

833525

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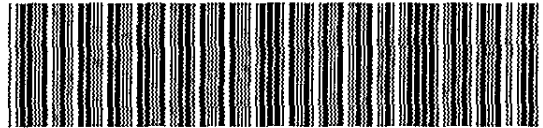
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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2003 DEC 22 AM 10:09

EFFECTIVE DATE
12-31-03

merger
LPS
1-5-04

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: G-A-I CONSULTANTS, INC.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

ERIC R. JAHN
(Name of person)

MARKOVITZ & GERMINARO
(Name of firm/company)

1001 EAST ENTRY DRIVE, SUITE 201
(Address)

PITTSBURGH, PA 15216
(City/state and zip code)

For further information concerning this matter, please call:

ERIC R. JAHN at (412) 571-0601
(Name of person) (Area code & daytime telephone number)

Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
(Profit Corporations)

2003 DEC 22 AM 10:07
EFFECTIVE DATE
12-31-03

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>G-A-I CONSULTANTS, INC.</u>	<u>PENNSYLVANIA</u>	<u>833525</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>GAI CONSULTANTS-SOUTEAST, INC.</u>	<u>FLORIDA</u>	<u>G03354</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 12/ 31 / 03 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 12/17/2003

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 12/17/2003

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

(Attach additional sheets if necessary)

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
G-AI CONSULTANTS, INC.	PENNSYLVANIA

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
GAI CONSULTANTS-SOUTHEAST, INC.	FLORIDA
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

SEE ATTACHED AGREEMENT AND JOINT PLAN OF MERGER

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE ATTACHED AGREEMENT AND JOINT PLAN OF MERGER

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

SEE ATTACHED AGREEMENT AND JOINT PLAN OF MERGER

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

SEE ATTACHED AGREEMENT AND JOINT PLAN OF MERGER

AGREEMENT AND JOINT PLAN OF MERGER

THIS AGREEMENT AND JOINT PLAN OF MERGER (the "Agreement") is made as of this 17th day of DECEMBER, 2003 by and between G-A-I CONSULTANTS, INC., a Pennsylvania corporation, ("GAI") and GAI CONSULTANTS-SOUTHEAST, INC., a Florida corporation, ("GAI-SE").

WITNESSETH:

WHEREAS, GAI is a corporation duly organized and existing in good standing under the laws of the State of Pennsylvania, with its principal office located at 570 Beatty Road, Monroeville, Pennsylvania 15146; and

WHEREAS, GAI has Two Million (2,000,000) authorized shares of common stock \$1.00 par value per share ("GAI Stock") of which, as of the date hereof (i) 2,150 shares of GAI Stock are issued and held by GAI as treasury stock, (ii) 113,131 shares of GAI Stock are issued and outstanding; and

WHEREAS, GAI is wholly owned by Affiliated GAI Companies, Inc.;
and

WHEREAS, GAI-SE is a corporation duly organized and presently subsisting under the laws of the State of Florida, with its principal office located at 618 East South Street, Orlando, Florida 32801; and

WHEREAS, GAI-SE has Two Hundred Thousand (200,000) authorized shares of common stock, \$1.00 par value per share ("GAI-SE Stock") of which, as of the date hereof (i) 12,780 shares of GAI-SE Stock are issued and held by GAI-SE as treasury stock and (ii) 136,964 shares of GAI-SE Stock are issued and outstanding; and

WHEREAS, GAI-SE is wholly owned by Affiliated GAI Companies, Inc.;
and

WHEREAS, the Pennsylvania Consolidated Statutes, as amended (the "PaCS"), permits the merger of a foreign business corporation with and into a domestic business corporation; and

WHEREAS, the Board of Directors of Affiliated GAI Companies, Inc., the parent company of both GAI and GAI-SE, and the Board of Directors of each of GAI and GAI-SE (i) has determined that this Agreement and the transactions contemplated hereby are consistent with, and in furtherance of, its respective business strategies and (ii) has approved or consented to this Agreement and the plan of merger contemplated herein providing for the merger of GAI-SE with and

into GAI in accordance with the applicable provisions of 15 Pa Cons. Stat. §1921 and Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the resolutions of the Board of Directors of Affiliated GAI Companies, Inc. approving the merger of GAI-SE into GAI, are attached hereto and incorporated into this document, and as Affiliated GAI Companies, Inc. is the parent company of both GAI-SE and GAI.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree that GAI-SE shall be merged with and into GAI pursuant to the laws of the State of Pennsylvania, and do further agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect as follows:

ARTICLE I
Adoption of Plan of Merger: Surviving Corporation

A plan of merger of GAI and GAI-SE pursuant to the provisions of 15 Pa. Cons. Stat. §1921 and Section 368(a)(1)(A) of the Code is adopted as set forth in this Agreement. GAI-SE shall be merged with and into GAI, and GAI shall be the corporation surviving after the merger, to exist and be governed by Chapter 19 of the Pa Cons. Stat. Subchapter C. GAI shall have its principal office located at 570 Beatty Road, Monroeville, Pennsylvania 15146.

