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MERGER OR SHARE EXCHANGE

Envirokare Composite Corp.

Certificate of Status	0
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FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
OF
THERMOPLASTIC COMPOSITE DESIGNS, INC.
AND
ENVIROKARE COMPOSITE CORP.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto as Annex A and made a part hereof is the Plan of Merger for merging Thermoplastic Composite Designs, Inc. with and into Envirokare Composite Corp.

2. The shareholders of Thermoplastic Composite Designs, Inc. entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent given by them on March 3, 2005 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

3. The merger of Thermoplastic Composite Designs, Inc. with and into Envirokare Composite Corp. is permitted by the laws of the jurisdiction of organization of Envirokare Composite Corp. and has been authorized in compliance with said laws.

4. The effective time and date of the merger herein provided for in the State of Florida shall be 3:00 p.m. on March 3, 2005.

5. The address of Envirokare Composite Corp.'s principal office under the laws of the state of Delaware is:

2255 W. Glades Road
Suite 112E
Boca Raton, Florida 33431

6. Envirokare Composite Corp. is deemed to have appointed the Secretary of State of the State of Florida its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Thermoplastic Composite Designs, Inc.

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THERMOPLASTIC COMPOSITE
DESIGNS, INC.

Date: March 3, 2005

By: Dale E. Polk, Sr.
Name: Dale E. Polk, Sr.
Title: President

ENVIROKARE COMPOSITE CORP.

Date: March 3, 2005

By: George E. Karantzis
Name: GEORGE E. KARANTZIS
Title: Chief Operating Officer

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ANNEX A

PLAN OF MERGER adopted on March 3, 2005 by resolution of the Board of Directors of Thermoplastic Composite Designs, Inc., a business corporation organized under the laws of the State of Florida, and adopted on March 3, 2005 by resolution of the Board of Directors of Envirokare Composite Corp., a business corporation organized under the laws of the State of Delaware. The names of the corporations planning to merge are Thermoplastic Composite Designs, Inc., a business corporation organized under the laws of the State of Florida, and Envirokare Composite Corp., a business corporation organized under the laws of the State of Delaware. The name of the surviving corporation into which Thermoplastic Composite Designs, Inc. plans to merge is Envirokare Composite Corp.

1. Thermoplastic Composite Designs, Inc. and Envirokare Composite Corp. shall, pursuant to the provisions of the Florida Business Corporation Act and the provisions of the laws of the jurisdiction of organization of Envirokare Composite Corp., be merged with and into a single corporation, to wit, Envirokare Composite Corp., which shall be the surviving corporation upon the effective date of the merger and which is sometimes hereinafter referred to as the "surviving corporation," and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization. The separate existence of Thermoplastic Composite Designs, Inc., which is sometimes hereinafter referred to as the "non-surviving corporation," shall cease at the effective time and date of the merger in accordance with the provisions of the Florida Business Corporation Act.

2. The certificate of incorporation of the surviving corporation at the effective time and date of the merger in the jurisdiction of its organization shall be the certificate of incorporation of said surviving corporation and said certificate of incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving corporation.

3. The bylaws of the surviving corporation at the effective time and date of the merger in the jurisdiction of its organization will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the jurisdiction of its organization.

4. The directors and officers in office of the surviving corporation at the effective time and date of the merger in the jurisdiction of its organization shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and

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qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

5. Each issued share of the non-surviving corporation immediately prior to the effective time and date of the merger shall, at the effective time and date of the merger, be converted into the right to receive \$150,000 in cash plus potential additional contingent cash consideration as described on Schedule A attached hereto. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the effective time and date of the merger shall continue to represent one issued share of the surviving corporation.

6. The Plan of Merger herein made and approved shall be submitted to the shareholders of the non-surviving corporation for their approval or rejection in the manner prescribed by the provisions of the Florida Business Corporation Act, and the merger of the non-surviving corporation with and into the surviving corporation shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the surviving corporation.

7. In the event that the Plan of Merger shall have been approved by the shareholders entitled to vote of the non-surviving corporation in the manner prescribed by the provisions of the Florida Business Corporation Act, and in the event that the merger of the non-surviving corporation with and into the surviving corporation shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the surviving corporation, the non-surviving corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and of the State of Delaware, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Board of Directors and the proper officers of the non-surviving corporation and of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

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SCHEDULE A

CONTINGENT CONSIDERATION

Section 2.02 Ongoing Payments. As additional Merger Consideration (the "Contingent Merger Consideration"), beginning January 1, 2013, the Shareholders shall be entitled to receive from Merger Sub payments annually equal to their pro rata share of 1% of the Net Income of LRM payable to the extent of and at the time of distribution of such Net Income to Merger Sub or 90 days after the end of each year, whichever is sooner; provided, however, that such obligation will cease if a majority of the equity in, or assets of, LRM are sold to an unaffiliated third-party of LRM, whether by merger, consolidation, exchange of interest or otherwise, excluding, however, any disposition by lease, license or any other similar transaction; further provided, that in connection with any such transaction, if such transaction is a sale of assets or equity by LRM, Merger Sub will make a payment to the Shareholders equal to 1% of the net proceeds of such transaction, or if such transaction takes the form of a sale by the Members of interests in LRM, Merger Sub will make a payment to the Shareholders equal to 1% of the aggregate net proceeds realized by all Members of LRM in such sale (including Merger Sub). In addition, in the event the Merger Sub or any of its Affiliates (as defined below) at any time sells any part of its interests in LRM in a transaction other than those described above, then Merger Sub shall pay to the Shareholders an amount equal to 1% of the gross proceeds of any such sale. "Net Income" means, with respect to any fiscal period, the consolidated net income of LRM and its subsidiaries for such period, as determined in accordance with GAAP.

Section 2.04 Certain Successor Entities. Notwithstanding anything to the contrary, in the event that either Parent or Merger Sub or any of its Affiliates acquires any equity interest or interest in revenue or profits in another entity (other than LRM) which is commercially exploiting any of the TCD Assets, then any funds received by either Parent, Merger Sub or any of their Affiliates as a result of such equity interests or interest in revenue or profits shall be included for the purpose of calculating Consolidated EBIDTA of LRM (to the extent not already included) for the purposes of the calculation specified in Section 2.01(b). For the purposes hereof, the term "Affiliate" shall mean any person, other than LRM, that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Parent or Merger Sub. For the sake of clarity, it is agreed that in no event shall the payments attributable to this clause, when aggregated with the payments specified in Section 2.01(a), (b), (d) and (e), exceed the \$15,000,000 specified in Section 2.01(f). In addition, if any such payments are received by Parent or Merger Sub or any of its Affiliates after January 1, 2013, the shareholders shall receive an aggregate of 1% of such payments, to the extent such payments are not duplicative of payments set forth in Section 2.02.

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