

Document Number Only

F03267

C T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

700002713247--4

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*****70.00 *****70.00

Metalworking International Corp.

merging into

MIC International Corp.

- | | | |
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| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Fict. Filing | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> UCC-1 UCC-3 |
| <input type="checkbox"/> Reinstatement | | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Limited Liability Partnership | | |
| <input type="checkbox"/> Certified Copy | | |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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Availability	12/17/98
Document Examiner	RRR
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W.P. Verifier	

Please Return Extra Copy(s)
Filed Stamp

Thanks, Melanie ☺

DEC 15 1998

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CR2E031 (1-89)

ARTICLES OF MERGER
Merger Sheet

MERGING:

METALWORKING INTERNATIONAL CORP., a Florida corporation F03267

INTO

MIC INTERNATIONAL CORP., an Ohio corporation not qualified in Florida.

File date: December 15, 1998

Corporate Specialist: Annette Ramsey

FILED
98 DEC 15 PM 3:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

**Metalworking International Corp., a Florida domestic corporation
merged out of existence and into MIC International Corp., an Ohio corporation**

* * * * *

Pursuant to Section 1701.78 of the Ohio General Corporation Law and Section 607.1101 of the Florida Business Corporation Act, MIC INTERNATIONAL CORP., an Ohio corporation (the "Surviving Corporation"), and METALWORKING INTERNATIONAL CORP., a Florida corporation (the "Constituent Corporation"), adopt these Articles of Merger and the President and Secretary of the Constituent Corporation certifying the statements made herein) for the purpose of merging the Constituent Corporation out of existence and into the Surviving Corporation, with the latter to survive the merger:

ARTICLE I

That certain Agreement and Plan of Merger dated effective December 31, 1998, by and between the Surviving Corporation and the Constituent Corporation, attached hereto, as Exhibit "A", and made a part hereof, was duly adopted by Written Consent of the sole Directors and sole Shareholder of all corporations pursuant to Section 1701.54 of the Ohio General Corporation Law and Sections 607.0704 and 607.0821 of the Florida Business Corporation Act by an affirmative vote of (i) all of the Directors, and (ii) by Shareholders holding not less than the minimum number of shares of common stock, effective November 25, 1998.

ARTICLE II

The Articles of Incorporation, currently on file with the Office of the Ohio Secretary of State, of the Surviving Corporation shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

IN WITNESS WHEREOF, these Articles of Merger have been executed this 28th day
of November, 1998.

WITNESSES:

Heather Penney

MIC INTERNATIONAL CORP.,
an Ohio corporation

By:

Saul Siegel
Saul Siegel, President

Heather Penney

By:

Hildy E. Heffernan
Hildy E. Heffernan, Secretary

"Surviving Corporation"

WITNESSES:

Heather Penney

METALWORKING INTERNATIONAL CORP.,
a Florida corporation

By:

Saul Siegel
Saul Siegel, President

Heather Penney

By:

Hildy E. Heffernan
Hildy E. Heffernan, Secretary

"Constituent Corporation"

AGREEMENT AND PLAN OF MERGER



THIS AGREEMENT AND PLAN OF MERGER, dated as of the 31st day of December, 1998 (the "Effective Date"), by and between MIC INTERNATIONAL CORP., an Ohio corporation (the "Surviving Corporation"), and METALWORKING INTERNATIONAL CORP., a Florida corporation (the "Constituent Corporation"), is to evidence the following agreements and understandings:

WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Ohio, with authorized capital stock of Eight Hundred Fifty (850) shares of Common Stock, without par value, of which One (1) share is issued and outstanding;

WHEREAS, the Constituent Corporation is a corporation duly organized and existing under the laws of the State of Florida, with authorized capital stock of One Thousand (1,000) shares of Common Stock, par value \$1.00 per share, of which Two Hundred (200) shares are issued and outstanding;

WHEREAS, the sole Shareholder and the sole Director of each the Surviving Corporation and the Constituent Corporation have adopted resolutions declaring advisable the proposed merger (the "Merger") of Constituent Corporation with and into the Surviving Corporation, in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, upon the terms and conditions hereinafter set forth; and

WHEREAS, the sole Shareholder and the sole Director of each the Surviving Corporation and the Constituent Corporation have approved the Merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, provisions, and covenants herein contained, the parties hereby agree in accordance with the Ohio Revised Code and Florida General Corporation Act that the Constituent Corporation shall be, at the Effective Date, merged into a single corporation existing under the laws of the State of Ohio, to wit, the Surviving Corporation, which shall be the survivor of this Merger, and the parties hereby adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

Section 1 - General

1.1 The Merger. On the Effective Date, the Constituent Corporation shall be merged into the Surviving Corporation, and whose name shall continue to be MIC INTERNATIONAL CORP.

1.2 Certain Effects of Merger. On the Effective Date, the separate existence of the Constituent Corporation shall cease, and the Constituent Corporation shall be merged into the Surviving Corporation which, as the survivor, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all restrictions, disabilities, and duties of the Constituent Corporation; and all the rights, privileges, powers, and franchises of the Constituent Corporation and all property, real, personal, and mixed, and all debts due to the Constituent Corporation on whatever account, as well for stock subscriptions and all other things in action or belonging to the Constituent Corporation, shall be vested in the Surviving Corporation; and all property rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporation, and the title to any real estate vested by deed or otherwise, under the laws of Ohio or Florida or any other jurisdiction, in the Constituent Corporation, shall not revert or be in any way impaired; and all debts, liabilities, and duties of the Constituent shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of the Constituent Corporation or the corresponding officers of the Surviving Corporation may, in the name of the Constituent Corporation, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all the Constituent Corporation's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

1.3 Capitalization. The number of authorized shares of the capital stock of the Surviving Corporation shall be Eight Hundred Fifty (850) shares of Common Stock, without par value.

1.4 Articles of Incorporation and By-Laws. The purposes and the address of the registered office of the Surviving Corporation shall be as it appears in the Articles of Incorporation of the Surviving Corporation on file with the office of the Ohio Secretary of State on the date of this Agreement. The registered agent stated in the Articles of Incorporation of the Surviving Corporation shall be Saul Siegel, 291 Fox Run Drive, Cortland, Ohio 44410. The terms and provisions of the Articles of Incorporation of the Surviving Corporation are hereby incorporated into this Agreement. From and after the Effective Date of the Merger hereunder, and until further amended, altered or restated as provided by law, such Articles of Incorporation, separate and apart from this Agreement, shall be and may be separately certified as the Articles of Incorporation of the Surviving Corporation. The Code of Regulations of the Surviving Corporation, as in effect as of the Effective Date, shall from and after the Effective Date be, and continue to be, the Code of Regulations of the Surviving Corporation until amended as provided herein.

1.5 Principal Office. The principal office of the Surviving Corporation is 291 Fox Run Drive, Cortland, Ohio 44410 and shall remain so giving effect to the Merger.

1.6 Consent to Service of Process. The Surviving Corporation hereby consents to be sued and served with process in the State of Ohio.

1.7 Sole Director and Officers. On the Effective Date, the sole Director of the Surviving Corporation shall be Saul Siegel, and he shall serve as sole Director of the Surviving corporation until his successor(s) have been duly elected and qualified. The officers of the Surviving Corporation on the Effective Date shall be the officers of the Surviving Corporation, and they shall hold such office until their successor(s) have been duly elected and qualified.

1.8 Further Assurances. The Constituent Corporation agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all of such conveyances, assignments, transfers, deeds, or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting, or devolution of any property, right, privilege, or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises, and interests referred to in Section 1.2 and otherwise to carry out the intent and purposes hereof.

Section 2 - Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of the Constituent Corporation and the nature and amount of securities of the Surviving Corporation which the sole holder of shares of the Constituent Corporation Common Stock are to receive in exchange for such shares are as follows:

2.1 Constituent Corporation Common Stock. Each one (1) share of the Constituent Corporation Common Stock that shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one (1) fully paid share of the Surviving Corporation Common Stock, and outstanding certificates representing shares of the Constituent Corporation Common Stock shall thereafter represent shares of the Surviving Corporation Common Stock.

