

FROM

Division of Corporations

(FRI) 1:14:00 12:16/ST. 12:15/NO. 4261574289 P. 1  
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**P99000056530**

Florida Department of State  
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**MERGER OR SHARE EXCHANGE**

**EAGLE RESEARCH LABORATORIES, INC.**

Certificate of Status	0
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*Merger*

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D. CONNELL  
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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

EAGLE RESEARCH TECHNOLOGIES, INC., a Florida corporation,  
P99000056530

INTO

**EAGLE RESEARCH LABORATORIES, INC.**, a Delaware corporation not  
qualified in Florida

File date: January 14, 2000

Corporate Specialist: Darlene Connell

FROM

(FRI) 1. 14' 00 12:16/ST. 12:15/NO. 4261574269 P. 2  
FAX AUDIT NO. H00000002337 4

**ARTICLES OF MERGER BETWEEN  
EAGLE RESEARCH LABORATORIES, INC. AND  
EAGLE RESEARCH TECHNOLOGIES, INC.**

FILED  
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TALLAHASSEE FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, Eagle Research Laboratories, Inc., a Delaware corporation ("Surviving Corporation") and Eagle Research Technologies, Inc., a Florida corporation ("Non-Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Non-Surviving Corporation with and into the Surviving Corporation ("Merger").

**ARTICLE I**

The Agreement and Plan of Merger effecting the Merger of the Non-Surviving Corporation with and into the Surviving Corporation is attached hereto and made a part of these Articles of Merger as Exhibit A.

**ARTICLE II**

The name of the Surviving Corporation is Eagle Research Laboratories, Inc.

**ARTICLE III**

The effective date of the Merger shall be upon the filing of these Articles of Merger with the Florida Department of State.

**ARTICLE IV**

The Agreement and Plan of Merger was adopted by the unanimous written consent of the Board of Directors of the Surviving Corporation on January 13, 2000 and no shareholder approval was required inasmuch as no shares of capital stock of the Surviving Corporation have been issued or are outstanding. The Agreement and Plan of Merger was adopted by joint unanimous written consent of the Board of Directors and shareholders of the Non-Surviving Corporation on January 13, 2000.

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IN WITNESS WHEREOF, the undersigned parties have executed these Articles of Merger, effective as of the 13<sup>th</sup> day of January, 2000.

**EAGLE RESEARCH TECHNOLOGIES, INC.**  
a Florida corporation

By: 

James Blanchard, President and  
Duly Authorized Representative

**EAGLE RESEARCH LABORATORIES, INC.**  
a Delaware corporation

By: 

James Blanchard, President and  
Duly Authorized Representative

FROM

(FRI) 1. 14' 00 12:17/ST. 12:15/NO. 4261574289 P 4

FAX AUDIT NO. H00000002337 4

**EXHIBIT A**

Agreement and Plan of Merger  
Eagle Research Laboratories, Inc - Eagle Research Technologies, Inc.

[to be attached]

FCH1 #36090 v3

## Exhibit A

**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER ("Agreement") is effective as of January 13, 2000 by and between EAGLE RESEARCH LABORATORIES, INC., a Delaware corporation, ("Eagle Research Laboratories, Inc.") and EAGLE RESEARCH TECHNOLOGIES, INC., a Florida corporation ("Eagle Research Technologies, Inc."). Eagle Research Laboratories, Inc. and Eagle Research Technologies, Inc. are sometimes hereinafter referred to as the "Constituent Companies".

**WITNESSETH:**

WHEREAS, Eagle Research Technologies, Inc. currently has One Hundred Twenty-Six Thousand (126,000) shares of common stock issued and outstanding; and

WHEREAS, pursuant to Section 607.1101 of the Florida Business Corporation Act ("Act"), the Board of Directors of Eagle Research Technologies, Inc. has approved the Merger (as hereinafter defined), whereby Eagle Research Technologies, Inc. will merge with and into Eagle Research Laboratories, Inc., with Eagle Research Laboratories, Inc. being the surviving corporation, upon the terms and subject to the conditions set forth herein; and

WHEREAS, pursuant to Section 607.1101 of the Act, the shareholders of Eagle Research Technologies, Inc. have approved the plan of Merger as set forth herein, by written Consent in Lieu of Special Meeting dated January 13, 2000; and

WHEREAS, pursuant to Subchapter IX of the General Corporation Law of the State of Delaware ("DEGCL"), the Board of Directors of Eagle Research Laboratories, Inc. has approved the Merger, and no Eagle Research Laboratories, Inc. stockholder approval of the Merger is required because no shares of stock of Eagle Research Laboratories, Inc. shall have been issued prior to the Merger.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto have agreed as follows:

**ARTICLE I  
THE MERGER****1.01 The Merger.**

(a) Subject to the terms and conditions of this Agreement, at the Effective Time (as such term is defined in Section 1.01(b) hereof), Eagle Research Technologies, Inc. shall be merged with and into Eagle Research Laboratories, Inc. (the "Merger") in accordance with Chapter 607 of the Act and Subchapter IX of the DEGCL, and the separate corporate existence of Eagle Research Technologies, Inc. shall cease and Eagle Research Laboratories, Inc. shall continue as the surviving corporation under the laws of the State of Delaware under the name Eagle Research Laboratories, Inc. (the "Surviving Corporation").

