** The Nevada Company represents that it has not filed an application for authority to do business in Florida. The Surviving Company will conduct no such business in Florida without filing and having such application approved. The Surviving Company will file its application for authority to conduct business in any States it plans to do business in immediately upon completion of the Merger.
8. **CONVERSION OF SHARES:** The manner of converting shares of the Florida Company into shares of the Surviving Company shall be as follows:
- (a) Immediately upon the Effective Date of Merger, each share of stock of the Florida Company outstanding shall automatically become and be converted into common stock of the Surviving Company at the rate of one share of common stock of the Surviving

Company for each one (1) shares of the common stock of the Florida Company. All fractional shares resulting from the exchange of common stock of the Florida Company for stock of the Nevada Company shall be round up to a full share. Each outstanding certificate representing shares of the common stock of the Florida Company shall thereupon be deemed, for all corporate purposes, to evidence the ownership of the number of fully paid, nonassessable shares of common stock of the Nevada Company the "Surviving Company" into which such shares of common stock of the Florida Company shall be so converted.

(b) There are no shares of preferred stock of the Florida Company outstanding.

9. **RIGHTS OF SHAREHOLDERS:** After the Effective Date of Merger, any holder of a certificate or certificates which theretofore represented shares of the common or preferred stock of the Florida Company may, but shall not be required to surrender the same to the Transfer Agent of the Surviving Corporation and shall thereupon be entitled to receive in exchange therefore a certificate representing the number of shares of common or preferred stock of the Surviving Corporation in the amount of shares as set forth in section 8. Herein above.
10. **AUTHORIZATION:** The parties hereto acknowledge and respectively represent that this Merger Agreement is authorized by the laws of the respective jurisdictions of the Constituent Companies and that the matter was approved by the Board of Directors of each Company.
11. **FURTHER ASSURANCES OF TITLE:** As and when requested by the Surviving Corporation or by its successors or assigns, the Florida Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of any of the Constituent Companies acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Florida Company and the officers and directors of the Surviving Corporation are fully authorized in the name of the respective Constituent Companies or otherwise to take any and all such action.
12. **SERVICE OF PROCESS ON SURVIVING CORPORATION:** The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of the Florida Company as well as for the enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of the Business Corporations Act, and irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any suit or other proceeding. Copies of such process shall be mailed to Surviving Company's Resident Agent: Rita Dickson, 1161 Ambassador Dr., Reno, Nevada 89523 until further notice.
13. **SHAREHOLDERS RIGHT TO PAYMENT:** The Surviving Corporation agrees that subject to provisions of the Florida Business Corporations Act of the State of Florida, it will pay to the shareholders of the Florida Company the amounts, if any, to which such shareholders may be entitled under the provisions of the above statutes of the laws of Florida as the case may be.

14. ABANDONMENT: This Plan of Reorganization and Merger may be abandoned (a) by either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the shareholders of both Constituent Companies as provided by law, or (b) by the mutual consent of the Constituent Companies, acting each by its Board of Directors, at any time after such adoption by such shareholders and prior to the Effective Date of the merger. In the event of abandonment of the Plan of Reorganization and Merger pursuant to (a) above, notice thereof shall be given by the Board of Directors of the Constituent Company so terminating to the other Constituent Company, and thereupon, or abandonment pursuant to (b) above, this Plan of Reorganization and Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or its Board of Directors or Shareholders.

IN WITNESS WHEREOF, each of the corporate parties hereto pursuant to authority duly granted by its Board of Directors, has caused this Plan of Reorganization and Merger to be executed by its respective officers and its corporate seal affixed thereto.

TRANS MAX TECHNOLOGIES, INC.
A Florida Corporation

By 

PERMA-TUNE ELECTRONICS, INC.
A Nevada corporation

By 

**PLAN OF MERGER FOR
TRANS MAX TECHNOLOGIES, INC. and
PERMA-TUNE ELECTRONICS, INC.**

THIS PLAN OF MERGER ("Plan") is entered into on August 26, 2003 by Trans Max Technologies, Inc. ("Acquired Corporation"), a corporation incorporated under the laws of Florida and Perma-Tune Electronics, Inc. ("Surviving Corporation"), a corporation incorporated under the laws of Nevada.

