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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

Invision Industries, Inc.

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Merger
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**ARTICLES OF MERGER
OF
AUTOVISION ENTERPRISES, INC.
INTO
INVISION INDUSTRIES, INC.**

1. AUTOVISION ENTERPRISES, INC. (Document Number P97000013810), a Florida corporation, and INVISION INDUSTRIES, INC. (Document Number P03000060589), a Florida corporation, are parties to a merger, with INVISION INDUSTRIES, INC. being the Surviving Company.

2. A true and complete copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A."

3. No change in the Articles of Incorporation of INVISION INDUSTRIES, INC., being the Surviving Company, shall be effected by the merger.

4. The date on which the merger shall be effective (referred to in the Agreement and Plan of Merger as the "Effective Time") beginning at 12:01 a.m., August 11, 2006.

5. The dates of the adoption and approval of the Plan of Merger by the respective shareholders of AUTOVISION ENTERPRISES, INC. and by the shareholders of INVISION INDUSTRIES, INC. are as follows:

Name of Corporation

Date

AUTOVISION ENTERPRISES, INC.

August 10, 2006

INVISION INDUSTRIES, INC.

August 10, 2006

6. As to each of the undersigned corporations, the number of shares outstanding, with all such shares being voting common stock, are as follows:

Name of Corporation

**Number of Shares
Outstanding**

AUTOVISION ENTERPRISES, INC.

1,000

INVISION INDUSTRIES, INC.

100

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8. As to each of the undersigned corporations, the total number of shares voting for and voting against the Plan of Merger, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
AUTOVISION ENTERPRISES, INC.	1,000	0
INVISION INDUSTRIES, INC.	100	0

9. The merger provided for herein is permitted under the laws of the State of Florida and has been authorized in compliance with said laws.

IN WITNESS WHEREOF, AUTOVISION ENTERPRISES, INC. has caused these Articles of Merger to be executed by its undersigned officer duly authorized, this 10th day of August, 2006.

AUTOVISION ENTERPRISES, INC.,
a Florida corporation

By: [Signature]
Christopher J. Vitito, President

IN WITNESS WHEREOF, INVISION INDUSTRIES, INC., has caused these Articles of Merger to be executed by its undersigned officer duly authorized this 10th day of August, 2006.

INVISION INDUSTRIES, INC.,
a Florida corporation

By: [Signature]
Christopher J. Vitito, President

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STATE OF FLORIDA
COUNTY OF ~~POLK~~ *Osceola*

The foregoing instrument was acknowledged before me this 10 day of August, 2006, by Christopher J. Vitito, being the President of AUTOVISION ENTERPRISES, INC., a Florida corporation, on behalf of the Corporation. Such person did not take an oath and is/are personally known to me or has produced a current Florida driver's license as identification:

Official Seal
DAVID D. HALLOCK, JR.
Notary Public, State of Florida
My comm. expires Feb. 19, 2007
Comm. No. DD185694

(AFFIX NOTARY SEAL)

Signature of Notary Public

David D. Hallock, Jr.
Name of Notary Public

(Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

STATE OF FLORIDA
COUNTY OF ~~POLK~~ *Osceola*

The foregoing instrument was acknowledged before me this 10th day of August, 2006, by Christopher J. Vitito, being the President of INVISON INDUSTRIES, INC., a Florida corporation, on behalf of the Corporation. Such person did not take an oath and is/are personally known to me or has produced a current Florida driver's license as identification.

Official Seal
DAVID D. HALLOCK, JR.
Notary Public, State of Florida
My comm. expires Feb. 19, 2007
Comm. No. DD185694

(AFFIX NOTARY SEAL)

Signature of Notary Public

David D. Hallock, Jr.
Name of Notary Public

(Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

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**AGREEMENT FOR MERGER OF
AUTOVISION ENTERPRISES, INC. INTO
INVISION INDUSTRIES, INC.**

This Agreement for Merger (this "Agreement") is made and entered into by and between AUTOVISION ENTERPRISES, INC., a Florida corporation, whose address is P.O. Box 470098, Celebration, Florida 34747 ("AUTOVISION"), and INVISION INDUSTRIES, INC., a Florida corporation, whose address is P.O. Box 470098, Celebration, Florida 34747 ("INVISION") (collectively, AUTOVISION and INVISION are referred to as the Corporations), with reference to the following facts:

A. AUTOVISION is a corporation duly organized and existing under the laws of the State of Florida with authorized capital stock consisting of 7,500 shares of the common stock of the par value of \$1.00 per share, of which 1,000 shares are issued and outstanding as of August 10, 2006.

B. INVISION is a corporation duly organized and existing under the laws of the State of Florida with authorized capital stock consisting of 1,000 shares of common stock, with no par value, of which 100 shares are issued and outstanding as of August 10, 2006.

