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To: Division of Corporations
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Account Number : PCA000000023
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RE-SUBMIT

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date of submission 9/22/08

MERGER OR SHARE EXCHANGE**METECNO PANEL SYSTEMS, INC**

9/23/08

Certificate of Status	1
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Merge w/ Name Change
9/24/08



September 22, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

METECNO PANEL SYSTEMS, INC.
725 SUMMERHILL DRIVE
DELAND, FL 32724

SUBJECT: METECNO PANEL SYSTEMS, INC.
REF: 244215

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

PLEASE ADD "INC." TO THE CORPORATE NAME Benchmark Architectural Systems, Inc. IN THE ARTICLES OF MERGER.

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) 245-6906.

Darlene Connell
Regulatory Specialist II

FAX Aud. #: H08000219390
Letter Number: 708A00051068

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
<u>Metecno Panel Systems, Inc.</u>	<u>Florida</u>	<u>Florida File # 244215</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Benchmark Architectural Systems, Inc.</u>	<u>Delaware</u>	<u>DE File # 2762412</u>
<u>Metec Properties, Inc.</u>	<u>Nevada</u>	<u>NV File # C10049-1999</u>
<u>Metecno Building Systems, Inc.</u>	<u>Nevada</u>	<u>NV File # C1095-1999</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 9 / 23 / 08 (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 September 15, 2008.

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 September 15, 2008.

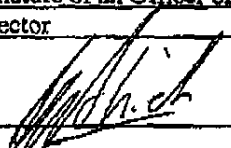
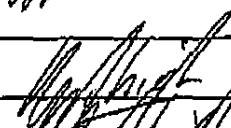
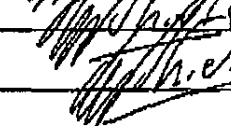
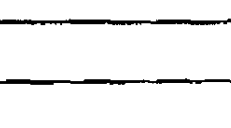
The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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TALLAHASSEE, FLORIDA

9-23-08

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Metecno Panel Systems, Inc.</u>		<u>Russell Shields, President</u>
<u>Benchmark Architectural</u>		
<u>Systems, Inc.</u>		<u>Russell Shields, President</u>
<u>Metec Properties, Inc.</u>		<u>Russell Shields, President</u>
<u>Metecno Building Systems, Inc.</u>		<u>Russell Shields, President</u>
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PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (this "Agreement") is entered into on this 15th day of September, 2008, between BENCHMARK ARCHITECTURAL SYSTEMS, INC., a Delaware corporation with a mailing address of 720 Marion Road, P.O. Box 7928, Columbus, OH 43207 and METECNO PANEL SYSTEMS, INC., a Florida corporation with a mailing address of 725 Summerhill Drive, Deland, FL 32724.

WHEREAS, Metecno Panel Systems, Inc. is the sole shareholder of Benchmark Architectural Systems, Inc.; and

WHEREAS, each of the parties hereto desire to effect a merger whereby Benchmark Architectural Systems, Inc. merges with and into Metecno Panel Systems, Inc.; and

WHEREAS, this Agreement is entered into in compliance with Section 607.1101 of the Florida Statutes and Section 252 of the Delaware General Corporation Laws;

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. On the Effective Date (as defined below) Benchmark Architectural Systems, Inc. ("Merged Corporation") will be merged with and into Metecno Panel Systems, Inc. ("Surviving Corporation"), which shall be the surviving corporation.

2. The Articles of Incorporation of the Surviving Corporation shall be amended as follows and such amendment shall become effective as of the Effective Date:

The name of the Surviving Corporation shall be:

Kingspan Insulated Panels Inc.

The existing Bylaws of the Surviving Corporation shall continue in full force and effect after the Effective Date. The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified in the manner provided in the Articles of Incorporation and the Bylaws of the Surviving Corporation or as otherwise provided by law.

3. The manner of converting the outstanding shares of the capital stock of the Merged Corporation into shares of the Surviving Corporation shall be as follows:

(a) Each share of common stock, \$1 par value, of the Surviving Corporation, which shall be issued and outstanding on the Effective Date, shall remain issued and outstanding.

(b) All of the outstanding shares of common stock, \$1 par value of the Merged Corporation which shall be outstanding on the Effective Date and all rights in respect thereto shall forthwith and without further action be cancelled.

(c) After the Effective Date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the Merged Corporation shall surrender the same to the Surviving Corporation.

4. The Effective Date of this merger shall be September 23, 2008.

5. As of the Effective Date: the separate existence of the Merged Corporation shall cease; the title to all real estate and other property, or any interest therein, owned by the Merged Corporation shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of the Merged Corporation; any claim existing or action or proceeding pending by or against the Merged Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the Merged Corporation; and neither the rights of creditors nor any liens upon the property of the Merged Corporation shall be impaired by such merger.

This Agreement is entered as of the date first written above.

BENCHMARK ARCHITECTURAL SYSTEMS,
INC.

By: _____

Russell Shields
Its President

METECNO PANEL SYSTEMS, INC.

By: _____

Russell Shields
Its President

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (this "Agreement") is entered into on this 15th day of September, 2008, between METEC PROPERTIES, INC., a Nevada corporation with a mailing address of P.O. Box 460, Ceres, CA 95307 and METECNO PANEL SYSTEMS, INC., a Florida corporation with a mailing address of 725 Summerhill Drive, Deland, FL 32724.

