

V59109

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Mr. Sowers, authorized by  
phone to add the word  
Plan in front of Agreement.

T. Lewis 3/21/05

Office Use Only



800047719478

03/14/05--01054--024 \*\*70.00

Meyer  
T. Lewis

SEC. TOLSON  
FBI/DOJ  
WASHINGTON, DC

05 MAR 14 PM 3:03

FILED



ATTORNEYS  
AT LAW

Robinson, Jampol, Schleicher & Jacobs, LLP

11625 Rainwater Drive  
Suite 350  
Alpharetta, Georgia 30004  
Telephone: 770.667.1290  
Facsimile: 770.667.1690  
www.robllaw.com

March 9, 2005

**VIA U.S. MAIL**

Florida Department of State  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Merger of New Age Industries, Inc. and A.G.E. Industries, Inc.

Dear Sir or Madam:

Enclosed herewith are the following documents in connection with the merger of the above-referenced corporations:

1. An original copy of the Articles of Merger;
2. A copy of the Agreement of Merger; and
3. A check made payable to the "Department of State" in the amount of \$70.

At your earliest convenience, please provide me with a letter confirming that the enclosed documents have been accepted by your office for filing. Your cooperation in this matter is greatly appreciated.

Very truly yours,

Thomas E. Sowers

TES/se  
Enclosures

## **ARTICLES OF MERGER**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act (the "Act"), pursuant to Section 607.1105 of the Act:

### **ARTICLE I**

The name and jurisdiction of the surviving corporation is:

New Age Industries, Inc., a Georgia corporation

### **ARTICLE II**

The name and jurisdiction of the merging corporation is:

A.G.E. Industries, Inc., a Florida corporation

### **ARTICLE III**

The Agreement of Merger is attached.

### **ARTICLE IV**

The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

### **ARTICLE V**

The Agreement of Merger was adopted by the shareholders of the surviving corporation on March 7, 2005.

### **ARTICLE VI**

The Agreement of Merger was adopted by the shareholders of the merging corporation on March 7, 2005.

**[Signatures on Following Page]**

FILED  
05 MAR 14 PM 3:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**IN WITNESS WHEREOF**, the undersigned has executed these Articles of Merger as of this  
7th day of March, 2005.

**NEW AGE INDUSTRIES, INC.**  
a Georgia corporation

By: Andrea Goldberg  
Andrea Goldberg, President

**A.G.E. INDUSTRIES, INC.**  
a Florida corporation

By: Andrea Goldberg  
Andrea Goldberg, President

**PLAN/AGREEMENT OF MERGER**  
**A.G.E. INDUSTRIES, INC., A FLORIDA CORPORATION**  
**WITH AND INTO**  
**NEW AGE INDUSTRIES, INC., A GEORGIA CORPORATION**

THIS AGREEMENT OF MERGER of A.G.E. Industries, Inc., a Florida corporation ("A.G.E."), with and into New Age Industries, Inc., a Georgia corporation ("New Age"), is made and entered into this 7th day of March, 2005 (the "Agreement of Merger"), pursuant to Section 14-2-1107 of the Georgia Business Corporation Code (the "Georgia Code") and Section 607.1107 of the Florida Corporations Code (the "Florida Code"). A.G.E. and New Age are hereinafter sometimes collectively referred to as the "Merging Corporations."

**W I T N E S S E T H:**

WHEREAS, the respective Boards of Directors of the Merging Corporations deem it advisable and for the benefit of each of the Merging Corporations and their shareholders that A.G.E. merge with and into New Age pursuant to the terms and conditions of this Agreement of Merger and in accordance with the applicable laws of the State of Georgia and the State of Florida (the "Merger"); and

WHEREAS, the respective Boards of Directors of the Merging Corporations have approved this Agreement of Merger and the Merger contemplated herein by unanimous written consent pursuant to the Georgia Code and the Florida Code;

NOW, THEREFORE, the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as follows:

1.

