

PO60000035396

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

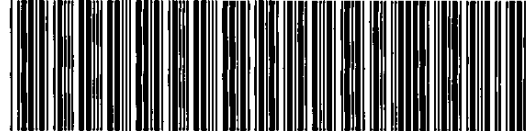
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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Office Use Only



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*merger*

10/11/06--01002--012 \*\*78.75

RECEIVED  
06 OCT 10 PM 4:39  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*AKR*  
*10/11/06*

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2006 OCT 10 PM 5:00

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** StormBlok Systems, Incorporated  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

MELISSA A. MURRY  
(Contact Person)

INCORPORATING SERVICES, LTD.  
(Firm/Company)

1540 GLENWAY DR.  
(Address)

TALLAHASSEE, FL 32301  
(City/State and Zip Code)

For further information concerning this matter, please call:

MELISSA At ( ) 656.7956  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

# ARTICLES OF MERGER

(Profit Corporations)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

2006 OCT 10 PM 5:00

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
StormBlok Systems, Incorporated	Florida	P06000035396

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Storm Shield, Inc.	New York	

**Third:** The Plan of Merger is attached.

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

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on June 21, 2006.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 21, 2006.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

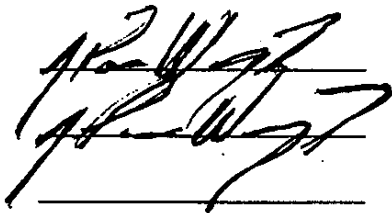
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

StormBlok Systems, Incorporated



J. Parr Wiegel, President

Storm Shield, Inc.

J. Parr Wiegel, President

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## Agreement and Plan of Merger

June 21

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), executed effective as of ~~March~~ 2006 is by and between **StormBlok Systems, Incorporated**, a Florida corporation ("Surviving Corporation"), and **Storm Shield, Inc.**, a New York corporation ("Disappearing Corporation"). Surviving Corporation and Disappearing Corporation are sometimes referred to herein as the "Constituent Entities."

### Recitals

- A. Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 10,000,000 shares, of which 10,000,000 are designed "Common Stock" and 0 of which are designated as "Preferred Stock." As of the date of this Agreement, 1,020,408 shares of Common Stock were issued and outstanding, and no shares of Preferred Stock were issued and outstanding.
- B. Disappearing Corporation is a corporation duly organized and existing under the laws of the State of New York and has an authorized capital of 11,000,000 shares, 10,000,000 of which are designed "Common Stock" and 1,000,000 of which are designated as "Preferred Stock." As of the date of this Agreement, Disappearing Corporation has 1,020,408 shares of Common Stock issued and outstanding, and 0 shares of Preferred Stock were issued and outstanding.
- C. The shareholders and the Board of Directors of Disappearing Corporation have approved Disappearing Corporation's merging with and into Surviving Corporation, with Disappearing Corporation as the disappearing corporation upon the terms and conditions of this Agreement.
- D. The shareholder and the Directors of Surviving Corporation have approved Surviving Corporation's merging with Disappearing Corporation, with Surviving Corporation as the surviving corporation upon the terms and conditions of this Agreement.
- E. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the Merger to qualify as a reorganization under the provisions of Section 368(a)(1)(A) and 368(a)(2)(E) of the Code.

### Agreement

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Surviving Corporation and Disappearing Corporation hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

#### 1. Merger

##### 1.1 Merger

In accordance with the provisions of this Agreement and the General Corporation Law of Florida and the General Corporation Law of New York, Disappearing Corporation shall be merged with and into Surviving Corporation (the "Merger") as the disappearing corporation, the separate existence of Disappearing Corporation shall cease and Surviving Corporation shall survive the Merger and shall continue to be governed by the laws of the State of Florida and Surviving Corporation shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be **StormBlok Systems, Incorporated**.

