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DIVISION OF CORPORATIONS ((H05000120108 3)))

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE
ANIMAL REPLACEMENT TECHNOLOGIES INC.

Certificate of Status	1
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Merger

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FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

May 12, 2005

ANIMAL REPLACEMENT TECHNOLOGIES INC.
2655 ULMERTON ROAD, SUITE 221
CLEARWATER, FL 33762

SUBJECT: ANIMAL REPLACEMENT TECHNOLOGIES INC.
REF: F05000001734

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

ARTICLES OF MERGER INVOLVING A FLORIDA OR FOREIGN PROFIT CORPORATION ARE FILED PURSUANT TO SECTION 607.1105, FLORIDA STATUTES.

Please correct your document to reflect that it is filed pursuant to the correct statute number.

Please add an exhibit indicating the titles, names, and addresses of the officers/directors of the surviving corporation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell
Document Specialist

FAX Aud. #: B05000120108
Letter Number: 105A00034199

ARTICLES OF MERGER OF PRINCETON PRODUCT INNOVATION INC. WITH AND INTO ANIMAL REPLACEMENT TECHNOLOGIES INC.

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "FBCA") pursuant to Section 607.1105 F.S..

First: The name and jurisdiction of the surviving corporation ("Surviving Corporation")

Name: ANIMAL REPLACEMENT TECHNOLOGIES INC. Jurisdiction: Florida

Second: The name and jurisdiction of the merging corporation ("Merging Corporation") is:

Name: PRINCETON PRODUCT INNOVATION INC. Jurisdiction: Delaware

Third: Effective on the Effective Date (as hereinafter defined), the Merging Corporation is merged with and into the Surviving Company and the corporate existence of the Merging Corporation shall hereupon cease. The Plan of Merger is attached hereto as Exhibit "A".

Fourth: The merger shall become effective on the date these Articles of Merger are filed with the Department of State of the State of Florida (the "Effective Date").

Fifth: The Plan of Merger was approved by the Board of Directors and the shareholders of the Merging Corporation in accordance with the FBCA on April 1, 2005 by written consent.

Sixth: The Plan of Merger was adopted by the Board of Directors and shareholders of the Surviving Company in accordance with the FBCA on April 1, 2005, by written consent.

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger this 11th day of May, 2005.

MERGED CORPORATION PRINCETON PRODUCT INNOVATION INC., a Delaware corporation

SURVIVING CORPORATION ANIMAL REPLACEMENT TECHNOLOGIES INC., a Florida corporation

By: Christopher Sakezles, President

By: Christopher Sakezles, President

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MAY-12-05 12:01PM FROM-AkermanSenterfitt

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AGREEMENT AND PLAN OF MERGER

By and Among

PRINCETON PRODUCT INNOVATION INC., a Delaware corporation

and

ANIMAL REPLACEMENT TECHNOLOGIES INC., a Florida corporation

Dated as of April 1, 2005

{TP169276;2}

(((H05000120108 3)))

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of April 1, 2005, by and among PRINCETON PRODUCT INNOVATION INC., a Delaware corporation (the "Merged Corporation") and ANIMAL REPLACEMENT TECHNOLOGIES INC., a Florida corporation ("Surviving Corporation").

RECITALS

WHEREAS, on or about April 1, 2005, the holders of a majority of the issued and outstanding shares of Common Stock of the Merged Corporation approved the merger of the Merged Corporation with and into the Surviving Corporation; and

WHEREAS, it is intended that, for federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code");

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. THE MERGER; CLOSING; EFFECTIVE TIME

1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as hereinafter defined), Merged Corporation shall be merged with and into the Surviving Corporation and the separate corporate existence of Merged Corporation shall thereupon cease. The Surviving Corporation shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), and the separate corporate existence of the Surviving Corporation with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Florida Business Corporation Act (the "FBCA") and the General Corporation Law of the State of Delaware (the "GCL")

1.2. Effective Time.

As soon as practicable, the Merged Corporation and Surviving Corporation will cause Articles of Merger reflecting the provisions set forth in this Agreement (the "Articles of Merger") to be executed by the Merged Corporation and Surviving Corporation and delivered for filing to the Department of State of the State of Florida (the "Florida Department") as provided in Section 607.1105 of the FBCA and the Secretary of State of the State of Delaware (the "Delaware Department") as provided in Section 258 of the GCL. The Merger shall become effective at the time when the Articles of Merger have been duly filed with the Florida Department and the Delaware Department or at such later time agreed by the parties in writing and provided in the Articles of Merger (the "Effective Time").

2. ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

2.1. The Articles of Incorporation.

The articles of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation (the "Articles"), until duly amended as provided therein or by applicable law.

2.2. The Bylaws.

The bylaws of the Surviving Corporation in effect at the Effective Time shall be the bylaws of the Surviving Corporation (the "Bylaws"), until thereafter amended as provided therein or by applicable law.

3. OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1. Directors.

The directors of Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the directors of the Merged Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws as in effect from time to time.

3.2. Officers.

The officers of the Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the officers of the Merged Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws.

4. EFFECT OF THE MERGER ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES

4.1. Effect on Capital Stock.

At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of the Merged Corporation:

4.1.(a) Merger Consideration. Each share of the Common Stock, no par value, of the Merged Corporation (a "Merged Corporation" and, collectively, the "Merged Corporation") issued and outstanding immediately prior to the Effective Time shall be converted into, and become exchangeable for (the "Merger Consideration") 10,000 shares, the "Stock Exchange Ratio") of Common Stock, par value \$0.001 per share, of the Surviving Corporation ("Surviving Corporation Stock").

