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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

TBrown

10-20-11

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: IWL 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:

Jack A. Donenfeld

Contact Person

Law Offices of Jack A. Donenfeld

Firm/Company

119 East Court Street

Address

Cincinnati, OH 45202

City/State and Zip Code

SouthernGary@hotmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jack A. Donenfeld

Name of Contact Person

At (513) 632.5311

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)

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)
IWL INC.	Florida	P11000088493

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
IWL, INC.	Ohio	1409487

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TALLAHASSEE, FLORIDA

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 N/A (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) October 7, 2011.
The Plan of Merger was adopted by the shareholders of the surviving corporation on September, 2011.

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) October 7, 2011.
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September, 2011.

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)

[illegible]

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

Name

Jurisdiction

IWL INC.

Florida

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

Name

Jurisdiction

IWL, INC.

Ohio

Third: The terms and conditions of the merger are as follows:

See attached.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

N/A

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:
See attached.

PLAN OF MERGER

THIS PLAN OF MERGER, dated as of the 7th day of October, 2011 (the "Agreement"), between **IWL, INC.**, an Ohio corporation (the "Terminating Corporation"), and **IWL INC.**, a Florida corporation (the "Surviving Corporation"), under the following circumstances:

A. The respective Shareholders of each of the Terminating Corporation and the Surviving Corporation (collectively, the "Constituent Corporations") and the shareholders of the Terminating Corporation have resolved that, pursuant to the laws of the State of Florida and Ohio, the two Constituent Corporations be merged (the "Merger") into a single corporation existing under the laws of the State of Florida; and

B. The respective Boards of Directors of each of the Constituent Corporations and the shareholders of the Terminating Corporation have approved the Merger upon the terms and conditions hereinafter set forth and have approved this Agreement; and

C. The authorized shares of capital stock of the Terminating Corporation consists of 1,000 common shares, \$1.00 par value ("OH Stock"), of which 1,000 shares are issued and outstanding, and

D. The authorized shares of capital stock of the Surviving Corporation includes, among other classes or series of stock, Common Shares, no par value ("FL Stock"), no shares of which have been issued.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of the Merger and the mode of carrying the same into effect as follows:

FIRST: The terms and conditions of the Merger are as follows:

(a) On the Effective Date (as hereinafter defined) and subject to the terms and conditions set forth herein, the Terminating Corporation shall be merged into the Surviving Corporation.

(b) On the Effective Date, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Terminating Corporation shall be transferred to, vested in, and devolve upon, the Surviving Corporation, without further act or deed, and all property, rights, and every other interest of the Terminating Corporation shall be as effectively the property of the Surviving Corporation as they were of the Terminating Corporation. The Terminating Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Terminating Corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the interests and purposes hereof, and the proper officers and directors of the Terminating Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Terminating Corporation or otherwise to take any and all such action.

(c) From and after the Effective Date, the Surviving Corporation shall be subject to all of the duties and liabilities of a corporation organized under the Florida corporation law, Chapter 607 and/or Chapter 621, Florida Statutes, and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of

the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Terminating Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

(d) The Certificate of Incorporation of the Surviving Corporation as in effect on the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Certificate of Incorporation shall be effected by the Merger.

(e) The Bylaws of the Surviving Corporation as they shall exist on the Effective Date, shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided and no change to such Certificate of Incorporation shall be effected by the Merger.

(f) The persons who are directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders or action by written consent without a meeting and until their successors shall have been elected and qualified.

(g) Provided this Agreement has not been terminated or abandoned as permitted by the provisions hereof, the Articles of Merger, with this Agreement incorporated therein, shall be filed and recorded in accordance with the applicable laws of the State of Florida. The Merger shall become effective upon the filing of the Articles of Merger with the State of Florida, such date to be the "Effective Date."

SECOND: The manner of converting the outstanding shares of the capital stock of the Terminating Corporation into the shares or other securities of the Surviving Corporation shall be as follows:

(a) Each share of OH Stock which shall be outstanding immediately before the Effective Date, and all rights in respect thereof shall, by virtue of the Merger and on the Effective Date, be converted into one (1) fully paid and non-assessable shares of FL Stock.

(b) After the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of the OH Stock may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer.

(c) Whether or not the shareholders of the Terminating Corporation surrender to the Surviving Corporation their certificates representing their shares of the OH Stock as provided above, the Surviving Corporation shall issue new stock certificates bearing the name of the Surviving Corporation to the shareholders of the Terminating Corporation for the appropriate number of shares of FL Stock on the basis of one (1) share of FL Stock for each one (1) issued and outstanding share of OH Stock held by such shareholders. No other cash, shares, securities or obligations will be distributed or issued upon the Merger.

THIRD: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of either the Terminating Corporation or the Surviving Corporation at any time prior to the date that filing the Articles of Merger and this Agreement have been filed with the Florida Secretary of State. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or their directors, officers or shareholders.

FOURTH: The Shareholders of the Terminating Corporation dissenting to the Merger shall be entitled, pursuant to Ohio law, to be paid the fair value of their shares of OH Stock upon compliance with the appropriate provisions of Ohio law.

FIFTH: This Agreement embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Shareholders and Boards of Directors, have caused this Agreement to be executed by their duly authorized officers, as the respective act, deed and agreement of each of said corporations, on the day and year written above.

IWL, INC.

(an Ohio corporation)

By: _____

Gary Southern, President and Secretary

IWL INC.

(a Florida corporation)

By: _____

Gary Southern, President and Secretary