C. AUTOVISION and INVISION are corporations organized for the purpose of carrying on business of a similar nature.

D. The respective Boards of Directors of AUTOVISION and INVISION deem it advisable and generally to the advantage and welfare of the Corporations and their respective shareholders that AUTOVISION and INVISION be merged into a single corporation under and pursuant to the provisions of Chapter 607, Florida Statutes.

IN CONSIDERATION OF the foregoing facts and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements contained in this Agreement, AUTOVISION and INVISION agree as follows:

1. Recitals. The foregoing recitals are true and correct and are specifically incorporated herein by this reference.

2. Adoption of Plan of Merger. AUTOVISION shall be merged into INVISION in accordance with the applicable laws of the State of Florida and the provisions of the Plan of Merger attached hereto as Exhibit "A." INVISION shall be the surviving corporation. The merger shall be effective beginning at 12:01 a.m. on August 11, 2006.

3. Representations and Warranties. AUTOVISION makes the following representations and warranties:

(a) that it is a Florida corporation in good standing in the State of Florida and in those states where it does business;



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(b) that AUTOVISION has made full disclosure of all material financial information, including all assets, liabilities, and corporate books and records to INVISION before entering into this Agreement; and

(c) that the persons signing this Agreement have authority to enter into this Agreement on behalf of AUTOVISION and AUTOVISION is legally bound by its terms.

4. Representations and Warranties. INVISION makes the following representations and warranties:

(a) that it is a Florida corporation in good standing in the State of Florida and in those states where it does business;

(b) that INVISION has made full disclosure of all material financial information, including all assets, liabilities, and corporate books and records to AUTOVISION before entering into this Agreement; and

(c) that the persons signing this Agreement have authority to enter into this Agreement on behalf of INVISION and INVISION is legally bound by its terms.

5. General Provisions.

(a) This Agreement embodies the entire agreement and understanding among the parties with respect to the subject matter hereof, expressly superseding all prior agreements and understandings, whether oral or written.

(b) No change, modification or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by or on behalf of each of the parties to this Agreement.

(c) Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context so permits.

(d) Paragraph titles are used solely for convenience in this Agreement and shall not be used in interpreting or construing any provision of this Agreement.

(e) Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law. However, if any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be of no force or effect to the extent of such illegality or unenforceability, and the validity and enforceability of all remaining provisions of this Agreement shall not in any manner be affected thereby.

(f) The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any future breach of the provision so waived.

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(g) This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Florida.

(h) Neither party may assign this Agreement without the prior written consent of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officer of AUTOVISION and INVISON this 10th day of August, 2006.

AUTOVISION ENTERPRISES, INC.,
a Florida corporation

By: 

Print Name: Christopher J. Vito 8/10/06

As Its: President

INVISON INDUSTRIES, INC.,
a Florida corporation

By: 

Print Name: Christopher J. Vito 8/10/06

As Its: President

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PLAN OF MERGER**I. Corporations Proposing to Merge and the Surviving Corporation.**

(a) The Corporations proposing to merge are AUTOVISION ENTERPRISES, INC., a Florida corporation and INVISION INDUSTRIES, INC., a Florida corporation.

(b) As of the Effective Time of the merger as specified in the Articles of Merger (referred to herein as the "Effective Time"), AUTOVISION ENTERPRISES, INC. shall be merged into INVISION INDUSTRIES, INC. in accordance with the applicable laws of the State of Florida and the terms and provisions of this Plan of Merger. INVISION INDUSTRIES, INC. shall be the surviving corporation (referred to herein as the "Surviving Corporation").

(c) INVISION INDUSTRIES, INC. is a Florida corporation organized and existing under Chapter 607, Florida Statutes, or the predecessor to Chapter 607, Florida Statutes.

(d) AUTOVISION ENTERPRISES, INC. is a Florida corporation organized and existing under Chapter 607, Florida Statutes, or the predecessor to Chapter 607, Florida Statutes.

II. Terms and Conditions of the Proposed Merger.

(a) The corporate identity, existence, purposes, powers, rights, privileges, immunities and franchises of a public as well as of a private nature of INVISION INDUSTRIES, INC. shall continue unaffected and unimpaired by the merger.

(b) As of the Effective Time, the separate existence of AUTOVISION ENTERPRISES, INC. shall cease (except to the extent continued by law), and all of the properties (both real and personal), rights, powers, privileges, immunities and franchises, of whatever nature and description, of a public as well as of a private nature, of AUTOVISION ENTERPRISES, INC., shall be transferred to, vest in, and evolve upon INVISION INDUSTRIES, INC., as the Surviving Company, without further act or deed.