**ARTICLE 1
PLAN OF MERGER**

Adoption of Plan

1.01. A plan of merger of Acquired Corporation and Surviving Corporation under the provisions of Chapter 607 of the Florida Statutes, Nevada Revised Statutes Section NRS 92A.110 and Section 368(a)(1)(A) of the Internal Revenue Code is adopted as follows:

(a) On the effective date of the merger as set forth in Article 1.02 of the Plan of Merger, Acquired Corporation will be merged into Surviving Corporation, to do business and be governed by the laws of Nevada.

(b) Surviving Corporation's name will be: Perma-Tune Electronics, Inc.

(c) When this Plan becomes effective, the existence of Acquired Corporation as a distinct entity will cease. At that time, Surviving Corporation will succeed to all the rights, title, and interests to all property owned by Acquired Corporation, without reversion or impairment, without any further act, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances on the property. Surviving Corporation also will be subject to all the debts and obligations of Acquired Corporation as the primary obligor, except as otherwise provided by law or contract, and only Surviving Corporation will be liable for the debt or obligation.

(d) Surviving Corporation will carry on business with the assets of the parties to the merger, as these corporations existed immediately prior to the merger.

(e) The shareholders of Acquired Corporation will surrender all of their shares or other securities in the manner set forth in this Plan.

(f) In exchange for the shares of Acquired Corporation surrendered by its shareholders, Surviving Corporation will issue and transfer to those shareholders, on the basis set forth in this Plan, shares of its common stock or other securities.

(g) Prior to the Plan, Surviving Corporation is a wholly owned subsidiary of Acquired Corporation.

Effective Date

1.02. The effective date of the merger ("Effective Date"), will be the date when a certificate of merger is issued by the Secretary of State of Nevada.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Acquired Corporation

2.01. As a material inducement to Surviving Corporation to execute this Plan and perform its obligations under this Plan, Acquired Corporation represents and warrants to Surviving Corporation as follows:

(a) Acquired Corporation is a corporation duly organized, validly existing, and in good standing under the laws of Florida, with corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted. A copy of the certificate of incorporation and the bylaws of Acquired Corporation, including all amendments, effective as of the date of this Plan, have been delivered to Surviving Corporation, and are complete and correct.

(b) Acquired Corporation has an authorized capitalization of 55,000,000 shares, consisting on the date of this Plan of 50,000,000 shares of common stock, \$.001 par value per share, of which 10,000 shares are validly issued, outstanding, and fully paid, and 5,000,000 shares of preferred stock, \$.001 par value per share, of which 0 shares have been issued.

(c) All required federal, state, and local tax returns of Acquired Corporation have been accurately prepared and timely filed, and Acquired Corporation has paid all federal, state, and local taxes required to be paid with respect to the periods covered by such returns. Acquired Corporation has not been delinquent in the payment of any tax, assessment, or governmental charge. Acquired Corporation has never had any tax deficiency proposed or assessed against it. Neither the federal income tax returns nor state franchise tax returns of the Acquired Corporation have ever been audited by governmental authorities.

(e) Since the Balance Sheet Date, there has not been any material adverse change in the financial condition, business, and assets or other properties of the Acquired Corporation that alters or impairs its ability to conduct its business, including labor difficulties, market conditions, or any other event of any character.

(f) To its knowledge, no actions, suits, or other legal proceedings are pending or threatened against Acquired Corporation before or by any federal, state, or municipal court, department, board, bureau, or agency.

Surviving Corporation

2.02. As a material inducement to Acquired Corporation to execute and perform its obligations under this plan, Surviving Corporation represents and warrants to Acquired

Corporation as follows:

(a) Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Surviving Corporation has an authorized capitalization on the date of this Plan of 55,000,000 shares, consisting on the date of this Plan of 50,000,000 shares of common stock, \$.001 par value per share, of which one share is validly issued, outstanding, and fully paid, and 5,000,000 shares of preferred stock, \$.001 par value per share, of which no shares have been issued.