(b) The Surviving Corporation shall file a duly executed Certificate of Merger with the Secretary of State of the State of Delaware. Eagle Research Technologies, Inc. shall file duly executed Articles of Merger with the Florida Department of State. The "Effective Time" of the Merger shall be the later of (i) the date and time of acceptance for filing with the Secretary of State of the State of Delaware of said Certificate of Merger, and (ii) the date and time of acceptance for filing with the Florida Department of State of said Articles of Merger.

(c) At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, powers and franchises, both of a public and private nature, of each of the Constituent Companies, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Companies; and all of the rights, privileges, powers and franchises of each of the Constituent Companies, and all property (real, personal and mixed), and all debts due to either of the Constituent Companies on whatever account, for stock subscriptions as well as all other things in action or belonging to each of the Constituent Companies, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be the property of the Surviving Corporation as they were of the several and respective Constituent Companies; but all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Companies 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 the Surviving Corporation.

1.02 Conversion of Stock. Immediately at the Effective Time, each of the issued and outstanding shares of common stock of Eagle Research Technologies, Inc. shall be converted into One Hundred (100) fully paid and non-assessable shares of common stock of the Surviving Corporation pursuant to the Merger.

1.03 Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of Eagle Research Laboratories, Inc. in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until otherwise amended or repealed.

1.04 Bylaws of the Surviving Corporation. The Bylaws of Eagle Research Laboratories, Inc. in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until otherwise amended or repealed.

1.05 Directors and Officers of the Surviving Corporation. The director(s) of Eagle Research Laboratories, Inc. in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall serve as the director(s) of the Surviving Corporation from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation. The officers of Eagle Research Laboratories, Inc. in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall serve as the officers of the Surviving Corporation from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation.

1.06 Tax Treatment of the Merger. It is intended by the parties hereto that the Merger shall constitute a reorganization of Eagle Research Laboratories, Inc. and Eagle Research Technologies, Inc. within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

## ARTICLE II EXCHANGE OF STOCK FOR CERTIFICATES OF SHARES

At the Effective Time, pursuant to the Merger, each holder of shares of common stock of Eagle Research Technologies, Inc. shall automatically become a holder of 100 shares of common stock of the Surviving Corporation for each share of common stock of Eagle Research Laboratories Inc. held prior to the Merger. Following the Effective Time, each current Eagle Research Technologies, Inc. shareholder shall surrender its existing Eagle Research Technologies, Inc. stock certificates and shall receive certificates evidencing that number of shares of common stock of the Surviving Corporation issuable pursuant to the Merger, except as otherwise provided herein.

## ARTICLE III MISCELLANEOUS

3.01 Fees and Expenses. Whether or not the Merger is consummated, Eagle Research Technologies, Inc. shall pay the costs and expenses incident to the preparation of this Agreement, the consummation of the Merger, and the performance of and compliance with all of the agreements and conditions contained herein.

3.02 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight delivery service or by certified or registered mail with postage prepaid (return receipt requested), or sent by telecopier, to the parties at the following addresses (or at such other address of a party as shall be specified by like notice) as follows:

- (a) if to Eagle Research Laboratories, Inc., at:

Eagle Research Laboratories, Inc.  
1575 Aviation Center Parkway-Suite 512  
Daytona Beach, FL 32114

- (b) if to Eagle Research Technologies, Inc., at:

Eagle Research Technologies, Inc.  
1575 Aviation Center Parkway-Suite 512  
Daytona Beach, FL 32114



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3.03 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

3.04 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement of the Boards of Directors of Eagle Research Laboratories, Inc. and Eagle Research Technologies, Inc. (or by their respective officers authorized by such Boards) at any time prior to the closing date with respect to any of the terms contained herein.

3.05 Section Headings. The Section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

3.06 Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws principles or rules thereof.

3.07 Integration. This Agreement sets forth and is intended to be an integration of all of the promises, agreements, conditions, understandings, covenants, warranties and representations among the parties with respect to the Merger and there are no promises, agreements, conditions, understandings, covenants, warranties or representations, oral or written, express or implied, among the parties with respect to the transactions contemplated other than as set forth herein. Any and all prior agreements among the parties with respect to the Merger are hereby revoked.

IN WITNESS WHEREOF, the parties hereto have executed this Merger Agreement effective as of the date first hereinabove written.

EAGLE RESEARCH LABORATORIES, INC

By: James Blanchard

James Blanchard, President and  
Duly Authorized Representative

EAGLE RESEARCH TECHNOLOGIES, INC.

By: James Blanchard

James Blanchard, President and  
Duly Authorized Representative