WHEREAS, each of the parties hereto desire to effect a merger whereby Metec Properties, Inc. merges with and into Metecno Panel Systems, Inc.; and

WHEREAS, this Agreement is entered into in compliance with Section 607.1101 of the Florida Statutes and in accordance with Section 92A.100 of the Nevada Private Corporations Law;

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. On the Effective Date (as defined below), Metec Properties, Inc. ("Merged Corporation") will be merged with and into Metecno Panel Systems, Inc. ("Surviving Corporation"), which shall be the surviving corporation.

2. The Articles of Incorporation of the Surviving Corporation shall be amended as follows and such amendment shall become effective as of the Effective Date:

The name of the Surviving Corporation shall be:

Kingspan Insulated Panels Inc.

The existing Bylaws of the Surviving Corporation shall continue in full force and effect after the Effective Date. The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified in the manner provided in the Articles of Incorporation and the Bylaws of the Surviving Corporation or as otherwise provided by law.

3. The manner of converting the outstanding shares of the capital stock of the Merged Corporation into shares of the Surviving Corporation shall be as follows:

(a) Each share of common stock, \$1 par value, of the Surviving Corporation, which shall be issued and outstanding on the Effective Date, shall remain issued and outstanding.

(b) All of the outstanding shares of common stock, \$1 par value of the Merged Corporation which shall be outstanding on the Effective Date, and all rights in respect thereto, shall forthwith and without further action be changed and converted into one hundred (100) shares of common stock of the Surviving Corporation.

(c) After the Effective Date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the Merged Corporation shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the Surviving Corporation on the basis provided herein. Until so surrendered, the outstanding shares of stock of the Merged Corporation to be converted into the stock of the Surviving Corporation as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place.

4. This Effective Date of this merger shall be September 23, 2008.

5. As of the Effective Date: the separate existence of the Merged Corporation shall cease; the title to all real estate and other property, or any interest therein, owned by the Merged Corporation shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of the Merged Corporation; any claim existing or action or proceeding pending by or against the Merged Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the Merged Corporation; and neither the rights of creditors nor any liens upon the property of the Merged Corporation shall be impaired by such merger.

This Agreement is entered as of the date first written above.

METEC PROPERTIES INC.

By: _____

Russell Shields

Its President

METECNO PANEL SYSTEMS, INC.

By: _____

Russell Shields

Its President

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (this "Agreement") is entered into on this 15th day of September, 2008, between METECNO BUILDING SYSTEMS, INC., a Nevada corporation with a mailing address of P.O. Box 460, Ceres, CA 95307 and METECNO PANEL SYSTEMS, INC., a Florida corporation with a mailing address of 725 Summerhill Drive, Deland, FL 32724.

WHEREAS, each of the parties hereto desire to effect a merger whereby Metecno Building Systems, Inc. merges with and into Metecno Panel Systems, Inc.; and

WHEREAS, this Agreement is entered into in compliance with Section 607.1101 of the Florida Statutes and in accordance with Section 92A.100 of the Nevada Private Corporations Law;

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. Metecno Building Systems, Inc. ("Merged Corporation") will be merged with and into Metecno Panel Systems, Inc. ("Surviving Corporation"), which shall be the surviving corporation.
2. The Articles of Incorporation of the Surviving Corporation shall be amended as follows and such amendment shall become effective as of the Effective Date:

The name of the Surviving Corporation shall be:

Kingspan Insulated Panels Inc.

The existing Bylaws of the Surviving Corporation shall continue in full force and effect after the Effective Date. The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified in the manner provided in the Articles of Incorporation and the Bylaws of the Surviving Corporation or as otherwise provided by law.

3. The manner of converting the outstanding shares of the capital stock of the Merged Corporation into shares of the Surviving Corporation shall be as follows:

(a) Each share of common stock, \$1 par value, of the Surviving Corporation, which shall be issued and outstanding on the Effective Date, shall remain issued and outstanding.

(b) All of the outstanding shares of common stock, \$1 par value of the

Merged Corporation which shall be outstanding on the Effective Date, and all rights in respect thereto, shall forthwith and without further action be changed and converted into one hundred (100) shares of common stock of the Surviving Corporation.

(c) After the effective date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the Merged Corporation shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the Surviving Corporation on the basis provided herein. Until so surrendered, the outstanding shares of stock of the Merged Corporation to be converted into the stock of the Surviving Corporation as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place.

4. The Effective Date of this merger shall be September 23, 2008.


5. As of the Effective Date: the separate existence of the Merged Corporation shall cease; the title to all real estate and other property, or any interest therein, owned by the Merged Corporation shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of the Merged Corporation; any claim existing or action or proceeding pending by or against the Merged Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the Merged Corporation; and neither the rights of creditors nor any liens upon the property of the Merged Corporation shall be impaired by such merger.

This Agreement is entered as of the date first written above.

METECNO BUILDING SYSTEMS, INC.

By: 
Russell Shields
Its President

METECNO PANEL SYSTEMS, INC.

By: 
Russell Shields
Its President