### ***1.2 Filing and Effectiveness***

The Merger shall become effective when the following actions have been completed (the "Effective Date of the Merger"):

- (a) This Agreement and the Merger shall have been adopted and approved by the shareholders of Surviving Corporation and the shareholders of Disappearing Corporation each in accordance with the applicable requirements of the corporation laws of Florida and New York, respectively;
- (b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and
- (c) An executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the corporations laws of Florida shall have been filed with the Secretary of the State of Florida.

### ***1.3 Effect of the Merger***

Upon the Effective Date of the Merger, the separate existence of Disappearing Corporation shall cease and Surviving Corporation, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its Board of Directors and Surviving Corporation's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Disappearing Corporation in the manner as more fully set forth in the laws of Florida applicable to the merger of a foreign corporation into a domestic corporation, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without transfer, to all of the debts, liabilities and obligations of Disappearing Corporation in the same manner as if Surviving Corporation had itself incurred them, all as more fully provided under the applicable provisions of the corporations laws of Florida.

## **2. Charter Documents, Directors and Officers**

### ***2.1 Articles of Incorporation***

The Articles of Incorporation of Surviving Corporation shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

### ***2.2 Bylaws***

The Bylaws of Surviving Corporation as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

### ***2.3 Directors and Officers***

The Directors and officers of Surviving Corporation immediately prior to the Effective Date of the Merger shall be the Directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### **3. Manner of Conversion of Securities**

#### **3.1 *Disappearing Corporation Securities***

Upon the Effective Date of the Merger, each share of Common Stock of Disappearing Corporation outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, the holder of such interest or any other person, be changed and converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation. Upon the Effective Date of the Merger, each share of Series A Preferred Stock of Disappearing Corporation outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, the holder of such interest or any other person, be changed and converted into and exchanged for one (1) fully paid and nonassessable share of Series A Preferred Stock of the Surviving Corporation. Upon the Effective Date of the Merger, each option to purchase one (1) share of Common Stock of Disappearing Corporation outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, the holder of such option or any other person, be changed and converted into and exchanged for an option to purchase one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation.

#### **3.2 *Surviving Corporation Common Stock***

Upon the Effective Date of the Merger, each share of Common Stock of Surviving Corporation issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Surviving Corporation, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

### **4. General**

#### **4.1 *Further Assurances***

From time to time, as and when required by Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Disappearing Corporation such deeds and other instruments, and there shall be taken or caused to be taken by Surviving Corporation and Disappearing Corporation such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Disappearing Corporation and otherwise to carry out the purposes of this Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of Disappearing Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

#### **4.2 *Abandonment***

At any time before the filing of this Agreement with the Secretary of State of Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of Surviving Corporation or the Board of Directors of Disappearing Corporation, or both, notwithstanding the approval of this Agreement by the shareholders of Disappearing Corporation or by the shareholders of Surviving Corporation, or by both.

#### **4.3 *Amendment***

The Directors of Surviving Corporation and the Directors of Disappearing Corporation may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of

State of Florida, provided that any amendment made subsequent to the adoption of this Agreement by the shareholders of Surviving Corporation and the shareholders of Disappearing Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Entity, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or membership interest or series thereof of such Constituent Entities.

#### **4.4 Agreement**

Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 364 Estero Court, Safety Harbor, Florida 34695 and copies thereof will be furnished to any shareholder or member of the Constituent Companies, upon request and without cost.

#### **4.5 Governing Law**

This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by laws of the State of New York.

#### **4.6 Counterparts**

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

#### **4.7 Tax and Accounting Consequences**

It is intended by the parties that the merger shall constitute a reorganization within the meaning of Section 368(a)(1)(A) and 368(a)(2)(E) of the Code.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Board of Directors of Surviving Corporation and the Board of Directors of Disappearing Corporation, is hereby executed on behalf of each of such two companies and attested by their respective officers thereunto duly authorized.

Surviving Corporation

**STORMBLOK SYSTEMS, INCORPORATED**, a Florida corporation

By: 

Its: PRESIDENT

Disappearing Corporation

**STORM SHIELD, INC.**, a New York corporation

By: 

Its: PRESIDENT