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EFFECTIVE DATE  
12-31-05

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2005 DEC 23 PM 2:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger

G. Ouellette JAN 04 2006

**RASKIN**  
**SNODGRASS**

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Seattle, WA 98134  
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December 12, 2005

Amendment Section  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

**Re. AMOS USA, Inc.**  
**Articles of Merger**

To Whom It May Concern,

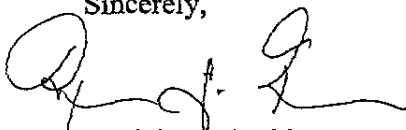
Please find enclosed for filing Articles of Merger on behalf of AMOS USA, Inc. ("AMOS"), for the merger of AMOS USA, Inc, a Florida corporation, and AMOS Americas, Inc. a Connecticut corporation with and into AMOS. Also enclosed is a check in the amount of \$113.75, which includes the \$105.00 filing fee for a three party merger and \$8.75 for return of a certified copy of the Articles of Merger.

Please return the certified copy to:

Patricia Raskin  
Raskin Snodgrass, PLLC  
1201 1<sup>st</sup> Avenue S, Suite 320  
Seattle, WA 98134

Please contact me with any questions or concerns in this regard.

Sincerely,



Patricia A. Raskin  
Raskin Snodgrass PLLC

cc: Jacki Chernikoff

**ARTICLES OF MERGER  
OF  
AMOS USA, Inc., a Florida Corporation,  
AMOS Americas, Inc., a Connecticut Corporation  
AND  
AMOS USA, Inc., a Washington Corporation**

**EFFECTIVE DATE**  
**12-31-05**

Pursuant to the Washington Business Corporation Act, the Florida Business Corporation Act, and the Connecticut Business Corporation Act, the following Articles of Merger are executed for the purpose of merging AMOS USA, Inc., a Florida corporation ("**AMOS Florida**") and AMOS Americas, Inc., a Connecticut corporation ("**AMOS Connecticut**") into AMOS USA, Inc., a Washington corporation ("**AMOS Washington**");

1. The Agreement and Plan of Merger is attached as Exhibit A.
2. The Agreement and Plan of Merger was duly approved by the shareholders of each of AMOS Florida, AMOS Connecticut, and AMOS Washington on November 29th, 2005.
3. The Effective Date of the Merger shall be December 31, 2005.

**AMOS USA, Inc., a Washington  
corporation**



By: Giampiero Soncini  
Its: President

**FILED**  
**2005 DEC 23 PM 2:17**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

Exhibit "A"

## Agreement and Plan of Merger

This Agreement and Plan of Merger ("**Agreement**"), dated as of November \_\_, 2005, is by and between AMOS USA, Inc., a Washington corporation ("**AMOS Washington**"), AMOS USA, Inc., a Florida corporation ("**AMOS Florida**") and AMOS Americas, Inc., a Connecticut Corporation ("**AMOS Connecticut**").

### Recitals

AMOS Washington, AMOS Florida, and AMOS Connecticut deem it advisable, and in the best interests of each of them and their respective shareholders, that AMOS Florida and AMOS Connecticut be merged with and into AMOS Washington (the "**Merger**"), as authorized by the laws of the State of Washington, the State of Florida and the State of Connecticut.

### Agreement

In consideration of the foregoing recitals, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. **Merger; Effectiveness.**

AMOS Connecticut and AMOS Florida shall be merged with and into AMOS Washington (hereinafter sometimes referred to as the "**Surviving Corporation**") pursuant to the applicable provisions of the Washington Business Corporation Act, The Florida Business Corporation Act, and the Connecticut Business Corporation Act, and in accordance with the terms and conditions of this Agreement. The Merger shall become effective on December 31, 2005 ("**Effective Time of the Merger**").

#### 2. **Articles of Incorporation; Bylaws.**

The Articles of Incorporation and Bylaws of AMOS Washington in effect at the Effective Time of the Merger shall, at such time, remain the Articles of Incorporation and Bylaws of the Surviving Corporation, until the same shall be further altered, amended or repealed as therein provided.

#### 3. **Directors and Officers.**

The directors and officers of AMOS Washington in office at the Effective Time of the Merger shall, at such time, remain the directors and officers of the Surviving Corporation.

#### 4. **Conversion of Shareholders.**

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of any shareholder of AMOS Florida or AMOS Connecticut, each share of common stock held by any shareholder of AMOS Florida and AMOS Connecticut shall be converted into and become one share fully paid and nonassessable share of Common Stock of the Surviving Corporation.

**5. Rights, Duties, Etc.**

At the Effective Time of the Merger, the separate existence of AMOS Florida and AMOS Connecticut shall cease and be merged, in accordance with the provisions of this Agreement, with and into the Surviving Corporation. The Surviving Corporation shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and liabilities of AMOS Florida, AMOS Connecticut and AMOS Washington; and all such things shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and title to any property or any interest therein, vested in AMOS Florida and AMOS Connecticut shall be vested in the Surviving Corporation. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against AMOS Florida or AMOS Connecticut, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

**6. Implementation.**

Each of AMOS Florida, AMOS Connecticut and AMOS Washington shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington, the State of Connecticut and the State of Florida to consummate and make effective the Merger.

**7. Termination.**

This Agreement may be terminated for any reason at any time before the filing of Articles of Merger with the Secretary of State of the State of Washington by resolution of the Board of Directors of AMOS Washington and the shareholders of each of AMOS Florida and AMOS Connecticut.

**8. Amendment.**

This Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors and shareholders of each of AMOS Washington, AMOS Florida and AMOS Connecticut; however, this Agreement may not be amended to (1) change the amount or kind of shares to be granted to the shareholders of the parties, (2) change the certificate of incorporation of AMOS Washington, or (3) change any other term of this Agreement if such change would adversely affect the shareholders of any party hereto.

**9. Miscellaneous.**

**9.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Washington. In the event of any controversy or claim arising out of or relating to this Agreement, the parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of King County, Washington.

9.2 Successors and Assigns. The rights and obligations of the parties under this Agreement shall not be assignable by any such party hereto without the written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns

9.3 Entire Agreement; Amendments. This Agreement and the documents referred to herein contain the entire understanding of the parties with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by each of the parties hereto.

9.4 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be valid only if it is made in writing by an authorized representative of such party. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of all or any part of this Agreement. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

9.5 Partial Invalidity. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof.

9.6 Representation by Counsel. The parties understand that Raskin Snodgrass PLLC represents AMOS Washington only and the other parties acknowledge that they have been encouraged to seek separate counsel.

9.7 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.8 Attorneys Fees. If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement, such party's reasonable attorneys' and other experts' (including without limitation accountants) fees and expenses.

DATED as of the date first written above.

AMOS USA, Inc., a Washington corporation

David L. Giampiero  
By: David L. Giampiero  
Title: President

AMOS USA, Inc., a Florida corporation

David L. Giampiero  
By: David L. Giampiero  
Title: President

AMOS Americas, Inc., a Connecticut corporation

David L. Giampiero  
By: David L. Giampiero  
Title: President