

KILLGORE PEARLMAN

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Division of Corporations

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Florida Department of State  
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**MERGER OR SHARE EXCHANGE**

Invision Industries, Inc.

Certificate of Status	1
Certified Copy	0
Page Count	09
Estimated Charge	<del>\$96.25</del> 68.75

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**CERTIFICATE OF MERGER**  
**OF**  
**VIDEO HEADREST SYSTEMS, L.L.C.**  
**INTO**  
**INVISION INDUSTRIES, INC.**

The following Certificate of Merger is submitted to merge the following Florida limited liability company into the following Florida corporation in accordance with §608.4382, *Florida Statutes*.

**First:** The exact name, entity type and jurisdiction of each merging entity are:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Video Headrest Systems, L.L.C.	Florida	Limited liability company
Invision Industries, Inc.	Florida	Corporation

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**Second:** The exact name, entity type and jurisdiction of the surviving entity is:

Invision Industries, Inc.	Florida	Corporation
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**Third:** The attached Plan of Merger has been approved by the Members of Video Headrest Systems, L.L.C. and by the Shareholders and Board of Directors of Invision Industries, Inc.

**Fourth:** The merger shall become effective on the date the Certificate of Merger is filed with the Florida Department of State.

**Fifth: SIGNATURES FOR EACH CORPORATION**

Video Headrest Systems, L.L.C.

By: CVMA Group Holdings, Inc.  
Its: Member

By: Christopher J. Vitito  
Its: President

Invision Industries, Inc.

By: Christopher J. Vitito  
Its: President

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**AGREEMENT FOR MERGER OF  
VIDEO HEADREST SYSTEMS, L.L.C.  
INTO  
INVISION INDUSTRIES, INC.**

This Agreement for Merger (this "Agreement") is made and entered into by and between VIDEO HEADREST SYSTEMS, L.L.C., a Florida limited liability company, whose address is 3670 131<sup>st</sup> Street North, Clearwater, Florida 33762 ("VHS"), and INVISION INDUSTRIES, INC., a Florida corporation, whose address is Post Office Box 470098, Celebration, Florida 34747 ("INVISION") (collectively, VHS and INVISION are referred to as the Business Entities).

A. VHS is a limited liability company duly organized and existing under the laws of the State of Florida. Ownership of VHS is vested in 1,000 membership units.

B. INVISION is a corporation duly organized and existing under the laws of the State of Florida consisting of 1,000 shares of common stock, with no par value, of which 1,000 shares are issued and outstanding as of August 11, 2006.

C. VHS and INVISION are Business Entities engaging in business of a similar nature.

D. VHS's Members and INVISION's Board of Directors deem it advisable and generally to the advantage and welfare of their respective Business Entities and their respective Members and Shareholders that VHS and INVISION be merged into a single entity under and pursuant to Chapter 608, *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, VHS 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. VHS 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.

3. Effective Date. The effective date shall be January 1, 2007.

3. Representations and Warranties of VHS. VHS makes the following representations and warranties:

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

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(b) that VHS 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 the authority to enter into this Agreement on behalf of VHS and VHS is legally bound by its terms.

4. Representations and Warranties of INVISION. 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 VHS before entering into this Agreement; and

(c) that the persons signing this Agreement have the 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 of 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) This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns. Neither party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of VHS and INVISION this 11<sup>th</sup> day of April, 2007.

VIDEO HEADREST SYSTEMS, L.L.C.

By: CVMA Group Holdings, Inc.  
Its: Member

By: Christopher J. Vitito  
Its: President

INVISION INDUSTRIES, INC.

By: Christopher J. Vitito  
Its: President

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Fax Audit No.: H070001770613**PLAN OF MERGER****FIRST:**

The exact name, entity type and jurisdiction for each merging party are as follows:

(a) Video Headrest Systems, L.L.C. is a limited liability company duly organized under the laws of the State of Florida.

(b) Invision Industries, Inc. is a corporation duly organized under the laws of the State of Florida.

(c) As of the effective date of the merger, as specified in the Agreement for Merger (referred to herein as the "Effective Date"), Video Headrest Systems, L.L.C., 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.

**SECOND:**

Invision Industries, Inc., a Florida corporation, shall be the surviving entity (referred to herein as the "Surviving Entity").

**THIRD:**

The terms and conditions of the Proposed Merger are as follows:

(a) The corporate entity, 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 Date, the separate existence of Video Headrest Systems, L.L.C. 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 Video Headrest Systems, L.L.C. shall be

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transferred to, vest in, and evolve upon Invision Industries, Inc., as the Surviving Entity, without further act or deed.