4.1.(b) Surviving Corporation. Each share of Common Stock, par value \$0.001 per share, of the Merged Corporation issued and outstanding immediately prior to the Effective

Time shall be cancelled and retired without payment of any consideration therefor and shall cease to exist.

4.2. Appraisal Rights.

Notwithstanding Section 4.1, Merged Corporation Shares outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such Merged Corporation Shares in accordance with Section 262 et seq. of the GCL shall not be converted into a right to receive the Merger Consideration, unless such holder fails to perfect or withdraws or otherwise loses his right to appraisal. If after the Effective Time such holder fails to perfect or withdraws or loses his right to appraisal, such Merged Corporation Shares shall be treated as if they had been converted as of the Effective Time into a right to receive the Merger Consideration. The Merged Corporation shall give Surviving Corporation prompt notice of any demands received by the Merged Corporation for appraisal of Merged Corporation Shares, and Surviving Corporation shall have the right to participate in all negotiations and proceedings with respect to such demands. The Merged Corporation shall not, except with the prior written consent of Surviving Corporation, make any payment with respect to, or settle or offer to settle, any such demands.

5. TERMINATION

5.1. Termination by Mutual Consent.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the approval by shareholders of the Merged Corporation, by mutual written consent of the Merged Corporation and Surviving Corporation by action of their respective Boards of Directors.

5.2. Termination by Either Surviving Corporation or the Merged Corporation.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of either Surviving Corporation or the Merged Corporation if any Order permanently restraining, enjoining or otherwise prohibiting consummation of the Merger shall become final and non-appealable after the parties have used their respective best reasonable efforts to have such Order removed, repealed or overturned (whether before or after the approval by the shareholders of the Merged Corporation); provided, that the right to terminate this Agreement shall not be available to any party that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the occurrence of the failure of the Merger to be consummated.

5.3. Termination by the Merged Corporation.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the approval by shareholders of the Merged Corporation, by action of the Board of Directors of the Merged Corporation if there has been a material breach by Surviving Corporation or Surviving Corporation of any material covenant or agreement contained in this Agreement that is not curable or, if curable, is not cured within thirty

(30) days after written notice of such breach is given by the Merged Corporation to the party committing such breach.

5.4. Termination by Surviving Corporation.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of Surviving Corporation there has been a material breach by the Merged Corporation of any material covenant or agreement contained in this Agreement that is not curable or, if curable, is not cured within thirty (30) days after written notice of such breach is given by Surviving Corporation to the party committing such breach.

5.5. Effect of Termination and Abandonment.

In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Section 5, this Agreement shall become void and of no effect with no liability on the part of any party hereto (or of any of its directors, officers, employees, agents, legal and financial advisors or other representatives); *provided, however*, that except as otherwise provided herein, no such termination shall relieve any party hereto of any liability or damages resulting from any willful breach of this Agreement.

6. MISCELLANEOUS AND GENERAL

6.1. Modification or Amendment.

Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

6.2. Waiver of Conditions.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

6.3. Counterparts.

This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

6.4. Governing Law and Venue; Waiver of Jury Trial.

THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Florida and the Federal courts of the United States of

America located in the State of Florida solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a State of Florida or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.5 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

6.5. Notices.

Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

if to Surviving Corporation:

2655 Ulmerton Road
Suite 221
Clearwater, Florida 33762.
Attention: Christopher Sakezles

if to the Merged Corporation:

2655 Ulmerton Road
Suite 221
Clearwater, Florida 33762.
Attention: Christopher Sakezles

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

6.6. Entire Agreement: No Other Representations.

This Agreement including any exhibits hereto constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof. EACH PARTY HERETO AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER SURVIVING CORPORATION AND SURVIVING CORPORATION NOR THE MERGED CORPORATION MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, AND EACH HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ITSELF OR ANY OF

ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, FINANCIAL AND LEGAL ADVISORS OR OTHER REPRESENTATIVES, WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER OR THE OTHER'S REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING.

6.7. No Third Party Beneficiaries.

This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

6.8. Severability.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

6.9. Interpretation.

The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

**PRINCETON PRODUCT INNOVATION
INC.**

By: Christopher Sakezles
Name: Christopher Sakezles
Title: President

**ANIMAL REPLACEMENT
TECHNOLOGIES INC.**

By: Christopher Sakezles
Name: Christopher Sakezles
Title: President

**EXHIBIT TO ARTICLES OF MERGER
OF PRINCETON PRODUCT INNOVATION INC.
WITH AND INTO
ANIMAL REPLACEMENT TECHNOLOGIES INC.**

The titles, names, and addresses of the Directors/Officers of the surviving corporation are as follows:

- Christopher Sakezles - Director, President, and Treasurer
2655 Ulmerton Road, Suite 221
Clearwater, FL 33762
- Regina Sakezles - Director, Vice President, and Secretary
2655 Ulmerton Road, Suite 221
Clearwater, FL 33762
- David Danielson - Director
2655 Ulmerton Road, Suite 221
Clearwater, FL 33762
- Michele Danielson - Director
2655 Ulmerton Road, Suite 221
Clearwater, FL 33762
- Christopher Summers - Director
2655 Ulmerton Road, Suite 221
Clearwater, FL 33762