As of the date of this Plan, one share of the common stock is validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.03. The parties to the merger warrant to arrange mutually for and manage all necessary procedures under the requirements of federal, Nevada and Florida securities laws and the related supervisory commissions to ensure that this Plan is properly processed to comply with all federal and state registration requirements, or to take full advantage of any lawful and applicable exemptions from registration.

ARTICLE 3

TERMS, CONDITIONS, AND PROCEDURES PRIOR TO EFFECTIVE DATE

No Submission to Shareholders and Filing

3.01. This Plan will not be submitted for approval separately to the shareholders of the merging parties as shareholder approval is not required.

Conditions Precedent to Obligations of Acquired Corporation

3.02. Except as expressly waived in writing by Acquired Corporation, all of the obligations of Acquired Corporation are subject to Surviving Corporation's satisfaction of each of the following conditions on or before the Effective Date:

(a) The representations and warranties made by Surviving Corporation to Acquired Corporation in Article 2 of this Plan will be deemed to have been repeated on the Effective Date and will on that date be true and correct in all material respects. If Surviving Corporation discovers any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it must report that discovery immediately to Acquired Corporation and must either correct the error, misstatement, or omission or obtain a written waiver from Acquired Corporation.

(b) Surviving Corporation must have performed and complied with all applicable covenants and conditions required by this Plan on or before the Effective Date.

(c) Surviving Corporation must have performed and complied with all applicable agreements and conditions in this Plan prior to or on the Effective Date.

(d) No action or proceeding by any governmental body or agency must have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan.

(f) All corporate and other proceedings and actions taken in connection with the transactions contemplated and all certificates, opinions, agreements, instruments, and documents must be satisfactory in form and substance to counsel for the Acquired Corporation.

Conditions Precedent to Obligations of Surviving Corporation

3.03. Except as waived in writing by Surviving Corporation, all of the obligations of Surviving Corporation under this Plan are subject to fulfillment of each of the following conditions on or before the Effective Date,:

(a) The representations and warranties of Acquired Corporation in this Plan and in any document delivered under this Plan are deemed to have been repeated in full on the Effective Date and must on that date be true and correct in all material respects. If Acquired Corporation discovers any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it must report that discovery immediately to Surviving Corporation and must either correct the error, misstatement, or omission or obtain a written waiver from Surviving Corporation.

(b) Acquired Corporation must have performed and complied with all applicable covenants and conditions in this Plan on or before the Effective Date.

(c) No action or proceeding by any governmental body or agency will have been threatened, asserted, or instituted to restrain or prohibit the completion of the transactions contemplated by this Plan.

Interim Conduct of Business; Limitations

3.04. (a) Except as limited by this paragraph 3.04, pending consummation of the merger, each of the parties to the merger will carry on its business in substantially the same manner as prior to the date of this Plan and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its good will in relationships with suppliers and others transacting business with the entity.

(b) Except with the prior consent in writing of Surviving Corporation, pending consummation of the merger, Acquired Corporation will not enter into any transaction other than those involved in carrying on its ordinary course of business.

Expenses

3.05. (a) If the merger set forth in this Plan is consummated, Surviving Corporation will pay all costs and expenses of the merger.

(b) If the merger set forth in this Plan is not consummated, each party to this Plan will

pay its own costs and expenses incident to the contemplated merger.

ARTICLE 4

MANNER AND BASIS OF CONVERTING SHARES

Manner of Converting Shares

4.01. The holders of shares of Acquired Corporation will surrender their securities to David M. Loev, Attorney at Law promptly after the Effective Date, in exchange for securities of Surviving Corporation to which they are entitled under this Article 4.

Basis of Converting Shares

4.02. (a) The shareholders of Acquired Corporation will be entitled to receive one share of common stock of Surviving Corporation, each of \$.001 par value, to be distributed on the basis of one (1) share for each share of common stock of Acquired Corporation, and there are no preferred shares outstanding.

Capital Structure of Surviving Corporation

4.03. (a) There is currently one outstanding share of common stock of Surviving Corporation.

