

P12000057739

Florida Department of State  
Division of Corporations  
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To: Division of Corporations  
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From: Account Name : HAHN LOESER + PARKS LLP  
Account Number : I20050000053  
Phone : (216) 621-0150  
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12 JUN 29 PM 3:43  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

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Email Address: dcarlson@hahnlaw.com

MERGER OR SHARE EXCHANGE  
CWS Acquisition, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

Merger  
and Name Change  
10/6/29/12

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COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: CWS ACQUISITION, 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:

DOUG CARLSON  
Contact Person

HAIN LOBBER & PARKS LLP  
Firm/Company

200 PUBLIC SQUARE SUITE 2800  
Address

CLEVELAND OHIO 44114  
City/State and Zip Code

dccarlson@hainlaw.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

DOUG CARLSON At (216) 274-2313  
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)

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)
CWS Acquisition, Inc.	Florida	P12000057739

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
CWS Holdings, Inc.	Maryland	N/A

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**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 29, 2012.

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 29, 2012.

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)



### Agreement of Merger and Plan of Reorganization

This Agreement of Merger and Plan of Reorganization dated June 29, 2012 by and between CWS HOLDINGS, INC., a Maryland corporation ("CWS") and CWS ACQUISITION, INC., a Florida Corporation ("NEW CWS").

#### RECITALS:

1. The Boards of Directors and Shareholders of each of CWS and NEW CWS have approved and authorized that CWS be merged with and into NEW CWS pursuant to the General Corporation Law of the State of Maryland and the Business Corporation Act of the State of Florida into a single corporation existing under the laws of the State of Florida, and NEW CWS, shall be the surviving corporation (the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

2. The authorized capital stock of CWS consists of 1,000 shares of Common Stock with a par value of \$0.01 per share ("CWS Common Stock"), of which 1,000 shares are issued and outstanding.

3. The authorized capital stock of NEW CWS consists of 1,000 shares of Common Stock with a par value of \$0.01 per share ("NEW CWS Common Stock"), 3 shares of which are issued and outstanding.

4. The respective Boards of Directors and Shareholders of CWS and NEW CWS have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree that CWS shall be, at the Effective Date (as hereinafter defined), merged (the "Merger") into a single corporation existing under the laws of the State of Florida, and NEW CWS shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

#### 1. Filings; Effects of Merger

1.1 Filing of Certificate of Merger; Effective Date. Articles of Merger shall be filed and recorded in accordance with the Florida Business Corporation Act and Articles of Merger shall be filed in accordance with the Maryland General Corporation Law. The Merger shall become effective upon filing.

1.2 Certain Effects of Merger. On the Effective Date, the separate existence of CWS shall cease, and CWS shall be merged into NEW CWS which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of CWS, and be subject to all the restrictions, liabilities, and duties of CWS; and all and singular, the rights, privileges, powers, and franchises of CWS, and all property, real, personal, and mixed, and all debts due to CWS on whatever account, as well for stock subscriptions and all other things in

action or belonging to CWS, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of CWS, and the title to any real estate vested by deed or otherwise, under the laws of Maryland or Florida or any other jurisdiction, in CWS, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of CWS shall be preserved unimpaired, and all debts, liabilities, and duties of CWS shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of CWS or the corresponding officers of the Surviving Corporation, may, in the name of CWS, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all CWS's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

**2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws**

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be CWS Holdings, Inc.

2.2 Certificate of Incorporation. The Articles of Incorporation of NEW CWS as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of NEW CWS, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

**3. Status and Conversion of Securities**

The manner and basis of converting the shares of the capital stock of CWS and the nature and amount of securities of NEW CWS which the holders of shares of CWS Common Stock are to receive in exchange for such shares are as follows:

3.1 CWS Common Stock. Each one share of CWS Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of NEW CWS Common Stock, and outstanding certificates representing shares of CWS Common Stock shall thereafter represent shares of NEW CWS Common Stock. Such certificates shall be exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 NEW CWS Common. All issued and outstanding shares of NEW CWS Common Stock held immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

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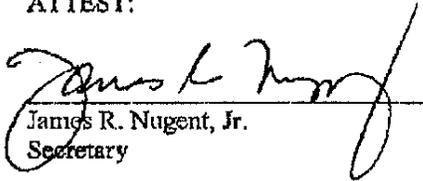
4. Miscellaneous

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by CWS and NEW CWS as of the date first above written.

ATTEST:

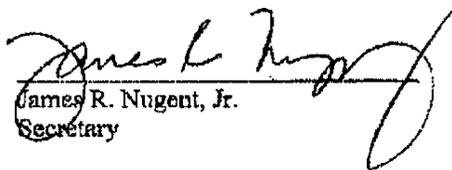
  
James R. Nugent, Jr.  
Secretary

CWS HOLDINGS, INC.

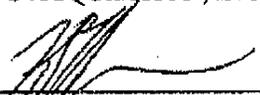
By:   
Kenneth S. Thompson  
President

(SEAL)

ATTEST:

  
James R. Nugent, Jr.  
Secretary

CWS ACQUISITION, INC.

By:   
Kenneth S. Thompson  
President

(SEAL)