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INC.**

512958

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WALK IN ll

PICK UP 9/8 11:00

☒ **CERTIFIED COPY** _____ **CUS** _____

_____**PHOTO COPY**_____ ☒ **FILING** Merger

1.) Palm Industries, Inc. into Eagle Industries, Inc.
(CORPORATE NAME & DOCUMENT #)

2.) Merger 900002286629---8
(CORPORATE NAME & DOCUMENT #) -09/08/97--01027--005
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9.) _____
(CORPORATE NAME & DOCUMENT #)

10.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS _____

FILED
97 SEP -8 AM 8:15
TALLAHASSEE, FLORIDA

RECEIVED
97 SEP -8 AM 9:47
DIVISION OF CORPORATION

9/9/97

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"When you need ACCESS to the world"

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512958

ARTICLES OF MERGER
Merger Sheet

MERGING:

PALM INDUSTRIES INC., a Florida corporation 512958
,

INTO

EAGLE INDUSTRIES, INC. a California corporation not qualified in Florida

File date: September 8, 1997

Corporate Specialist: Annette Hogan

**ARTICLES OF MERGER
OF
PALM INDUSTRIES, INC., A FLORIDA CORPORATION, INTO
EAGLE INDUSTRIES, INC., A CALIFORNIA CORPORATION**

97 SEP -8 AM 8:15
FILED
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between Palm Industries, Inc., a Florida corporation ("Subsidiary") and Eagle Industries, Inc., a California corporation ("Parent").

Pursuant to § 607.1105 of the Florida Business Corporation Act (the "Act"), Parent and Subsidiary adopt the following Articles of Merger.

1. The Short Form Agreement and Plan of Merger, dated August 15, 1997 ("Plan of Merger"), between Parent and Subsidiary was adopted by the Board of Directors of Subsidiary on August 15, 1997, since shareholder approval of the Plan of Merger is not required by the shareholders of Subsidiary by reason of § 607.1103(7)/§ 607.1103(1) of the Act.

2. Pursuant to the Plan of Merger, all issued and outstanding shares of Subsidiary's stock will be acquired by means of a merger of Subsidiary into Parent with Parent the surviving corporation ("Merger").

3. The Plan of Merger is attached as Exhibit "A" and incorporated herein by reference as if fully set forth.

4. Pursuant to § 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be August 31, 1997.

IN WITNESS WHEREOF, the parties have set their hands this 15th day of August, 1997.

ATTEST:

Palm Industries, Inc.
A Florida corporation

(Corporate Seal)

By: _____

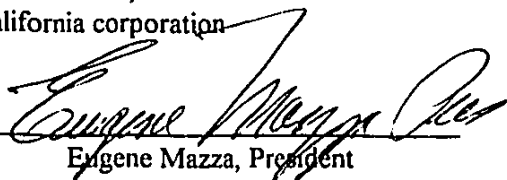

Paul Sinagaglia, President

ATTEST:

Eagle Industries, Inc.
A California corporation

(Corporate Seal)

By: _____


Eugene Mazza, President

**SHORT FORM AGREEMENT
AND PLAN OF MERGER OF
PALM INDUSTRIES, INC., A FLORIDA CORPORATION
INTO EAGLE INDUSTRIES, INC., A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated as of August 15, 1997 made by and among Eagle Industries, Inc, a California corporation ("Parent"), and Palm Industries, Inc., a Florida corporation ("Subsidiary") (collectively the "Constituent Corporations").

WITNESSETH:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger") on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions herein set forth, in accordance with § 607.1104 of the Florida Business Corporation Act (the "Florida Act") and Section 1110 of the California Corporations Code (the "California Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1. The term "Effective Date" shall mean August 31, 1997.
2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the State of California.
3. The Plan of Merger has been approved by the Directors of Parent in accordance with § 607.1104 of the Florida Act and Section 1110 of the California Act. Parent, as owner of one hundred percent (100%) of all classes of issued and outstanding stock of subsidiary, hereby waives the mailing requirement set forth § 607.1104(b) of the Florida Act.

ARTICLE II

EFFECTS OF THE MERGER

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in § 607.1106 of the Florida Act and § 1107 of the California Act.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of Subsidiary's Common Stock into shares of Parent Stock shall be as follows:

Each share of Subsidiary Common Stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger, and no shares of the Surviving Corporation shall be issued in exchange.

ARTICLE IV

ASSIGNMENT

If at any time Parent shall consider be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Parent.

ARTICLE V

EXPENSES

Parent shall pay all expenses of accomplishing the Merger.

ARTICLE VI

AMENDMENT

At any time before the filing with the (i) Florida Secretary of State, of the Articles of Merger and (ii) California Secretary of State, the Certificate of Ownership, to be filed in connection with this Plan, the Directors of Parent may amend this Plan.

ARTICLE VII

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. Upon termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands this 15th day of August, 1997.

PARENT:

Eagle Industries, Inc.
a California corporation

By: 

Eugene Mazza, President

SUBSIDIARY:

Palm Industries, Inc.
a Florida corporation

By: 

Paul Singagliese, President