

H35216

Document Number Only

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
Tel 850 222 1092
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Attn: Jeff Netherton

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*****8.75 *****8.75

CORPORATION(S) NAME

_____ *Merger*

EIN Corp.

Merging: Echelon International Corporation

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input checked="" type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<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		

Name _____ 03/24/00

Availability 3/27/00

Document _____

Examiner ROR

Updater ROR

Verifier _____

Acknowledgement _____

W.P. Verifier _____

TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
STATE OF FLORIDA

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00 MAR 24 PM 3:07
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

ECHELON INTERNATIONAL CORPORATION, a Florida corporation H35216

,

INTO

EIN CORP.. a Delaware corporation not qualified in Florida

File date: March 24, 2000

Corporate Specialist: Annette Ramsey

STATE OF FLORIDA
ARTICLES OF MERGER
OF

ECHELON INTERNATIONAL CORPORATION,
a Florida corporation

WITH AND INTO

EIN CORP.,
a Delaware corporation

Pursuant to Section 607.1105 and 607.1107 of the Florida Business Corporation Act, the undersigned entities adopt the following articles of merger:

FIRST: Echelon International Corporation, a Florida corporation (the "Merging Corporation") shall be merged, in accordance with Section 607.1107 of the Florida Business Corporation Act (the "FBCA"), with and into EIN Corp., a Delaware corporation (the "Surviving Corporation"), which shall be the surviving corporation (the "Merger") with a principal place of business at 300 Delaware Avenue--Suite 1704, Wilmington, DE 19801.

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger, dated as of March 24, 2000, a copy of which is attached hereto and incorporated herein (the "Merger Agreement").

THIRD: The Articles of Incorporation of EIN Corp. as in effect immediately prior to the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until the same shall be amended in accordance with the General Corporation Law of the State of Delaware ("DGCL").

FOURTH: The Merger Agreement was approved and adopted by the Board of Directors and the sole shareholder of the Surviving Corporation as of the 21st day of January, 2000 in accordance with the provisions of the DGCL, and by the Board of Directors and the sole shareholder of the Merging Corporation as of the 22nd day of March, 2000, in accordance with Section 607.1101 of the FBCA.

FIFTH: The manner and basis of converting the shares of common stock of the Merging Corporation into shares of common stock of the Surviving Corporation shall be as follows: upon the effective date of the Merger, all issued and outstanding shares of capital stock of the Merging Corporation shall automatically and by operation of law be canceled and all certificates evidencing

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ownership of such shares shall be void and of no effect, and all issued and outstanding shares of capital stock of the Surviving Corporation shall remain issued and outstanding, all as set forth in the Merger Agreement.

SIXTH: Upon the Merger becoming effective, the Surviving Corporation:

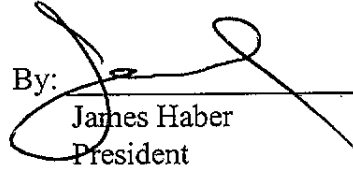
- (a) hereby appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation; and
- (b) hereby agrees that the Surviving Corporation will promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which they are entitled under Section 607.1302 of the FBCA.

SEVENTH: The Effective Date of the Merger is the date on which these Articles of Merger are filed with the Department of State of the State of Florida.

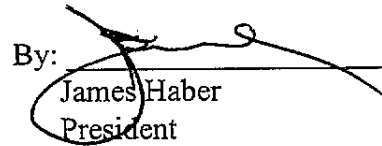
[SIGNATURES APPEAR ON FOLLOWING PAGE]

Signed this 24 day of March, 2000

EIN CORP.,
a Delaware corporation

By: 
James Haber
President

ECHELON INTERNATIONAL
CORPORATION,
a Florida corporation

By: 
James Haber
President

AGREEMENT AND PLAN OF MERGER
OF
ECHELON INTERNATIONAL CORPORATION
(A FLORIDA CORPORATION)
INTO
EIN CORP.
(A DELAWARE CORPORATION)

THIS AGREEMENT is executed as of the 24th day of March 2000 by and between Echelon International Corporation, a Florida corporation, (the "Merging Corporation") and EIN Corp., a Delaware corporation (the "Surviving Corporation").

W I T N E S S E T H:

WHEREAS, the Merging Corporation has authorized capital stock consisting of 25,000,000 shares of common stock, par value \$.01 per share, of which 6,665,025 such shares are now duly issued and outstanding and 10,000,000 shares of preferred stock, par value \$.01 per share, none of which are now duly issued and outstanding. All issued and outstanding shares of capital stock of the Merging Corporation are owned by ETA Holding LLC, a Delaware limited liability company (the "Shareholder");

WHEREAS, the Surviving Corporation has authorized capital stock consisting of an aggregate of 10,000 shares of stock in the following amounts (i) 5,000 shares common stock, par value \$.01 per share, of which 1,000 shares are now duly issued and outstanding and (ii) 5,000 shares of preferred stock, par value \$.01 per share, of which no shares are issued and outstanding. All issued and outstanding shares of capital stock of the Surviving Corporation are owned by the Shareholder;

