

CT CORPORATION SYSTEM

329683

FILED
01 FEB -2 PM 3:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Mixson Corporation with and into: Speed Release Lock Company

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-02/02/01--01100--005
*****70.00 *****70.00

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|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

2/2/01

M.S.

Order#: 3537046

Ref#: _____

Amount: \$ _____

RECEIVED
01 FEB -2 PM 2:06
DEPARTMENT OF STATE
DIVISION OF CORPORATE AND
TALLAHASSEE, FLORIDA

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

U. COULLETTE FEB 06 2001

ARTICLES OF MERGER
Merger Sheet

MERGING:

MIXSON CORP., a Florida corporation, 329683

INTO

SPEED RELEASE LOCK COMPANY, a Delaware corporation not qualified in
Florida.

File date: February 2, 2001

Corporate Specialist: Cheryl Coulliette



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

February 2, 2001

C T CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: MIXSON CORP.
Ref. Number: 329683

We have received your document for MIXSON CORP. and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The current name of the entity is as referenced above. Please correct your document accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6903.

To: Cheryl Coulliette
Document Specialist

Letter Number: 901A00006607

From: This needs to be back-dated to February 2, 2001

Thanks,
M.S.

RECEIVED
FEB -5 PM 3:31
FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
MIXSON CORP.
(a Florida corporation)
WITH AND INTO
SPEED RELEASE LOCK COMPANY
(a Delaware corporation)

FILED
01 FEB - 2 PM 3: 20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act ("FBCA") and Section 252 of the Delaware General Corporation Law ("DGCL"), **MIXSON CORP.**, a Florida corporation, and **SPEED RELEASE LOCK COMPANY**, a Delaware corporation, hereby adopt the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of Section 607.1109 of the FBCA and Section 252 of the DGCL.

1. The Plan of Merger ("Plan of Merger") providing for the merger of Mixson Corp. with and into Speed Release Lock Company and resulting in Speed Release Lock Company being the surviving entity (the "Surviving Entity") is attached hereto as Exhibit A.
2. The Plan of Merger was approved and adopted by the shareholders of Mixson Corp. on December 1, 2000.
3. The Plan of Merger was approved and adopted by the shareholders of the Surviving Entity on December 15, 2000.
4. The address of the principal office of the Surviving Entity in the State of Delaware is: c/o Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, 19801.
5. The Surviving Entity has appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Mixson Corp.
6. The Surviving Entity has agreed to promptly pay to the dissenting shareholders of Mixson Corporation the amount, if any, to which they are entitled under Section 607.1302 of the FBCA.

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Dated: 1-29, 2001

SPEED RELEASE LOCK COMPANY

By: 
Steve Bedowitz, its President

MIXSON CORP.

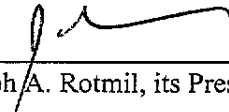
By: 
Joseph A. Rotmil, its President

EXHIBIT A

PLAN OF MERGER
of
MIXSON CORP.
with and into
SPEED RELEASE LOCK COMPANY

This Plan of Merger (this "Plan") summarizes the provisions governing the merger of Mixson Corp. with and into Speed Release Lock Company under the Agreement entered into as of November __, 2000 among Speed Release Lock Company, a Delaware corporation ("Speed Release"), Mixson Corp., a Florida corporation ("Mixson"), and PPCT Products, LLC, a Florida limited liability company ("PPCT").

1. Effective Time of Merger. Pursuant to the Florida Business Corporation Act, Mixson will be merged with and into Speed Release (the "Merger"), and Speed Release will be the surviving corporation (the "Surviving Corporation") of the Merger. The Merger will be effective (the "Effective Time") at the time of the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

2. Conversion of Securities.

(a) Conversion of Shares. At the Effective Time, each share of Mixson Common Stock, \$2.50 par value per share ("Mixson Common Stock"), issued and outstanding immediately prior to the Effective Time, will, by virtue of the Merger and without any action on the part of the holders thereof, be converted into 35,111.29 fully paid and nonassessable shares of Speed Release Common Stock, par value \$0.001 per share ("Speed Release Common Stock"). No fractional shares of Speed Release Common Stock will be issued in connection with the Merger. In lieu thereof, Speed Release will pay to holders, in respect of any fractional shares of Speed Release Common Stock, an amount of cash equal to \$2.50 multiplied by the fraction of a share of Speed Release Common Stock to which such holder would otherwise be entitled.

(b) No Change to Outstanding Speed Release Stock. Each share of Speed Release Common Stock outstanding immediately prior to the Effective Time shall remain outstanding and shall represent one share of common stock of the Surviving Corporation.

(c) Mixson Common Stock. As a result of the Merger and without any action on the part of the holders thereof, all shares of Mixson Common Stock shall cease to be outstanding and shall be canceled and retired and shall cease to exist.

(d) Mixson Common Stock in Treasury. Each share of Mixson Common Stock issued and held in Mixson's treasury at the Effective Time shall, by virtue of the Merger, cease to be outstanding and shall be canceled and retired without payment of any consideration therefore.

3. Agreement. Speed Release, Mixson and PPCT are parties to that certain Agreement dated as of November 30, 2000 (the "Agreement"). The Agreement and this Plan are intended to be construed together in order to effectuate their purposes.

4. Further Assurances. After the Effective Time, Speed Release, Mixson and PPCT shall execute and deliver such instruments, documents, conveyances and assurances and take such other actions as shall be necessary or desirable to confirm and assume the rights and obligations provided herein and carry out the purposes of this Plan.

5. Certificate of Incorporation: Bylaws. Upon the Effective Time, the certificate of incorporation and bylaws of Speed Release shall be the certificate of incorporation and bylaws of the Surviving Corporation by virtue of the Merger, except that the name of the Surviving Corporation shall change to Mixson Corporation.

6. Termination. This Plan may be terminated and the proposed Merger abandoned at any time prior to the Effective Time by either Mixson or Speed Release as provided in the Agreement or by their mutual consent.

7. Assignment. None of the parties may assign any of its rights or obligations hereunder without the prior written consent of the other parties. This Plan will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

8. Governing Law. The laws of the State of Texas (without regard to the laws that might otherwise govern under applicable principles of conflict of laws) will govern the Plan.