

P06000049982

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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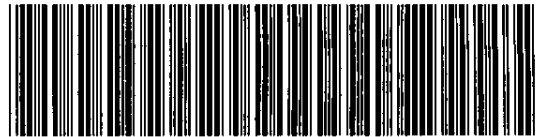
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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02/14/08--01018--027 **105.00

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08 MAR -3 PM 1:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PO42, 02400

Merger
PO
3/4



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 20, 2008

BETH SHADAWITZ
SHADAWITZ ASSOCIATES P.A.
551 NW 77 STREET, SUITE 102
BOCA RATON, FL 33487

SUBJECT: WATERCOOL MANUFACTURING, INC.
Ref. Number: P06000049982

We have received your document for WATERCOOL MANUFACTURING, INC. and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Articles of Merger for a Florida or foreign profit corporation are filed pursuant to section 607.1105, Florida Statutes. A merger form is enclosed.

You have submitted the Agreement or Plan of Merger. The Articles of Merger are required. The enclosed form may be used in addition to the rest of your documentation.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson
Document Specialist Supervisor

Letter Number: 108A00010247

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: WATERCOOL MANUFACTURING, INC.
(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Beth Shadabout
(Contact Person)

Shadabout Associates, PA
(Firm/Company)

551 NW 77th St. Suite 102
(Address)

Boca Raton, FL 33487
(City/State and Zip Code)

For further information concerning this matter, please call:

Beth Shadabout At (561) 241 6740
(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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2008 MAR -3 AM 10:00

RECEIVED

ARTICLES OF MERGER
(Profit Corporations)

FILED
08 MAR -3 PM 1:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

Name

Jurisdiction

Document Number

(If known/ applicable)

Woodenrod Manufacturing Inc Palm Beach PD6000049982

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Document Number

(If known/ applicable)

Ame Manufacturing Dade 999 000003449

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 Jan / 1 / 2008 (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 Jan 1, 2008.

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)

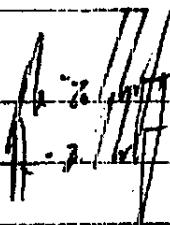
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on Jan 1, 2008.

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 CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & Title

Wadsworth Manufacturing



Avi Zilberstein, Pres

Time Manufacturing



Avi Zilberstein, Pres

AGREEMENT AND PLAN OF **MERGER**

Among

AME MANUFACTURING, INC.

AND

WATERCOOL MANUFACTURING, INC.

THIS AGREEMENT AND PLAN OF **MERGER** ("Agreement") is dated as of January 1st, 2008, among AME MANUFACTURING, INC., a **Florida corporation** ("AME"), and WATERCOOL MANUFACTURING, INC., a **Florida corporation** ("WATERCOOL").

RECITALS

A. AME has an authorized capitalization of 1,000 shares of common stock, no par value, of which no shares are issued and outstanding on the date hereof.

B. WATERCOOL has an authorized capitalization of 1,000 shares of common stock, no par value, of which no shares are issued and outstanding on the date hereof.

C. The respective Boards of Directors of AME and WATERCOOL have determined that it is advisable that AME be merged with and into WATERCOOL (the "**Merger**"), with WATERCOOL continuing as the surviving **corporation** in the **Merger** (the "**Surviving Corporation**") pursuant and subject to the terms and conditions of this Agreement and applicable law.

D. The **Merger** is intended to qualify as a "reorganization" under the provisions of Section 368(a)(2)(E) 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), AME shall be merged with and into WATERCOOL. As a result of the **Merger**, the separate existence of AME shall cease and WATERCOOL shall continue as the Surviving **Corporation** 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 as soon as practicable after satisfaction or, if permissible, waiver of the latest to occur of the conditions set forth in ARTICLE IV hereof (the "Closing Date"), at the offices of WATERCOOL unless another date or place is agreed to in writing by the parties hereto.

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 AME shall vest in the Surviving **Corporation**, and all debts, liabilities and duties of AME shall become the debts, liabilities and duties of the Surviving **Corporation**.