WHEREAS, each of the Shareholder and the Merging Corporation (including any successor thereof) has previously entered into one or more agreements pursuant to which it has agreed, with respect to each of its existing and future downstream subsidiaries (direct or indirect) and affiliates, through the exercise of its reasonable best efforts to, among other things, as promptly as practicable, (i) cause each such existing or future downstream subsidiary (direct or indirect) or affiliate not to be an entity organized in the State of Florida, (ii) cease or refrain from maintaining an office in the State of Florida or, except as may be purely incidental to the nominal ownership by the Merger Corporation (as lessor) or operation of any asset included in the

leveraged lease portfolio of the Merging Corporation (including any successor thereof), otherwise conducting business or making any sales in, generating any income from, or holding title to, owning, possessing or leasing any assets in, the State of Florida and (iii) cease or refrain from employing any employees in the State of Florida; and

WHEREAS, the Shareholder desires to effect a statutory merger of the Merging Corporation into the Surviving Corporation in the manner herein set forth, and the Board of Directors of the signatories hereto have duly adopted resolutions, by written consent, approving this Agreement and Plan of Merger (this "Agreement").

NOW, THEREFORE,

In consideration of the premises and of the mutual representations, warranties and covenants which are made and to be performed pursuant to this Agreement, the Merging Corporation and the Surviving Corporation hereby agree as follows:

ARTICLE I
Parties to Proposed Merger

Section 1.1. The Merging Corporation. The name of the corporation proposed to merge into the Surviving Corporation is Echelon International Corporation.

Section 1.2. The Surviving Corporation. The name of the corporation into which the Merging Corporation is proposed to merge is EIN Corp.

ARTICLE II
Terms and Conditions of Proposed Merger and
Mode of Carrying it into Effect

Section 2.1. General. Upon the Effective Date of the Merger (as hereinafter defined): (a) the Merging Corporation shall merge into the Surviving Corporation, which shall survive the merger and continue to be a company formed under the laws of the State of Delaware; (b) the shares of common stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain outstanding shares of the common stock of the Surviving Corporation in accordance with their terms; (c) the separate existence of the Merging Corporation shall cease, as provided by Section 607.1107 of the Florida Business Corporation Act (the "FBCA"); and (d) the name of the Surviving Corporation shall remain EIN Corp.

Section 2.2. Effective Date of Merger. The "Effective Date of the Merger" with respect to the merger contemplated by this Agreement shall be the latter of the date upon which the Certificate of Merger with respect to the Merger is filed with both the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida and Articles of Merger with respect to the Merger are filed with the Secretary of State of the State of Florida.

Section 2.3. Private Property of Shareholders. The private property of the shareholders of the Merging Corporation and the Surviving Corporation shall not be subject to the payment of the corporate debts of either corporation to any extent whatsoever.

ARTICLE III
Manner and Basis of Converting Shares of
Capital Stock of the Merging Corporation into
Shares of the Surviving Corporation

Upon the Effective Date of the Merger, all issued and outstanding shares of capital stock of the Merging Corporation shall automatically and by operation of law be canceled and all certificates evidencing ownership of such shares shall be void and of no effect, and all issued and outstanding shares of capital stock of the Surviving Corporation shall remain issued and outstanding.

ARTICLE IV
Directors and Officers

The directors and officers of the Surviving Corporation in office on the Effective Date of the Merger shall remain such directors or officers of the Surviving Corporation, each to hold office until a successor shall have been elected and shall have qualified or until the earlier of resignation or removal.

ARTICLE V
Corporate Charter

Subsequent to the Effective Date of the Merger, the Surviving Corporation shall continue to be governed by its Certificate of Incorporation and by-laws and the laws of the State of Delaware.

ARTICLE VI
Corporate Approvals and Termination

Section 6.1. Corporate Approvals. Pursuant to Section 607.1101, Section 607.1105 and Section 607.1107 of the FBCA and Section 252 of the General Corporation Law of the State of Delaware, the board of directors and the shareholders of each of the Merging Corporation and the Surviving Corporation shall approve this Agreement and Plan of Merger prior to the Effective Date of the Merger by resolution.

Section 6.2. Termination. At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by the Merging Corporation by appropriate resolutions of its Board of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Corporation nor the Surviving Corporation or their respective shareholders, directors or officers may be held liable in respect to such termination or abandonment.

ARTICLE VII Miscellaneous

Section 7.1. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of the Merging Corporation to take any and all such action.

Section 7.2. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York without regard to the conflicts principles thereof.

Section 7.3. Headings. The headings contained in this Agreement are for convenience only and shall not constitute a part hereof.

Section 7.4. Entire Agreement. This Agreement and other documents referred to herein which form a part hereof, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties with respect to the subject matter contained herein.

Section 7.5. