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MERGER OR SHARE EXCHANGE

AWT Capital Inc.

Certificate of Status	0
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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)
<u>AWT Capital Inc.</u>	<u>Delaware</u>	<u> </u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>PIECO, Inc.</u>	<u>Florida</u>	<u>382721</u>
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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 June 26, 2006

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 June 26, 2006

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

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(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

AWT Capital Inc.



Brian J. Clarke, Vice President

PIECO, Inc.

Brian J. Clarke, Vice President

AGREEMENT AND PLAN OF MERGER

OF

PIECO, INC.
(a Florida corporation)

WITH AND INTO

AWT CAPITAL, INC.
(a Delaware corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 26, 2006, is entered into by and between AWT Capital Inc., a Delaware corporation ("AWT Capital"), and PIECO, Inc., a Florida corporation ("PIECO").

BACKGROUND

AWT Capital is a corporation duly organized and validly existing under the laws of the State of Delaware, having authorized capital stock of 10,000 shares of Common Stock, \$1.00 par value.

PIECO is a corporation duly organized and validly existing under the laws of the State of Florida, having authorized capital stock of 1,000 shares of Common Stock, without par value.

The Board of Directors of PIECO and AWT Capital deem it desirable and in the best interests of their respective corporations that PIECO be merged with and into AWT Capital (the "Merger"), upon the terms and conditions hereinafter set forth and in accordance with the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA").

The Board of Directors and the sole stockholder of PIECO have approved the Merger. The Board of Directors and the sole stockholder of AWT Capital have approved the Merger.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the promises and mutual covenants and agreements herein set forth, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The Merger.

1.1 At the Effective Time (as defined in Section 2) and subject to and upon the terms and conditions of this Agreement and the DGCL and FBCA, PIECO shall be merged with and into AWT Capital, the separate existence PIECO shall cease and AWT Capital shall continue as the surviving corporation. AWT Capital as the surviving corporation after the Merger is sometimes hereinafter referred to as the "Surviving Corporation."

1.2 The officers of PIECO and AWT Capital shall execute and file a Certificate of Merger with the Secretary of State of the State of Delaware, and shall execute and file Articles of Merger with the Secretary of State of the State of Florida.

2. Effective Time. The effective time of the Merger shall be upon the occurrence of both (i) the filing of a Certificate of Merger with the Secretary of State of the State of Delaware, and (ii) the filing of Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time").

3. Effects of the Merger.

3.1 The Merger shall have the effects set forth in Section 259 of the DGCL and Section 607.1106 of the FBCA. Without limiting the generality of the foregoing, and subject hereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of PIECO shall vest in the Surviving Corporation, and all the debts, liabilities and duties of PIECO shall become the debts, liabilities and duties of the Surviving Corporation.

3.2 From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of PIECO such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by the Surviving Corporation title to and possession of all of the properties, rights, privileges, powers and franchises of PIECO and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of PIECO or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. Certificate of Incorporation; Bylaws; Directors and Officers.

4.1 At the Effective Time, the Certificate of Incorporation of AWT Capital, as in effect immediately before the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, until thereafter amended as provided by applicable law and such Certificate of Incorporation.

4.2 At the Effective Time, the Bylaws of AWT Capital, as in effect immediately before the Effective Time, shall be the Bylaws of the Surviving Corporation, until thereafter amended as provided by applicable law and such Bylaws.

4.3 At the Effective Time, the directors of AWT Capital immediately before the Effective Time shall be the initial directors of the Surviving Corporation, and the officers of AWT Capital in office immediately before the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their successors are duly elected or appointed. If, at the Effective Time, a vacancy shall exist on the Board of Directors of the Surviving Corporation or in any office of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by applicable law and the Bylaws of the Surviving Corporation.

5. Cancellation of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of PIECO or the stockholders of PIECO:

5.1 Each share of capital stock of PIECO issued and outstanding immediately before the Effective Time shall automatically be canceled and extinguished, without any consideration given in respect thereof.

5.2 Each share of Common Stock of AWT Capital issued and outstanding immediately before the Effective Time shall remain issued and outstanding and shall be unaffected by the Merger.

6. Miscellaneous.

6.1 This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the Board of Directors of AWT Capital or PIECO.

6.2 This Agreement may be amended at any time prior to the Effective Time, by the respective Boards of Directors of each of AWT Capital and PIECO.

6.3 This Agreement shall be interpreted in accordance with the substantive laws of the State of Delaware.

6.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof shall bear the signatures of all the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AWT CAPITAL INC.

By: 

Name: Brian J. Clarke
Title: Vice President

PIECO, INC.

By: 

Name: Brian J. Clarke
Title: Vice President

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