1.5 SURVIVING **CORPORATION** ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the **Merger** (i) the Certificate of Incorporation and Bylaws of WATERCOOL, as in effect immediately prior to the Effective Time of the **Merger**, shall be the certificate of incorporation and bylaws of the Surviving **Corporation** until thereafter amended as provided by applicable law, provided that such Amended and Restated Certificate of Incorporation shall be amended as provided in SECTION 1.6 hereof, and (ii) the officers and directors of WATERCOOL immediately prior to the Effective Time of the **Merger** shall be the officers and directors of the Surviving **Corporation**.

1.6 AMENDMENT TO THE SURVIVING CORPORATION'S ARTICLES OF INCORPORATION.

(a) At the Effective Time of the **Merger**, Article 6 of the Amended and Restated Articles of Incorporation of the Surviving **Corporation** shall be added to read as follows:

**"VOTE OF STOCKOLDERS OF WATERCOOL MANUFACTURING, INC.
TO APPROVE CERTAIN ACTIONS**

Any act or transaction by or involving the **Corporation** other than the election or removal of directors of the **Corporation** that requires for its adoption under the **Florida** Business Corporations Act or these Articles of Incorporation the approval of the Corporation's

shareholders shall require, in addition, the approval of the shareholders of Watercool (or any successor by **merger**), by the same vote as is required by the **Florida** Business Corporations Act and/or by these Articles of Incorporation."

ARTICLE II

EFFECT OF THE **MERGER** ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

2.1 EFFECT ON CAPITAL STOCK. As of the Effective Time of the **Merger**, by virtue of the **Merger** and without any action on the part of AME and WATERCOOL or the holders of securities of any of the foregoing:

(a) CONVERSION OF AME CAPITAL STOCK. (i) Each share of AME Stock issued and outstanding immediately prior to the Effective Time of the **Merger** shall be converted into the right to receive one share of WATERCOOL Stock.

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) of the Code.

ARTICLE III

CONDITIONS PRECEDENT

3.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE **MERGER**. The respective obligation of each party to effect the **Merger** shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) STOCKHOLDER APPROVALS. This Agreement shall have been approved and adopted by the stockholders of AME and WATERCOOL to the extent, but only to the extent, required by applicable law.

(b) GOVERNMENT APPROVALS. All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any court or governmental authority of competent jurisdiction necessary for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained, if failure to make such filing or obtain such approval would not be materially adverse to the ability of AME or WATERCOOL to conduct business following consummation of the **Merger**.

(c) LEGAL ACTION. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the **Merger** shall be in effect, nor shall any proceeding brought by any administrative

agency or commission or other governmental authority or instrumentality, domestic or foreign, selling any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

(d) STATUTES. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the **Merger** illegal.

ARTICLE IV

TERMINATION, AMENDMENT AND WAIVER

4.1 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time of the **Merger**, whether before or after approval of matters presented in connection with the **Merger** by the stockholders of AME and WATERCOOL (to the extent such approval is required):

(a) by mutual written consent of AME and WATERCOOL; or

(b) by either AME or WATERCOOL if any required approval of the stockholders of AME or WATERCOOL shall not have been obtained.

When action is taken to terminate this Agreement pursuant to this SECTION 4.1, it shall be sufficient for such action to be authorized by the Board of Directors of the party taking such action and for such party then to notify in writing the other party (or parties) of such action.

4.2 EFFECT OF TERMINATION. In the event of termination of this Agreement by either AME or WATERCOOL as provided in SECTION 4.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of AME or WATERCOOL or their respective officers or directors.

4.3 EXPENSES. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

4.4 AMENDMENT. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time before or after approval of matters presented in connection with the **Merger** by the stockholders of AME or WATERCOOL (to the extent such approval is required); PROVIDED THAT after any such stockholder approval, no amendment shall be made which by law requires the further approval of stockholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE V

GENERAL PROVISIONS

5.1 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties.

5.2 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.3 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

5.4 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

5.5 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.6 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

5.7 GOVERNING LAW. 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).

IN WITNESS WHEREOF, AME and WATERCOOL have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

AME MANUFACTURING, INC.

By: 

Name: Albert Zilberstein
Title: President

WATERCOOL MANUFACTURING, INC.

By: 

Name: Albert Zilberstein
Title: President