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MERGER OR SHARE EXCHANGE

CRITICAL SOLUTIONS, INC.

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**ARTICLES OF MERGER**  
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Critical Solutions, Inc.	Delaware	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Critical Power Solutions International, Inc.	Florida	

Third: The Plan of Merger is attached.

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

OR      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 1/23/08

The Plan of Merger was adopted by the board of directors of the surviving corporation on 1/23/08 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 1/23/08

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 1/23/08 and shareholder approval was not required.

(Attach additional sheets if necessary)

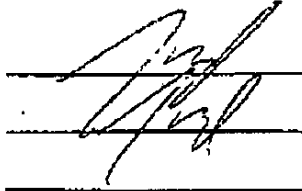
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Critical Solutions, Inc.



James W. Margulies, Director

Critical Power Solutions International, Inc.

James W. Margulies, Director

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## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** dated as of 1/23, 2008 (this "Agreement") is made and entered into by and among Critical Power Solutions International, Inc., a Florida corporation ("Critical Power"), and Critical Solutions, Inc., a Delaware corporation ("Critical Solutions") (Critical Power and Critical Solutions are sometimes referred to collectively in this Agreement as the "Constituent Corporations").

### WITNESSETH:

**WHEREAS**, Critical Power and Critical Solutions desire to effect a merger of Critical Power with and into Critical Solutions pursuant to the provisions of the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA");

**WHEREAS**, the Board of Directors of each of Critical Power and Critical Solutions have deemed it advisable and in the best interests of each organization that Critical Power merge with and into Critical Solutions upon the terms and subject to the conditions herein provided; and

**WHEREAS**, the Board of Directors of each of Critical Power and Critical Solutions has, by resolution duly adopted, approved this Agreement and directed that it be executed by the undersigned officers.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties agree that Critical Power shall be merged with and into Critical Solutions and that the terms and conditions of the merger, the mode of carrying the merger into effect and certain other provisions relating thereto shall be as hereinafter set forth.

### ARTICLE I

#### The Merger

1.1 Surviving Corporation. Subject to the terms and provisions of this Agreement, and in accordance with the DGCL and the FBCA, at the Effective Time (as defined in Section 1.3 hereof), Critical Power shall be merged with and into Critical Solutions (the "Merger"). Critical Solutions shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") of the Merger and shall continue its corporate existence under the laws of the State of Delaware. At the Effective Time:

- (a) the separate corporate existence of Critical Power shall cease;

(b) the Surviving Corporation shall hereupon and thereafter possess all the rights, privileges, powers and franchises of a private nature, and be subject to all the liabilities and duties of Critical Power; and all and singular, the rights, privileges, powers and franchises thereof, and all property, real, personal and mixed, and all debts due to Critical Power on whatever account, as well for stock subscriptions as all other things in action or belonging to Critical Power, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Critical Power; but all rights of creditors and all liens upon any property of Critical Power shall be preserved unimpaired, and all debts, liabilities and duties of Critical Power shall 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 it;

(c) all corporate acts, plans, policies, contracts, approvals and authorizations of Critical Power, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Critical Power. The employees of Critical Power shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of Critical Power;

(d) the assets, liabilities, reserves and accounts of Critical Power shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of the Surviving Corporation subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger; and

(e) at the Effective Time, the Board of Directors, and the members thereof, and the officers of the Critical Power shall be the Board of Directors, and the members thereof, and the officers of the Surviving Corporation.

1.2 Effect of the Merger. At the Effective Time, the Merger shall have the effects provided for herein and in the relevant provisions of the DGCL and the FBCA.

1.3 Effective Time. The Merger shall become effective on the date and at the time at which the filing of each of the Certificate of Merger in the State of Delaware and the Certificate of Merger in the State of Florida shall have occurred in the manner required to cause the Merger to become effective under the applicable provisions of the DGCL and the FBCA (the "Effective Time").

1.4 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record

or otherwise, in the Surviving Corporation, title to and possession of any property or right of Critical Power acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purpose of this Agreement, Critical Power and their proper officers shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of Critical Power or otherwise to take any and all such action.

## ARTICLE II

### Treatment of Shares of the Constituent Corporations

2.1 Critical Solutions Shares. Critical Solutions has 250,000,000 shares authorized, all of which are of one class and are shares of common stock, of which 1 Share is currently issued and outstanding.

