

P97000002511

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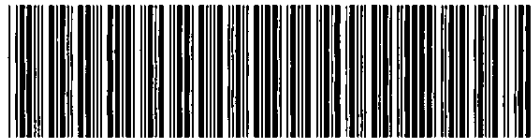
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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4-29-03

ICARD MERRILL

ATTORNEYS & COUNSELORS

André K.R. Charbonneau
Admitted in
Florida, New York
And Connecticut

2033 Main Street
Suite 500
Sarasota, FL 34237
941.366.8100
Fax: 941.366.5263
acharbonneau@icardmerrill.com

icardmerrill.com

April 23, 2008

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Plan of Merger

Dear Division of Corporation:

Attached is a check in the amount of \$78.75 to cover the cost of a Certified Copy of the Plan of Merger and filing fees for merging and surviving corporation for the document number P97000104024 (On Target Inc) to and P97000002511 (Omni Eye Inc).

I've included a self addressed, postage paid envelope to you to send the documents. If you have any questions or need additional information, please do not hesitate to contact me.

Thank you for your help and assistance.

Sincerely,
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A


Janette L. Stack

Legal Assistant and Closer to
André K. R. Charbonneau, Esquire

Enclosures

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
ON TARGET, INC., A FLORIDA CORPORATION
INTO
OMNI EYE INC, A FLORIDA CORPORATION**

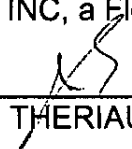
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105, F.S., **ON TARGET, INC.**, a Florida corporation, Document No. P97000104024, ("**Merging Corporation**") and **OMNI EYE INC**, a Florida corporation, Document No. P97000002511, ("**Surviving Corporation**") adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated April 23, 2008 ("Plan of Merger"), between Merging Corporation and Surviving Corporation was approved and adopted by the Board of Directors of Merging Corporation on April 23, 2008, and by the Shareholders of Merging Corporation on April 23, 2008, and was adopted by the Board of Directors of Surviving Corporation on April 23, 2008, and by the Shareholders of the Surviving Corporation, on April 23, 2008.
2. Pursuant to the Plan of Merger, all issued and outstanding shares of Merging Corporation's stock will be acquired by means of a merger of Merging Corporation into Surviving Corporation, with Surviving Corporation being the sole surviving corporation ("Merger").
3. The name of the Surviving Corporation shall be: **OMNI EYE INC**
4. The Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference as if fully rewritten herein.
5. Pursuant to Section 607.1105(1)(b), F.S., the date and time of the effectiveness of the Plan of Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger as of April 23, 2008.

OMNI EYE INC, a Florida corporation

By: 
JAMES THERIAULT, President

ON TARGET, INC., a Florida corporation

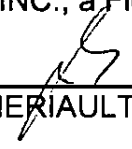
By: 
JAMES THERIAULT, President

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER OF
ON TARGET, INC
WITH AND INTO
OMNI EYE INC**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), by and between On Target, Inc, a Florida corporation (hereinafter "On Target" and being sometimes referred to herein as the "Merging Corporation") and OMNI EYE INC., a Florida corporation (hereinafter "Omni Eye" and being sometimes referred to herein as the "Surviving Corporation"), sets forth the terms and conditions upon which On Target shall be merged with and into Omni Eye.

RECITALS

WHEREAS, the Merging Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida;

WHEREAS, the Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of such merger and the mode of carrying it into effect, as follows:

ARTICLE I
CONSTITUENT CORPORATIONS

Section 1.1 **Corporations to be Merged.** The corporate entities that will be merged pursuant to this Agreement are On Target and Omni Eye. (such entities being sometimes collectively referred to herein as the "Constituent Corporations").

Section 1.2 **Name of Surviving Corporation.** Omni Eye shall be the surviving corporation and as the surviving corporation shall retain the name:

OMNI EYE INC

ARTICLE II
TERMS AND CONDITIONS OF THE MERGER

Section 2.1 **Merger and Effect.** Merging Corporation shall be merged with and into the Surviving Corporation, effective as provided in Section 2.2 below (the "Merger"). The Surviving Corporation shall continue to be governed by the laws of

the State of Florida, and the separate corporate existence of Merging Corporation shall thereby cease. The Merger shall be pursuant to, and have the effect provided by, the applicable provisions of the laws of the State of Florida.

Section 2.2 **Effective Time.** The Merger shall become effective as of the date and time of filing with the Secretary of State of Florida. (such time and date being referred to herein as the "Effective Time").