(c) From and after the Effective Time, INVISION INDUSTRIES, INC., as the Surviving Company, shall be responsible and liable for all of the debts, liabilities and obligations

Ex. A

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of AUTOVISION ENTERPRISES, INC., to the extent required by law; and any claim existing and any action or proceeding pending by or against AUTOVISION ENTERPRISES, INC., may be prosecuted as if the merger had not taken place or, alternatively, INVISION INDUSTRIES, INC., as the Surviving Corporation, may be substituted in the place of AUTOVISION ENTERPRISES, INC.

(d) If, at any time, INVISION INDUSTRIES, INC., as the Surviving Corporation, shall consider or be advised that any further actions are necessary or desirable to vest, protect or confirm, of record or otherwise, in INVISION INDUSTRIES, INC., as the Surviving Corporation, the title to any properties (both real and personal), powers, rights, privileges, immunities or franchises of AUTOVISION ENTERPRISES, INC. acquired by reason of the merger, or otherwise to carry out the provisions hereof, the last acting officers of AUTOVISION ENTERPRISES, INC., or, alternatively, the corresponding officers of INVISION INDUSTRIES, INC., as the Surviving Corporation, shall execute and deliver such confirmatory conveyance documents and like instruments, and shall take all such other actions, as shall be deemed necessary or desirable to vest, perfect or confirm title to all of such properties (both real and personal), powers, rights, privileges, immunities and franchises of AUTOVISION ENTERPRISES, INC. in INVISION INDUSTRIES, INC., as the Surviving Corporation, and otherwise to carry out the intent hereof.

III. Manner and Basis of Converting the Shares of the Merging Corporation into Shares of the Surviving Corporation.

(a) The authorized stock of AUTOVISION ENTERPRISES, INC. consists of voting common stock (referred to herein as the "Merging Corporation's Stock"), of which One Thousand (1,000) shares are presently issued and outstanding. The authorized stock of INVISION INDUSTRIES, INC. consists of voting common stock (referred to herein as the "Surviving Corporation's Stock") of One Thousand (1,000) shares of which One Hundred (100) are presently issued and outstanding.

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(b) As of the Effective Time, all of the authorized but unissued shares of the Merging Corporation's Stock will be cancelled and no shares will be issued in lieu thereof. The authorized shares of the Surviving Corporation's Stock shall be the authorized shares of the capital stock of the Surviving Corporation.

(c) As of the Effective Time, the One Thousand (1,000) shares of the Merging Corporation's Stock presently outstanding shall be converted into and become Nine Hundred (900) shares of the Surviving Corporation's Stock. Consequently, at conclusion of the merger, the Surviving Corporation shall have issued and outstanding One Thousand (1,000) shares of its stock, being all of the Surviving Corporation's then issued and outstanding shares. The One Thousand (1,000) shares of issued and outstanding stock of the Surviving Corporation will consist of the One Hundred (100) shares of the common stock presently issued and outstanding and the Nine Hundred (900) shares of the common stock issued in the conversion of Merging Corporation's Stock.

(d) As soon as practicable after the Effective Time, the shareholders of AUTOVISION ENTERPRISES, INC. shall surrender their certificates representing the One Thousand (1,000) shares of the Merging Corporation's Stock presently issued and outstanding and shall be entitled to receive a certificate evidencing Nine Hundred (900) shares of the Surviving Corporation's Stock.

IV. Articles of Incorporation, Bylaws and Directors of the Surviving Corporation.

(a) Articles of Incorporation. No change to the Articles of Incorporation of INVISION INDUSTRIES, INC., being the Surviving Corporation, shall be effected by the merger, and the Articles of Incorporation of INVISION INDUSTRIES, INC., as heretofore amended, in the form presently on file with the office of the Florida Secretary of State, shall, on and after the Effective Time constitute the Articles of Incorporation of the Surviving Corporation, unless and until thereafter amended in accordance with the provisions thereof.

(b) Bylaws. On and after the Effective Time, the Bylaws of INVISION INDUSTRIES, INC., in their present form, shall be the Bylaws of the Surviving Corporation

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unless and until such Operating Agreement shall be altered, amended or repealed, or until new Bylaws shall be adopted, in accordance with the provisions of such Bylaws.

(c) Directors. As of the Effective Time, each current director of INVISON INDUSTRIES, INC. shall become the Director of the Surviving Corporation and shall serve as such until their respective successors are duly elected and have qualified.

V. Other Provisions.

(a) Abandonment of Merger. This Plan of Merger may be abandoned by the mutual consent of AUTOVISION ENTERPRISES, INC. and INVISON INDUSTRIES, INC., each acting by its Board of Directors, at any time before the Effective Time.

(b) Purpose. The purpose of the statutory merger contemplated by this Plan of Merger is to accomplish a merger of AUTOVISION ENTERPRISES, INC. into INVISON INDUSTRIES, INC., as the Surviving Corporation, pursuant to the applicable provisions of §368, Internal Revenue Code of 1986, as amended, and pursuant to the applicable provisions of Chapter 607, Florida Statutes, as amended.

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