2.2 Critical Power Shares. Critical Power has 200,000,000 shares authorized, all of which are of one class and are common shares, all of which are currently issued and outstanding ("CP Stock").

2.3 Conversion of Shares. Upon the Effective Time of the Merger herein provided for, and without any action on the part of any holder of any capital stock of Critical Power or the Surviving Corporation:

(a) the issued share of Critical Solutions shall be surrendered and extinguished;

(b) each share of the CP Stock outstanding at the Effective Time of the Merger shall be converted into one fully paid and nonassessable share of the Common Stock of the Surviving Corporation without any action on the part of the holder thereof. After the Effective Time of the Merger, each holder of an outstanding certificate which prior thereto represented shares of CP Stock shall be entitled, upon surrender thereof to the Surviving Corporation or to any transfer agent therefor, to receive in exchange therefor a certificate or certificates representing the number of whole shares of the Common Stock of the Surviving Corporation into which the shares of CP Stock so surrendered shall have been converted as aforesaid. Until surrendered, each such outstanding certificate which, prior to the Effective Time of the Merger, represented shares of CP Stock shall for all purposes evidence the ownership of the shares of the Common Stock of the Surviving Corporation into which such shares shall have been so converted.

(c) all shares of the Common Stock of the Surviving Corporation into which outstanding shares of CP Stock shall have been converted pursuant to this

Paragraph 2.3 shall be issued in full satisfaction of all rights pertaining to such converted shares.

(d) any share of CP Stock held in the treasury of Critical Power immediately prior to the Effective Time of the Merger will, by virtue of the Merger, cease to be issued and shall be canceled and retired without payment of any consideration therefore.

(d) no fraction of a share of the Common Stock of the Surviving Corporation shall be issued, but in lieu thereof each holder of shares of CP Stock who would otherwise be entitled to a fraction of a share shall receive cash from the Surviving Corporation in the amount equal to such fractional share.

### ARTICLE III

#### Approval; Amendment; Termination

3.1 Approval. This Agreement shall be submitted to the directors of each of Critical Solutions and Critical Power for approval by each of them.

3.2 Amendment. This Agreement may be amended only by the board of directors of each of Critical Solutions and Critical Power by a writing executed by each of the parties hereto; provided, however, that after the approval contemplated by Section 3.1 hereof, there shall be no amendments that (a) alter or change any term of the articles of incorporation of the Surviving Corporation, except for alterations or changes that could otherwise be adopted by the Board of Directors of the Surviving Corporation; or (b) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of stock of Critical Solutions or Critical Power.

3.3 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of each of Critical Solutions or Critical Power, notwithstanding approval of this Agreement by the holders of shares of each of Critical Solutions or Critical Power.

3.4 Effect of Termination. If this Agreement is terminated pursuant to Section 3.3 hereof, this Agreement shall become null and void and of no further force and effect, and all obligations of the parties hereto shall terminate and there shall be no liability or obligation of any party hereto or its representatives.

ARTICLE IV.

Miscellaneous

4.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

4.2 Statutory Agent in Delaware. The name and address of the statutory agent in Delaware upon whom any process, notice or demand against Critical Power or the Surviving Corporation may be served is:

Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808

4.3 Statutory Agent in Florida. The name and address of the statutory agent in Florida upon whom any process, notice or demand against Critical Power or the Surviving Corporation may be served is:

Corporation Service Company  
1201 Hays Street  
Tallahassee, Florida 32301

4.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

4.5 Waivers. Any waiver by any party of any violation of, breach of, or default under, any provision of this Agreement, or any other agreements provided for herein, by any other party shall not be construed as, or constitute a continuing waiver of such provision, or waiver of any other violation of, breach of, or default under, any other provision of this Agreement or such other agreements.

4.6 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and attested hereto by its duly authorized officers as of the day and year first above written.

Attest:

**CRITICAL POWER SOLUTIONS  
INTERNATIONAL, INC.,  
(a Florida corporation)**

By: J. K. Lieber  
Name: J. K. LIEBER  
Title: ATTORNEY

By: [Signature]  
Name: JAMES W. HARRIS  
Title: CEO

Attest:

**CRITICAL SOLUTIONS, INC.,  
(a Delaware corporation)**

By: J. K. Lieber  
Name: J. K. LIEBER  
Title: ATTORNEY

By: [Signature]  
Name: JAMES W. HARRIS  
Title: CEO