Section 2.3 **Rights of Constituent Corporations.** From and after the Effective Time, the Surviving Corporation shall, to the extent consistent with its Articles of Incorporation, possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Corporations. All property (real, personal and mixed), all debts due on whatever account (and all other chooses in action) and all and every other interest (of or belonging to or due to each of the Constituent Corporations) shall be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed. Title to any real estate, or any interest therein, vested in each of the Constituent Corporations shall not revert to or be in any way impaired by reason of the Merger.

Section 2.4 **Debts and Liabilities of Merging Corporation.** From and after the Effective Time, the Surviving Corporation shall thenceforth be responsible and liable for all debts, liabilities, obligations, duties and penalties of each of the Constituent Corporations, and the same shall thenceforth attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities, obligations, duties and penalties had been incurred or contracted by the Surviving Corporation. No liability or obligation due at the Effective Time, or then become due, nor any claim or demand for any cause then existing against either of the Constituent Corporations (or any shareholder, member, director, manager, partner or officer thereof) shall be released or impaired by the Merger. All rights of creditors and all liens upon property of each of the Constituent Corporations shall be preserved unimpaired. Any existing claim and any action or proceeding, civil or criminal, pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, with the Surviving Corporation being substituted in place of Western Consumer Products, and any judgment rendered against either of the Constituent Corporations may be enforced against the Surviving Corporation.

ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS

Section 3.1 **Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of the Surviving Corporation (the "Articles of Incorporation") shall continue to be the Articles of Incorporation of the Surviving Corporation, and no change to such Articles of Incorporation shall be effected by the Merger.

Section 3.2 **Bylaws.** At the Effective Time, the governing document of the Surviving Corporation (the "**Bylaws**") shall continue to be the Bylaws of the

Surviving Corporation, and no change to such Bylaws shall be effected by the Merger. After the Effective Time, the Bylaws may be amended and modified, from time to time, in accordance with its terms and applicable law.

Section 3.3 **Directors and Officers of the Surviving Corporation.** At the Effective Time, the directors and officers of the Surviving Corporation (the "Management") shall continue to be the directors and officers of the Surviving Corporation, subject to the Articles of Incorporation, the Bylaws and the laws of the State of Florida, and no change to the Management shall be effected by the Merger. After the Effective Time, the Management may be restructured and modified, from time to time, in accordance with the Articles of Incorporation, the Bylaws and the laws of the State of Florida.

ARTICLE IV **MANNER AND BASIS OF CONVERTING OWNERSHIP INTERESTS**

Section 4.1 **Ownership Interests of Merging Corporation.** At the Effective Time, by virtue of the Merger, each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be deemed cancelled and cease to exist, without any action on the part of the holder thereof and without consideration therefore, and shall not be converted into any interest of the Surviving Corporation.

Section 4.2 **Ownership Interests in Surviving Corporation.** At the Effective Time, each issued and outstanding share of capital stock in the Surviving Corporation immediately prior to the Merger (i) shall not be converted, exchanged or altered in any manner as a result of the Merger, (ii) shall remain the only outstanding ownership interests in the Surviving Corporation, and (iii) shall continue to be held in accordance with the Articles of Incorporation and the Bylaws.

Section 4.3 **No Additional Security Issuance.** No cash, shares, units, securities, certificates or obligations will be distributed or issued as a result of the Merger.

ARTICLE V **MISCELLANEOUS**

Section 5.1 **Termination of Agreement.** This Agreement may be terminated by the action of either of the Constituent Corporations at any time prior to the Effective Time.

Section 5.2 **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

Section 5.3 **Amendments.** Except as provided in Section 5.1, this Agreement may be amended, modified or supplemented only in writing signed by a duly authorized representative of each of the Constituent Corporations.

Section 5.4 **Construction: Counterparts.** The headings preceding the text of Articles and Sections of this Agreement are for convenience only and shall not be deemed part of this Agreement. In case any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

Section 5.5 **Further Assurances.** Each of the Constituent Corporations agrees to take such further actions and to execute or cause to be executed such additional documents, instruments or agreements as are necessary or desirable in order to carry out the intent and purposes of this Agreement.

Section 5.6 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Constituent Corporations and their respective successors and assigns.

Section 5.7 **Entire Agreement; Binding Effect.** This Agreement constitutes the complete agreement of the Constituent Corporations with respect to the subject matter hereof, supersedes all prior discussions, negotiations and understandings, and shall be binding and effective as of the date hereof.

[Signature page follows on next page.]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been
executed as of April 23, 2008.

"Merging Corporation":

ON TARGET, INC., a Florida corporation

By:



James Theriault, President

"Surviving Corporation":

OMNI EYE INC, a Florida corporation

By:



James Theriault, President