

P27290

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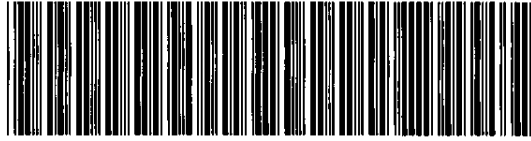
(Business Entity Name)

(Document Number)

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

C. Coulliette DEC 28 2006

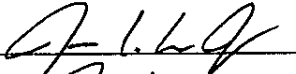
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

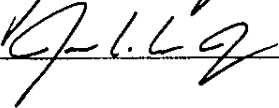
Typed or Printed Name of Individual & Title

MiTek Industries, Inc.



Joseph C. Carr, Jr. - Vice President

Robbins Engineering, Inc.



Joseph C. Carr, Jr. - Vice President

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

See attached Agreement and Plan of Merger.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") dated as of December 26, 2006, by and between MITEK INDUSTRIES, INC., a Missouri corporation (hereinafter referred to as "MiTek" or "Surviving Corporation"), and ROBBINS ENGINEERING, INC., a Florida corporation (hereinafter referred to as "REI"), is entered into pursuant to Chapter 351 of the Revised Missouri Statutes and Chapter 607 of the Florida Statutes. Each of MiTek and REI are sometimes referred to collectively herein as the "Constituent Entities".

ARTICLE I—PRINCIPAL TERMS

1.01 Parties. The names of the Constituent Entities and the states under the laws of which each of the Constituent Entities is incorporated are as follows:

<u>Name</u>	<u>State of Organization</u>
MiTek Industries, Inc.	Missouri
Robbins Engineering, Inc.	Florida

The name of the Surviving Corporation is MiTek Industries, Inc., with an address of 14515 North Outer Forty, Suite 300, Chesterfield, MO 63017-5746.

1.02 Merger. On the Effective Date, as defined in Paragraph 2.02 below, in accordance with and pursuant to the laws of the State of Missouri and the laws of the State of Florida, REI shall merge with and into MiTek. The separate existence of REI shall cease. MiTek shall survive the Merger as the Surviving Corporation; its existence shall continue unimpaired by the merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation incorporated under the laws of the State of Missouri.

1.03 Organizational Documents. The articles of incorporation and bylaws of MiTek on the Effective Date shall continue to be the articles of incorporation and bylaws of the Surviving Corporation.

1.04 Managers and Officers. The members of the Board of Directors and the officers of MiTek on the Effective Date shall continue as the Board of Directors and officers of the Surviving Corporation.

ARTICLE II—MODE OF CARRYING MERGER INTO EFFECT

2.01 Filing Articles of Merger. If adopted by the vote of the Board of Directors of MiTek and the Board of Directors of REI, as the case may be and as required by the laws of Missouri and Florida, Articles of Merger conforming to the requirements of the laws of Missouri and Florida shall be executed and filed pursuant thereto.

2.02 Effective Date. The effective date of the merger shall be the last of the date of filing the Articles of Merger with the Secretary of State of Florida and Missouri (the "Effective Date").

2.03 Vesting of Rights. When the merger becomes effective the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and shall possess and be vested with, all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Entities. All property of every description and every interest therein of all the Constituent Entities on whatever account shall thereafter be deemed to be held by or transferred to, as the case may be, and vested in, the Surviving Corporation.

2.04 Manner and Basis for Conversion. Upon the Effective Date, each outstanding share of common stock of REI shall be transferred for no consideration to MiTek Industries, Inc. and cancelled pursuant to Article 3 below.

2.06 Further Assurances. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, the last officers of REI shall execute and deliver on behalf and in the name of REI such deeds and other instruments and shall take or cause to be taken such further and other action as shall be necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property and interest, assets, rights, privileges, immunities, powers, franchises and authority of the Constituent Entities, and otherwise to carry out the purposes of this Agreement.

ARTICLE III—SHARES OF REI

Upon the Effective Date, each of the shareholders shall surrender certificates representing its shares of the common stock of REI and such certificates shall be cancelled on the books of REI and shall cease to exist.

ARTICLE IV—MISCELLANEOUS

4.01 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, are not intended to confer upon any other person any rights or remedies hereunder.

4.02 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an

acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

4.03 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law.

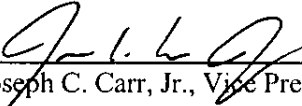
4.05 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

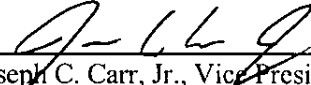
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IN WITNESS WHEREOF, the undersigned have entered into this Agreement and Plan of Merger as of this 26th day of December, 2006.

MITEK INDUSTRIES, INC.

ROBBINS ENGINEERING, INC.

By: 
Joseph C. Carr, Jr., Vice President

By: 
Joseph C. Carr, Jr., Vice President