2.2 Exchange of Stock Certificates. As promptly as practicable after the Effective Date, the holder of an outstanding certificate or certificates theretofore representing shares of the Constituent Corporation Common Stock shall surrender the same to an agent or agents

designated by the Surviving Corporation, and shall thereupon be entitled to receive in exchange therefor a certificate representing the number of shares of the Surviving Corporation Common Stock into which the shares of the Constituent Corporation Common Stock represented by the certificate or certificates so surrendered shall have been exchanged and converted pursuant to this Section.

2.3 The Surviving Corporation Common Stock Held by the Constituent Corporation. All issued and outstanding shares of the Surviving Corporation Common Stock held by the Constituent Corporation immediately before the Effective Date shall, by virtue of the Merger and as of the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

Section 3 - Miscellaneous

3.1 Counterparts. This Merger Agreement may be executed in any number of counterparts or may be, where the same are not required, certified or otherwise delivered without the testimonium clause and signature; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Merger Agreement.

3.2 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Merger Agreement.

3.3 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective sole Director of the Surviving Corporation and Constituent Corporation any time prior to the effect date of the Merger contemplated herein.

3.4 Waiver. No waiver is valid unless in writing and signed by the waiving party, and no waiver shall be construed as a waiver of any other or subsequent breach.

3.5 Governing Law. This Agreement is governed by the laws of the State of Ohio.

3.6 Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.

3.7 Adoption of Agreement. This Agreement has been duly adopted by Written Consent of the Director and Shareholders of all corporations pursuant to Section 1701.54 of the Ohio General Corporation Law and Sections 607.0704 and 607.0821 of the Florida Business Corporation Act by an affirmative vote of (i) all of the Directors, and (ii) by Shareholders holding not less than the minimum number of shares of common stock, effective the 25th day of November, 1998.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WITNESSES:

Hilda Lachs Per

MIC INTERNATIONAL CORP.,
an Ohio corporation

By: Saul Siegel
Saul Siegel, President

Hilda Lachs Per

By: Hildy E. Heffernan
Hildy E. Heffernan, Secretary
Hildy E. Heffernan

Hilda Lachs Per

METALWORKING INTERNATIONAL CORP.,
a Florida corporation

By: Saul Siegel
Saul Siegel, President

Hilda Lachs Per

By: Hildy E. Heffernan
Hildy E. Heffernan, Secretary
Hildy E. Heffernan

STATE OF OHIO)
COUNTY OF Cuyahoga) SS:

The foregoing instrument was acknowledged before me this 25 day of November, 1998, by Saul Siegel, President of MIC INTERNATIONAL CORP., an Ohio corporation, on behalf of the Corporation.

Scott M. Lewis
Notary Public

My Commission Expires:

SCOTT M. LEWIS, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O. R. C.

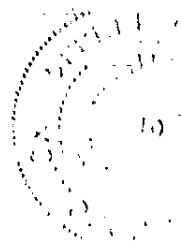
STATE OF Pennsylvania)
COUNTY OF Allegheny) SS:

The foregoing instrument was acknowledged before me this 11th day of December, 1998, by Hildy E. Heffernan, Secretary of MIC INTERNATIONAL CORP., an Ohio corporation, on behalf of the Corporation.

Alice M. Popowich
Notary Public

My Commission Expires: 7-22-00

Notarial Seal
Alice M. Popowich, Notary Public
Sewickley Boro, Allegheny County
My Commission Expires July 22, 2000
Member, Pennsylvania Association of Notaries



STATE OF OHIO)

COUNTY OF Cuyahoga)

SS:

The foregoing instrument was acknowledged before me this 25 day of November, 1998, by Saul Siegel, President of METALWORKING INTERNATIONAL CORP., a Florida corporation, on behalf of the Corporation.