(c) From and after the Effective Date, Invision Industries, Inc., as the Surviving Entity, shall be responsible and liable for all of the debts, liabilities and obligations of Video Headrest Systems, L.L.C., to the extent required by law; and any claim existing and any action or proceeding pending by or against Video Headrest Systems, L.L.C. may be prosecuted as if the merger had not taken place or, alternatively, Invision Industries, Inc., as the Surviving Entity, may be substituted in the place of Video Headrest Systems, L.L.C.

(d) If, at any time, Invision Industries, Inc., as the Surviving Entity, shall consider 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 Entity, the title to any properties (both real and personal), powers, rights, privileges, immunities or franchises of Video Headrest Systems, L.L.C. acquired by reason of the merger, or otherwise to carry out the provisions hereof, the last acting representative of Video Headrest Systems, L.L.C., or, alternatively, the corresponding officers of Invision Industries, Inc., as the Surviving Entity, 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 Video Headrest Systems, L.L.C. in Invision Industries, Inc., as the Surviving Entity, and otherwise to carry out the intent hereof.

#### FOURTH:

The manner and basis of converting the interest of the merging limited liability company into the shares of the Surviving Entity, in whole or in part, are as follows:

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(a) The membership interest of Video Headrest Systems, L.L.C. consists of 1,000 units, of which 1,000 units (referred to herein as the "Units") are presently certificated.

(b) The authorized stock of Invision Industries, Inc. consists of voting common stock of 1,000 shares (referred to herein as the "Shares") of which 500 are presently issued and outstanding.

(c) As of the Effective Date, all of the Units of Video Headrest Systems, L.L.C. shall be converted into Shares at a ratio of 1 Share for every 4 Units, for a total of 250 Shares of the Surviving Entity's stock.

(d) As soon as practicable after the Effective Date, the Members of Video Headrest Systems, L.L.C. shall surrender their membership certificates representing the 1,000 Units and shall be entitled to receive a certificate evidencing 250 Shares of the Surviving Entity's stock.

**FIFTH:**

The manner and basis of converting the rights to acquire the interest of Video Headrest Systems, L.L.C. in the rights to acquire the Shares of the Surviving Entity, in whole or in part, is as follows:

(a) This Agreement shall be submitted for approval to the Members of Video Headrest Systems, L.L.C. and to the Shareholders and Directors of Invision Industries, Inc. The signatures of the Members, Shareholders and Directors, as the case may be, to this Agreement shall indicate their approval at the duly noticed held meeting of each entity as of the date hereof. Articles of Merger in the form required by Chapter 608, *Florida Statutes*, shall be delivered to the Florida Department of State as soon as practicable after the execution of this Agreement.

(b) Before the Effective Date, the parties hereto shall take all such action as shall be necessary or appropriate in order to effectuate the merger.

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Fax Audit No.: H07000177061 3**SIXTH:**

The organization of the Surviving Entity shall be as follows:

(a) No change to the Articles of Incorporation of Invision Industries, Inc., being the Surviving Entity, shall be effected by the merger, the Articles 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 Date, constitute the Articles of Incorporation of the Surviving Entity, unless and until thereafter amended in accordance with the provisions thereof.

(b) On and after the Effective Date, the Bylaws of Invision Industries, Inc., in their present form, shall be the Bylaws of the Surviving Entity unless and until such Bylaws shall be altered, amended or repealed, or until new Bylaws shall be adopted, in accordance with the provisions of such Bylaws.

(c) As of the Effective Date, each current director of Invision Industries, Inc., shall become the Director of the Surviving Entity and shall serve as such until their respective successors are duly elected and have been qualified.

**SEVENTH:**

Other provisions are as follows:

(a) This Plan of Merger may be abandoned by the mutual consent of Video Headrest Systems, L.L.C. and Invision Industries, Inc., each acting by its Members or Board of Directors, as the case may be, at any time before the Effective Date.

(b) The purpose of the statutory merger contemplated by this Plan of Merger is to accomplish the merger of Video Headrest Systems, L.L.C. into Invision Industries, Inc., as the Surviving Entity, pursuant to the applicable provisions of §368, Internal Revenue Code of 1986,

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as amended, and pursuant to the applicable provisions of Chapter 608, *Florida Statutes*, as amended.

(c) This Agreement embodies the entire Agreement between the parties and there are no agreements, representations or warranties between the parties other than those set forth herein.

Video Headrest Systems, L.L.C.

By: CVMA Group Holdings, Inc.  
Its: Member

By: Christopher J. Vitito  
Its: President

Invision Industries, Inc.

By: Christopher J. Vitito  
Its: President

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