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**MERGER OR SHARE EXCHANGE**

**AMEUROTECH CORPORATION**

Certificate of Status	0
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## ARTICLES OF MERGER

OF

### AMEUROTECH CORPORATION

A Nevada Corporation  
(Corporate Number: C12490-1993)

AND

### AMEUROTECH CORPORATION

A Florida Corporation  
(Corporate Document Number: P07000046146)

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It is hereby certified that:

1. The constituent business corporations participating in the merger pursuant to FS. 607.1104, herein certified are:

(i) **AMEUROTECH CORPORATION (Florida)**, the *surviving corporation* is incorporated under the laws of the State of Florida; and

(ii) **AMEUROTECH CORPORATION (Nevada)**, the *merging corporation* is incorporated under the laws of the State of Nevada.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the shareholders of **AMEUROTECH CORPORATION (Nevada)** on May 16, 2007, in accordance with the provisions of the Nevada Revised Statutes Section 78.320. The number of shares outstanding at the time of the adoption of the Agreement and Plan of Merger and these Articles of Merger were 12,278,681: 55% voted in favor of the Agreement and Plan of Merger and constituted a sufficient number of shares to approve the Merger.

3. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the Board of Directors of **AMEUROTECH CORPORATION (Florida)**. One hundred percent (100%) of the issued and

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outstanding shares of **AMEUROTECH CORPORATION (Florida)** are owned by **AMEUROTECH CORPORATION (Nevada)**, whose shareholders approved the Merger as set forth above. Receipt of a copy of the Agreement and Plan of Merger by **AMEUROTECH CORPORATION (Nevada)**, the sole shareholder of **AMEUROTECH CORPORATION (Florida)**, by mailing, is hereby waived.

4. Under the Agreement and Plan of Merger the shareholders of **AMEUROTECH CORPORATION (Nevada)** shall receive, upon presentment of certificates representing shares of the company, shares of **AMEUROTECH CORPORATION (Florida)** on a pro-rata basis. Each one (1) share of **AMEUROTECH CORPORATION (Nevada)**, shall be exchanged for one (1) share of **AMEUROTECH CORPORATION (Florida)**.

5. The executed Agreement and Plan of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid surviving corporation, the address of which is as follows:

**AMEUROTECH CORPORATION**  
7593 Boynton Beach Blvd.  
Suite 210  
Boynton Beach, Florida 33437

6. A copy of the aforesaid Agreement of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of each of the aforesaid constituent corporations.

7. The aforesaid surviving corporation does hereby agree that it may be served with process in the State of Nevada in any proceeding for enforcement of any obligation of **AMEUROTECH CORPORATION (Nevada)**, as well as for enforcement of any obligation of said surviving corporation arising from the merger herein certified, including any suit or other proceeding to enforce the right, if any, of any stockholder of **AMEUROTECH CORPORATION (Nevada)**; does hereby irrevocably appoint the Secretary of State of the State of Nevada as its agent to accept service of process in any such suit or other proceedings; and does hereby specify the following as the address to which a copy of such process shall be mailed by the Secretary of State of the State of Nevada to:

**AMEUROTECH CORPORATION**  
7593 Boynton Beach Blvd.  
Suite 210  
Boynton Beach, Florida 33437

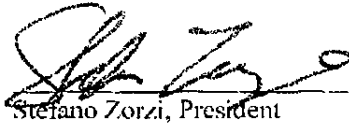
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8. The Agreement of Merger between the aforesaid constituent corporations provides that the merger herein certified shall be effective on the date of the filing of this Certificate of Merger. A copy of the Agreement and Plan of Merger is attached hereto pursuant to Florida Statute 607.1101 as Annex "A".

Dated: April 17, 2007

**AMEUROTECH CORPORATION (Nevada)**



Stefano Zorzi, President

Dated: April 17, 2007

**AMEUROTECH CORPORATION (Florida)**



Stefano Zorzi, President

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ANNEX "A"

**AGREEMENT  
AND PLAN OF MERGER OF  
AMEUROTECH CORPORATION a Nevada Corporation  
INTO  
AMEUROTECH CORPORATION, a Florida Corporation**

THIS AGREEMENT AND PLAN OF MERGER, dated May 16, 2007 made by and among **AMEUROTECH CORPORATION a Nevada Corporation** ("Parent"), and **AMEUROTECH CORPORATION, a Florida Corporation** ("Subsidiary") (collectively the "Constituent Corporations").

WITNESSETH:

WHEREAS, Parent desires to merge with and into Subsidiary, with Subsidiary being the surviving corporation (the "Merger") on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, Parent owns one hundred (100%) percent of Subsidiary's outstanding Common Stock; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Parent be merged into Subsidiary, on the terms and conditions set forth; and

WHEREAS, the Board shall present this Plan of Merger to the parent's Shareholders for approval, as set forth below.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.

2. On the Effective Date, Parent shall be merged with and into Subsidiary. The

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## ANNEX "A"

separate existence of Parent shall cease at the Effective Date and the existence of Subsidiary shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Nevada.

2. The Plan of Merger has been approved by the Directors of Subsidiary and the Shareholder of the Subsidiary in accordance with Florida Statutes. On May 16, 2007, 55% of the holders of shares of the Parent entitled to vote executed, pursuant to Nevada Revised Statute 78.320, Statements of Consent to Action approving the terms and conditions of the Merger; the percentage voting in favor of the action was sufficient to approve this Agreement and Plan of Merger.

## ARTICLE II

### EFFECTS OF THE MERGER

At the Effective Date, Subsidiary shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Parent, and shall be responsible and liable for all liabilities and obligations of Parent, all as more particularly set forth in the Florida Statutes.

## ARTICLE III

### TERMS OF THE TRANSNRSION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of Parent's Common Stock into shares of Subsidiary Stock shall be as follows:

1. Each share of Parent's common stock (the "Parent Common Stock") issued and outstanding on the Effective Date and all rights in respect thereof, shall, by virtue of the Merger and without any action on the part of the holders, be converted into one (1) share of the presently authorized and unissued shares of the common stock of Subsidiary (the "Subsidiary Common Stock"); provided that no fractional share of Subsidiary Common Stock shall be issued or exchanged for shares of Parent Common Stock.

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## ANNEX "A"

Notwithstanding the foregoing, each share of Parent Common Stock held by Subsidiary shall, by virtue of the Merger and without any action on the part of Subsidiary, be cancelled simultaneously with the effectiveness of the Merger.

2. As soon as practicable after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the shareholders of Parent.

## ARTICLE IV

### ASSIGNMENT

If at any time Subsidiary shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Subsidiary the title to any property or rights of Parent, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Parent as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Subsidiary.

## ARTICLE V

### EXPENSES

Subsidiary shall pay all expenses of accomplishing the Merger.

## ARTICLE VI

### AMENDMENT

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Subsidiary may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

## ARTICLE VII

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ANNEX "A"

ARTICLE VII

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Subsidiary, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Subsidiary. Upon termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands this 17<sup>th</sup> day of April, 2007.

PARENT:  
AMEUROTECH CORPORATION,  
a Nevada Corporation

By:   
Stefano Zorzi, its President

SUBSIDIARY:  
AMEUROTECH CORPORATION,  
a Florida Corporation

By:   
Stefano Zorzi, its President