Notary Public

My Commission Expires:

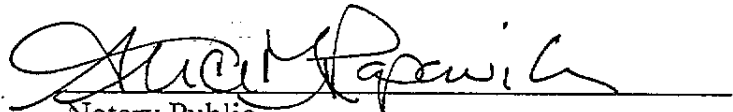
SCOTT M. LEWIS, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O. R. C.

STATE OF Pennsylvania)

COUNTY OF Allegheny)

SS:

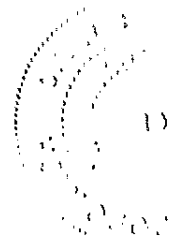
The foregoing instrument was acknowledged before me this 11th day of Dec., 1998, by Hildy E. Heffernan, Secretary of METALWORKING INTERNATIONAL CORP., a Florida corporation, on behalf of the Corporation.



Notary Public

My Commission Expires: 7-22-00

Notarial Seal
Alice M. Popowich, Notary Public
Sewickley Boro, Allegheny County
My Commission Expires July 22, 2000
Member, Pennsylvania Association of Notaries



MIC INTERNATIONAL CORP.

JOINT ACTION BY WRITTEN CONSENT
OF THE SOLE SHAREHOLDER AND SOLE DIRECTOR

November 25, 1998

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being the sole Shareholder and sole Director of MIC INTERNATIONAL CORP., an Ohio corporation (the "Company"), does hereby take and adopt the following actions by this written consent:

I. The Merger of Metalworking International Corp. with and into the Company.

WHEREAS, the sole Shareholder and sole Director of the Company have deemed it in the best interest of the Company that Metalworking International Corp., a Florida corporation (the "Constituent Corporation") merge with and into the Company, whereby the Company will be the survivor of the merger (the "Merger"), in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, pursuant to and subject to the terms and conditions set forth in a certain Agreement and Plan of Merger (the "Merger Agreement") that has been presented to the sole Shareholder and sole Director of both the Company and the Constituent Corporation in the form attached hereto as Exhibit "A", and incorporated herein by reference;

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of Ohio, with authorized capital stock of Eight Hundred Fifty (850) shares of Common Stock, no par value, of which One (1) share is issued and outstanding to the Constituent Corporation;

WHEREAS, the Constituent corporation is a corporation duly organized and existing under the laws of the State of Florida, with authorized capital stock of 1,000 shares, par value \$1.00 per share, of which Two Hundred (200) shares are issued and outstanding; and

WHEREAS, pursuant to the terms of the Merger Agreement, each share of capital stock issued and outstanding of the Constituent Corporation, by virtue of the Merger will be converted into one (1) fully paid share of the Company, and each share of capital stock of the Company issued and outstanding immediately prior to the Merger shall, by virtue of the merger, cease to exist and shall be cancelled.

NOW, THEREFORE, BE IT

RESOLVED: That the terms and conditions of the Merger Agreement and all exhibits and documents ancillary thereto, including all other agreements, certificates, instruments, exhibits, schedules and other writings necessary, advisable or proper, in the judgment of

either of the officers of the Company, acting individually or in concert, including, but not limited to Saul Siegel, in his capacity as President of the Company and Hildy E. Heffernan, in her capacity as Treasurer and Secretary of the Company (such officers are jointly and individually referred to herein as the "Authorized Persons"), in connection with the transactions contemplated by the Merger Agreement (collectively, the "Ancillary Documents"), are hereby approved in all respects.

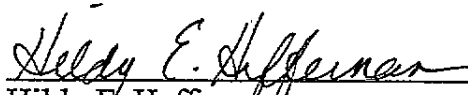
RESOLVED
FURTHER:

That the authority granted to Authorized Persons under the foregoing resolutions shall be deemed to include authority to perform such further acts and deeds as may be necessary, convenient or appropriate, in their judgment, to carry out the transactions contemplated by the Merger Agreement and Ancillary Documents, as changed, modified or amended, and all such acts and deeds are hereby approved, ratified and confirmed.

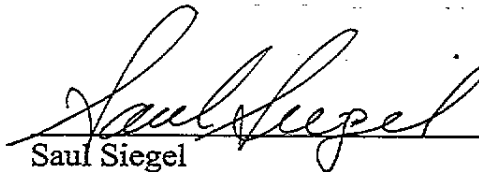
II. Counterpart Signatures.

