

# Florida Department of State

Division of Corporations Public Access System

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Division of Corporations

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## MERGER OR SHARE EXCHANGE

Global Fastener Solutions, Inc.

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### ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Chapter 607. Florida Statutes.

First: The name and jurisdiction of the surviving entity:

Name

Jurisdiction and Entity Type

Document Number

GLOBAL FASTENER SOLUTIONS, INC.

Florida corporation

P04000143492

Second: The name and jurisdiction of each merging entity:

Name

Jurisdiction and Entity Type

Document Number

AGRATI CORP.

Connecticut corporation

0147493

Third: The Plan of Merger is attached as an Exhibit.

Fourth: The merger shall become effective on May 31, 2006

Fifth: Adoption of Merger by surviving entity:

The Plan of Merger was adopted by the shareholders of the surviving entity on May 31, 2006

Sixth: Adoption of Merger by merging entity:

AGRATI CORP. - The Plan of Merger was adopted by the shareholders or members of the merging entity on May 31, 2006

Seventh: SIGNATURES FOR EACH CORPORATION

FENERAGELITIONS, INC.

ohn N. Fallin as President and sole Director

N. Fellin its President and sole Director

Prepared by Chris Caswell 240 S. Pineapple Ave., Suite 802 Sarasota, FL 34237 941-366-7727 Fla. Bar No. 371211

#### AGREEMENT AND PLAN OF MERGER

#### Among

#### GLOBAL FASTENER SOLUTIONS, INC.

#### AND

#### AGRATI CORP.

#### **RECITALS**

- A. The respective Boards of Directors of the parties hereto have determined that it is advisable that the Merging Entity be merged into and become part of the Surviving Entity (the "Merger"), with the Surviving Entity continuing as the surviving entity in the Merger (the "Surviving Entity") pursuant and subject to the terms and conditions of this Agreement and applicable law.
- B. The Merger is intended to qualify as a "reorganization" under the provisions of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW. THEREFORE, the parties agree as follows:

#### **ARTICLE I**

#### THE MERGER

- 1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in SECTION 1.2), the Merging Entity shall be merged with and into the Surviving Entity. As a result of the Merger, the separate existence of Merging Entity shall cease and Surviving Entity shall continue as the Surviving Entity of the Merger.
- 1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the Articles of Merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at or as soon as practicable after the Closing (as defined in SECTION 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective Time of the Merger").

- 1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place at the offices of the law firm of Christopher K. Caswell. P.A., 240 S. Pincapple Ave., Suite 802, Sarasota FL 34236.
- 1.4 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of the Merging Entity shall vest in the Surviving Entity, and all debts, liabilities and duties of the Merging Entity shall become the debts, liabilities and duties of the Surviving Entity.

#### ARTICLE II

## EFFECT OF THE MERGER ON THE CAPITALIZATION OF THE CONSTITUENT ENTITIES

- 2.1 EFFECT ON CAPITALIZATION. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the constituent cutities or the holders of the securities or ownership interests in them, the shares of Surviving Entity that were issued and outstanding immediately prior to the merger shall remain issued and outstanding and the shares of the Merging Entity shall be cancelled and retired and shall cease to be issued, without payment of any consideration therefore and Merging Entity shall thereafter cease to exist
- 2.2 TAX CONSEQUENCES. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 (a)(1)(B) of the Code.

#### ARTICLE III

#### ADDITIONAL AGREEMENTS

- 3.1 DIRECTORS AND MANAGEMENT OF SURVIVING ENTITY AFTER THE EFFECTIVE TIME OF THE MERGER. Upon the Effective Time of the Merger, the Board of Directors or Managers or Managing Members of Surviving Entity as the case may be will consist of the persons serving as directors of Surviving Entity immediately prior to the Effective Time of the Merger. In addition, upon the Effective Time of the Merger, management of Surviving Entity will consist of the persons serving as Surviving Entity's management team immediately prior to the Effective Time of the Merger.
- 3.2 CONSENT. Each of the parties shall promptly apply for or otherwise seek, and use its best efforts to obtain, all consents and approvals required to be obtained by it for consummation of the Merger.
- IN WITNESS WHEREOF, constituent entities have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

GLOBAL FASTENER SOLUTIONS, INC.

Name: John Title: Pre

AGRATI CORP.

Name: John Title: Peav