ARTICLE II
Articles of Incorporation

From and after the Effective Date of this merger (as defined in Section 5.1), the Articles of Incorporation of GAI as in existence on the Effective Date of the Merger shall remain and be the Articles of Incorporation of the surviving corporation until the same shall be altered, amended, or repealed according to the provisions thereof or of the Bylaws of the surviving corporation, and in the manner permitted by law.

ARTICLE III
By-Laws

From and after the Effective Date of this merger, the By-Laws of GAI as in effect on the Effective Date of the merger shall remain and be the By-Laws of

the surviving corporation until the same shall be altered, amended or repealed according to the provisions thereof and in the manner permitted by law.

ARTICLE IV
Conversion and Issuance of Stock

The manner and basis of converting the issued and outstanding shares of the capital stock of GAI-SE into shares of GAI shall be as follows:

4.1 Each outstanding share of GAI-SE Stock will be exchanged for one share of GAI Stock upon the Effective Date.

4.2 The shares of GAI-SE shall be cancelled upon the Effective Date of the merger.

4.3 As of the Effective Date of the merger, holders of GAI-SE capital stock shall cease to be, and shall have no rights as, shareholders of GAI-SE, other than to receive the GAI Common Stock as provided under this Article.

ARTICLE V
Terms and Conditions

5.1 This merger shall become effective at 11:59 p.m. on December 31, 2003.

5.2 Upon the Effective Date of this merger, the separate existence of GAI-SE shall cease, and GAI-SE shall be merged with and into GAI, the surviving corporation, which, without further action or other transfer, shall succeed to and possess all of the rights, privileges, powers, property (real, personal and mixed), franchises and licenses of a public as well as of a private nature, and shall be subject to all liabilities, restrictions, and duties of GAI-SE, including, without limitation, the rights, privileges, powers, property, franchises, licenses, liabilities, restrictions and duties of GAI-SE. All or in singular, the rights, privileges, powers, property (real, personal and mixed), franchises and licenses of GAI-SE and any and all property wheresoever located, and any and all debts due to GAI-SE on whatever account shall be deemed to be vested in GAI without further act or deed. All rights of creditors and all liens upon any property of GAI-SE shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the Effective Date of the merger, and all debts, liabilities, obligations and duties of GAI-SE shall attach to GAI, which debts, liabilities, obligations and duties GAI assumes and agrees to pay, and which may be enforced against GAI to the same extent as if such debts, liabilities, obligations and duties had been initially incurred or contracted by GAI.

5.3 Upon the Effective Date of the merger, GAI will carry on business with the assets of GAI-SE as well as with the assets of GAI. All other merger effects specified in 15 PaCS Section 1929 shall result from the consummation of the merger.

5.4 Upon the Effective Date of the merger, the assets and liabilities of GAI-SE shall be reflected on the books of GAI in the amounts at which they are carried on the books of GAI-SE as of the Effective Date.

5.5 Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by action of the Board of Directors of either GAI or GAI-SE at any time prior to the Effective Date of the merger, whether before or after submission to their respective shareholders, to the extent required, or upon the failure to obtain the requisite vote of shareholders of GAI or GAI-SE.

5.6 This Agreement shall be submitted promptly for the approval of the shareholders of each of GAI and GAI-SE in the manner prescribed by 15 PaCS Section 1924.

5.7 Upon the terms and subject to the conditions contained in this Agreement, each of the parties agrees to use its best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective at the earliest practicable date the merger contemplated by this Agreement, and shall use its best efforts to obtain promptly all waivers, permits, consents and approvals and to effect all registrations, filings and notices with or to third parties or governmental or public bodies or authorities which are necessary or desirable to the consummation of the merger, including, without limitation, registrations, filings or notices required for compliance with applicable registration and anti-fraud provisions of federal and state securities laws, if any.

ARTICLE VI

Representations and Warranties of GAI-SE

GAI-SE and the shareholders of GAI-SE warrant to GAI and its shareholders as follows as of the date hereof and as of the Effective Date of the merger, which representations and warranties shall survive the Closing:

6.1 Organization and Standing. GAI-SE is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. GAI-SE has the power and authority to carry on its business as now conducted. GAI-SE has no direct or indirect equity or ownership interest in any other business.

6.2 The Shares. The authorized equity securities of GAI-SE consist solely of Two Hundred Thousand (200,000) common shares of GAI-SE stock. As of the date hereof, 136,964 shares of GAI-SE are issued and outstanding and constitute the "GAI-SE Shares". There are no equity securities of GAI-SE other than the GAI-SE Stock. No legend or other reference to any purported lien or encumbrance appears upon any certificate representing the GAI-SE Shares. All of the GAI-SE Shares have been duly authorized and validly issued and are fully paid. There are no agreements relating to the issuance, sale, or transfer of the GAI-SE Shares. There are 12,780 shares of GAI-SE Stock held by GAI-SE in its treasury.