A Certificate of Merger and any other applicable documents shall be filed with the Georgia Secretary of State and the Florida Department of State in the manner required by the applicable provisions of the Georgia Code and the Florida Code. The Merger herein shall be effective immediately upon filing of a Certificate of Merger and any other applicable documents with the Georgia Secretary of State (the "Effective Date"). On the Effective Date, A.G.E. shall be merged with and into New Age, the corporate existence of New Age shall be continued (the "Surviving Corporation"), and thereafter, the individual existence of A.G.E. shall cease.

2.

The directors and officers of New Age shall continue in office until they resign or until their successors are elected and qualified.

3.

From and after the Effective Date, the Articles of Incorporation of A.G.E. shall be deemed repealed, and New Age, as the surviving corporation of the Merger, shall continue to be governed by its existing Articles of Incorporation under the laws of the State of Georgia until such Articles of Incorporation are altered, amended, or repealed as provided by law.

4.

From and after the Effective Date, the Bylaws of A.G.E. shall be deemed repealed, and the Bylaws of New Age, as the surviving corporation of the Merger, shall continue in effect until the same shall be altered, amended, or repealed as therein provided or as provided by law.

5.

The manner of converting or otherwise dealing with the shares of the Merging Corporations is as follows:

(a) Upon the Effective Date of the Merger:

(i) All of the issued and outstanding shares of the common stock of A.G.E. shall be converted into one share of common stock, \$0.10 par value, of the Surviving Corporation.

(ii) All of the issued and outstanding shares of the common stock of New Age shall continue to represent the same number of outstanding shares of the Surviving Corporation as represented immediately prior to the Merger.

(b) From and after the Effective Date, each holder of any of the shares of A.G.E. to be canceled as above provided shall surrender the same to New Age. Irrespective of whether so surrendered, however, each outstanding certificate for shares of A.G.E. shall be deemed to be canceled and shall be of no further force or effect. No dividends payable on common stock of New Age as of any date subsequent to the Effective Date shall be paid to the record holders of such outstanding certificates, but upon the surrender of such outstanding certificates, any dividends theretofore declared but not paid with respect to such shares of common stock of A.G.E. shall be paid to such holder.

6.

Upon the Effective Date, the separate existence of A.G.E. shall cease, and New Age shall possess all of the rights, privileges, immunities, powers and franchises, of both of the Merging Corporations; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each of such corporations shall be taken and deemed to be transferred to and vested in New

Age as the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in the Merging Corporations shall not revert or be in any way impaired by reason of this Merger; and New Age shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of both of the Merging Corporations; and any claim existing or action or proceeding, civil or criminal, pending by or against either of said Merging Corporations may be prosecuted as if such Merger had not taken place, or New Age may be substituted in its place, and any judgment rendered against any of such corporations may thenceforth be enforced against New Age as the Surviving Corporation; and neither the rights of creditors nor any liens upon the property of the Merging Corporations shall be impaired by such Merger.

7.

Upon the Merger becoming effective, unless otherwise recommended by New Age's accountant, the assets and liabilities of both of the Merging Corporations shall be recorded on the books of New Age at the amounts at which they are carried on the books of A.G.E. or New Age immediately prior to the Merger, respectively; and the earned surplus of New Age shall be the combined earned surplus of A.G.E. and New Age, and there shall be made such other appropriate entries consistent with generally accepted accounting principles as may be required.

8.

If at any time New Age shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in New Age, according to the terms hereof, the title to any property or rights of A.G.E., the proper officers and directors of A.G.E. shall and will execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in New Age, and otherwise, to carry out the purposes of this Agreement of Merger.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the Merging Corporations have caused this Agreement of Merger to be executed on their behalves all on the day and year first above written.

**"A.G.E."**

A.G.E. Industries, Inc., a Florida corporation

By:   


**"NEW AGE"**

New Age Industries, Inc., a Georgia corporation

By:   