(b) After the Effective Date, Surviving Corporation will have a total of 55,000,000 shares of authorized stock, which are divided into 50,000,000 shares of common stock which are of a par value of \$.001 per share and 5,000,000 shares of preferred stock which are of a par value of \$.001 per share. After the Effective Date, Surviving Corporation will have 10,000 shares of common stock issued and outstanding and 0 shares of preferred stock issued and outstanding, which accounts for the cancellation of one share by Acquired Corporation.

ARTICLE 5

DIRECTORS AND OFFICERS

Directors and Officers of Surviving Corporation

5.01. The present board of directors of Acquired Corporation will serve as the board of directors of Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

5.02. All persons who on the Effective Date are executive or administrative officers of Acquired Corporation will become officers of Surviving Corporation until its board of directors determines otherwise. Surviving Corporation's board of directors may elect or appoint additional officers as it deems necessary.

ARTICLE 6

ARTICLES OF INCORPORATION AND BYLAWS

Articles of Incorporation of Surviving Corporation

6.01. The Articles of Incorporation of the Nevada Company shall be the Articles of Incorporation of the Surviving Company at the Effective Date. Surviving Corporation's articles of incorporation will continue in full force until further amended as provided in the articles or as provided by law.

Surviving Corporation's Bylaws

6.02. Surviving Corporation's bylaws, as existing on the Effective Date, will continue in full force until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7

SURVIVAL OF WARRANTIES AND INDEMNIFICATION

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Acquired Corporation, Surviving Corporation, or the shareholders of any party to the plan of merger will be deemed representations and warranties made by such parties, respectively, to each other under this Plan. The representations and warranties of the parties and the shareholders will survive for a period of three years following the Effective Date and will survive despite any inspections, examinations, or audits made on behalf of the parties and the shareholders.

Indemnification

7.02. On or before the Effective Date, Acquired Corporation will obtain from its shareholders an agreement to indemnify and hold harmless Surviving Corporation against all damages, as defined in this paragraph 7.02. Damages, as used in this paragraph, includes any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including but not limited to, counsel fees and other costs and expenses incurred in attempting to avoid damages or in enforcing this indemnity agreement, resulting to Surviving Corporation from:

(a) Any inaccurate representation made by or on behalf of the Acquired Corporation or its shareholders in or under this Plan;

(b) Breach of any of the warranties in or under this Plan made by or on behalf of Acquired Corporation or its shareholders;

(c) Breach or default in the performance by Acquired Corporation of any applicable obligations specified in this Plan; or

(d) Breach or default in the performance by Acquired Corporation's shareholders of any of the applicable obligations specified in the agreement delivered by them to Surviving Corporation under this Plan.

The shareholders will reimburse Surviving Corporation on a pro rata basis according to the number of shares owned by each for any payment made or loss suffered by Surviving Corporation at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or under a bona fide compromise or settlement of claims, demands, or actions, regarding any damages described in this paragraph. Shareholders must discharge their obligations to Surviving Corporation by the payment of cash on demand. The shareholders will have the opportunity to defend any claim, action, or demand asserted against Surviving Corporation for which Surviving Corporation claims indemnity against the shareholders, provided that: (i) the defense is conducted by counsel reasonably approved by Surviving Corporation; (ii) the defense is expressly assumed in writing within ten (10) days after written notice of the claim, action, or demand is given to the shareholders; and (iii) Surviving Corporation's counsel may participate at all times and in all proceedings, formal and informal, relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of Surviving Corporation.

ARTICLE 8

ABANDONMENT

Circumstances Allowing Termination and Abandonment

8.01. This Plan may be terminated and the merger may be abandoned at any time before the Effective Date, even after the articles of merger have been filed with the Nevada secretary of state.

(a) The board of directors of any party to the merger may abandon this Plan before the articles of merger are filed with the Nevada secretary of state.

(b) To abandon this Plan after the articles of merger have been filed with the Nevada secretary of state, an officer or authorized representative must file a statement with the secretary of state executed on behalf of each party to the merger declaring that the Plan has been abandoned in accordance with the terms of this Plan and Section 92A.175 of the Nevada Revised Statutes. The statement must be filed before the effective date of the merger.