6.3 Power and Authority. GAI-SE has the corporate power and authority to execute, deliver and perform this Agreement and all other documents required to be executed and delivered by GAI-SE in connection with the transactions contemplated by this Agreement and to carry out its obligations hereunder and thereunder. The merger of GAI-SE into GAI has been approved by the Board of Directors of GAI-SE's parent company, Affiliated GAI Companies, Inc.

ARTICLE VII

Representations and Warranties of GAI

GAI and the shareholders of GAI warrant to GAI-SE and its shareholders as follows as of the date hereof and as of the Effective Date of the merger, which representations and warranties shall survive the closing:

7.1 Organization and Standing. GAI is a corporation validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. GAI has the corporate power and authority to carry on its business as now conducted. GAI has no direct or indirect equity or ownership interest in any other business.

7.2 The Shares. The authorized equity securities of GAI consist solely of Two Million (2,000,000) common shares of GAI stock. As of the date hereof, 113,131 shares of GAI Stock are issued and outstanding and constitute the "GAI Shares". There are no equity securities of GAI other than the GAI Stock. No legend or other reference to any purported lien or encumbrance appears upon any certificate representing the GAI Shares. All of the GAI Shares have been duly authorized and validly issued and are fully paid. There are no agreements relating to the issuance, sale, or transfer of the GAI Shares. All of the GAI Shares to be issued to the shareholders of GAI-SE pursuant to this Agreement shall be duly authorized and issued, free and clear of all liens and encumbrances. There are 2150 shares of GAI Stock held by GAI in its treasury.

7.3 Power and Authority. GAI has the corporate power and authority to execute, deliver and perform this Agreement and all other documents

required to be executed and delivered by GAI in connection with the transactions contemplated by this Agreement and to carry out its obligations hereunder and thereunder. The merger of GAI and GAI-SE has been approved by the Board of Directors of GAI's parent company, Affiliated GAI Companies, Inc.

ARTICLE VIII Termination

8.1 Termination. This Agreement may be terminated at any time on or prior to the Effective Date by the mutual consent of GAI and GAI-SE.

8.2 Effect of Termination. If the parties to this Agreement terminate this Agreement pursuant to Section 8.1, this Agreement shall become null and void (except for the provisions Section 11.2, hereof, which will survive any termination) without any liability of any party to the other.

ARTICLE IX Directors and Officers

9.1 Board of Directors. The present Board of Directors of GAI shall continue to serve as the Board of Directors following the effective date of the merger until the next annual meeting or until their successors have been elected or qualified.

9.2 Officers. All persons who at the Effective Date of the merger are executives or administrative officers of GAI shall remain as officers of GAI until the Board of Directors of GAI shall determine otherwise.

ARTICLE X Expenses

GAI shall bear all expenses of the merger, to the extent they are not paid by GAI-SE prior to the Effective Date of the merger, or to the extent otherwise required for this transaction to constitute a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

ARTICLE XI Miscellaneous

11.1 Survival of Representations, Warranties and Covenants. All representations, warranties, covenants, agreements, stipulations, certifications and

indemnities made by each party in this Agreement or in any schedule, certificate, document or list delivered by any such party pursuant hereto shall survive the merger, and notwithstanding any investigation conducted before or after the merger or the decision of any party to complete the merger, each party hereto shall be entitled to rely upon the representations and warranties of the other parties.

11.2 Confidentiality. The parties shall maintain the confidentiality of the terms and conditions of this Agreement. Announcements or similar publicity with respect to this Agreement or the transactions contemplated herein may be made at such time and in such manner as the parties may mutually agree.

11.3 Amendments. This Agreement may be amended only by a writing signed by each of the parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.

11.4 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.

11.5 Governing Law. This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by the construed and enforced in accordance with the laws of said Commonwealth.

11.6 Headings, Gender and Number. All titles and headings in this Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof. Words and phrases used herein shall be construed in the singular or plural number and as masculine, feminine or neuter genders according to context.

11.7 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity of enforceability of such provision in any other jurisdiction/

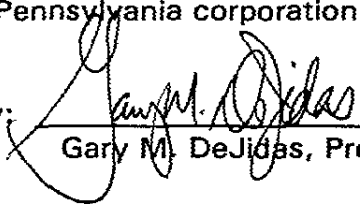
11.8 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF, this Agreement and Joint Plan of Merger has been duly authorized by the respective Boards of Directors of GAI-SE and GAI, and is signed and sealed by the duly authorized officers of each corporation as of the day and year first above written.

ATTEST:


Secretary

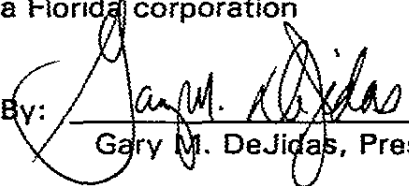
GAI Consultants, Inc.,
a Pennsylvania corporation

By: 
Gary M. DeJidas, President

ATTEST:


Secretary
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GAI Consultants-Southeast, Inc.
a Florida corporation

By: 
Gary M. DeJidas, President