RESOLVED:

That this action may be executed in counterparts, each of which should be deemed an original, and all of which together shall constitute one resolution. The signature of any party to any counterpart, or facsimile thereof, may be appended to any other counterpart and when so appended shall constitute an original.


Hildy E. Heffernan

"Shareholder"


Saul Siegel

"Director"

METALWORKING INTERNATIONAL CORP.

JOINT ACTION BY WRITTEN CONSENT
OF THE SOLE SHAREHOLDER AND SOLE DIRECTOR

November 25, 1998

Pursuant to Section 607.394 and Section 601.134, respectively, of the Florida General Corporation Act, the undersigned, being the Sole Shareholder and Sole Director of METALWORKING INTERNATIONAL CORP., a Florida corporation (the "Corporation"), do hereby take and adopt the following actions by this joint written consent:

I. The Merger of the Company into MIC International Corp.

WHEREAS, the sole Shareholder and sole Director of the Company have deemed it in the best interest of the Company that the Company merge with and into MIC International Corp., an Ohio corporation (the "Surviving Corporation"), whereby the Company will be merged out of existence (the "Merger"), in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, pursuant to and subject to the terms and conditions set forth in a certain Agreement and Plan of Merger (the "Merger Agreement") that has been presented to the sole Shareholder and sole Director of both the Company and the Surviving Corporation in the form attached hereto as Exhibit "A", and incorporated herein by reference;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Ohio, with authorized capital stock of Eight Hundred Fifty (850) shares of Common Stock, no par value, of which One (1) share is issued and outstanding in the name of the Company;

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of Florida, with authorized capital stock of 1,000 shares, par value \$1.00 per share, of which Two Hundred (200) shares are issued and outstanding; and

WHEREAS, pursuant to the terms of the Merger Agreement, each share of capital stock issued and outstanding of the Company, by virtue of the Merger will be converted into one (1) fully paid share of the Surviving Corporation, and each share of capital stock of the Surviving Corporation issued and outstanding immediately prior to the Merger shall, by virtue of the merger, cease to exist and shall be cancelled.

NOW, THEREFORE, BE IT

RESOLVED: That the terms and conditions of the Merger Agreement and all exhibits and documents ancillary thereto, including all other agreements, certificates, instruments, exhibits, schedules and

other writings necessary, advisable or proper, in the judgment of either of the officers of the Company, acting individually or in concert, including, but not limited to Saul Siegel, in his capacity as President of the Company and Hildy E. Heffernan, in her capacity as Treasurer and Secretary of the Company (such officers are jointly and individually referred to herein as the "Authorized Persons"), in connection with the transactions contemplated by the Merger Agreement (collectively, the "Ancillary Documents"), are hereby approved in all respects.

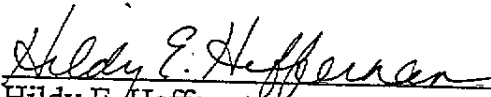
RESOLVED
FURTHER:

That the authority granted to Authorized Persons under the foregoing resolutions shall be deemed to include authority to perform such further acts and deeds as may be necessary, convenient or appropriate, in their judgment, to carry out the transactions contemplated by the Merger Agreement and Ancillary Documents, as changed, modified or amended, and all such acts and deeds are hereby approved, ratified and confirmed.

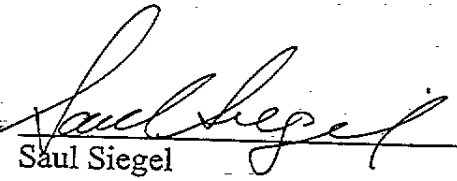
II. Counterpart Signatures.

RESOLVED:

That this action may be executed in counterparts, each of which should be deemed an original, and all of which together shall constitute one resolution. The signature of any party to any counterpart, or facsimile thereof, may be appended to any other counterpart and when so appended shall constitute an original.


Hildy E. Heffernan

"Shareholder"


Saul Siegel

"Director"