(c) Regardless of whether the articles of merger have been filed with the Nevada secretary of state, this Plan may be abandoned under the following conditions:

(i) The number of shareholders dissenting from the merger is so large that the merger is deemed inadvisable or undesirable in the opinion of the board of directors of either party to the merger.

(ii) Any material litigation or proceeding has been instituted or threatened against another party to the merger or any of its assets, that renders the merger inadvisable or undesirable in the opinion of the board of directors of either party to the merger.

(iii) Any legislation has been enacted that, in the opinion of the board of directors

of either party to the merger, renders the merger inadvisable or undesirable.

(iv) After the date of execution of this Plan there has been, in the opinion of the board of directors of either party to the merger, any materially adverse change in the business or condition, financial or otherwise, of another party to the merger.

(d) At the election of Surviving Corporation's board of directors if, without the prior consent in writing of Surviving Corporation, Acquired Corporation has entered into any transaction other than those involved in the ordinary course of business.

Notice of and Liability on Termination of Plan

8.02. If an election is made to abandon this Plan under paragraph 8.01:

(a) An officer or authorized representative of the party whose board of directors has made the election must give immediate written notice of the election to the other party to the merger.

(b) When notice has been properly effected as provided in subparagraph (a), and when an appropriate statement has been filed with the secretary of state as provided in section 8.01(b), this Plan will terminate and the proposed merger will be abandoned. Except for payment of its own costs and expenses incident to this Plan, there will be no liability on the part of either party to the merger as a result of the abandonment.

ARTICLE 9

ENFORCEMENT AND INTERPRETATION

Further Assurances and Assignments

9.01. Acquired Corporation agrees that when requested by Surviving Corporation or by its successors or assigns, Acquired Corporation will execute and deliver or cause to be executed and delivered all deeds and other instruments necessary to consummate the transaction that is the subject of this Plan. Acquired Corporation also agrees to take or cause to be taken any further actions, assignments, or assurances that are necessary to vest, perfect, and conform title of Surviving Corporation to all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Plan, and otherwise necessary to carry out the intent and purposes of this Plan.

Notices

9.02. Any notice or other communication required or permitted by this Plan, with the exception of the filing of a statement of abandonment under paragraph 8.01(b), will be deemed to be given when deposited in the United States mails for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(a) In the case of Acquired Corporation, to: Peter Mergenthaler or to any other person or address that Acquired Corporation may designate in writing on proper notice to Surviving Corporation.

(b) In the case of Surviving Corporation, to: Peter Mergenthaler or to any other person or address that Surviving Corporation may designate in writing on proper notice to Acquired Corporation.

Entire Agreement and Counterparts

9.03. This instrument and any exhibits attached to and incorporated into the instrument contain the entire agreement between the parties with respect to the transaction contemplated by this Plan. It may be executed in any number of counterparts; however, all counterparts taken together will constitute one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Plan is controlled by and construed under the laws of Nevada, the state in which this Plan is being executed.

IN WITNESS WHEREOF, (i) the Surviving Corporation has caused this Plan to be signed by the President of the Acquired Corporation and attested by the Secretary of the Acquired Corporation pursuant to authorization contained in a resolution adopted by the Directors of the Acquired Corporation approving this Plan and (ii) the Acquired Corporation has caused this Plan to be signed by the President of the Acquired Corporation and attested by the Secretary of the Acquired Corporation pursuant to authorization contained in a resolution adopted by the Directors of the Acquired Corporation approving this Plan.

PERMA TUNE ELECTRONICS, INC.,

a Nevada corporation

ATTEST:

By

President

Peter Mergenthaler

Secretary

TRANS MAX TECHNOLOGIES, INC.,

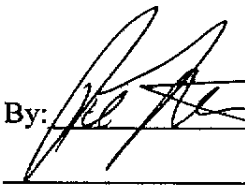
a Florida corporation

ATTEST:

By

President

Peter Mergenthaler

By:  _____
_____, Secretary Peter Mergenthel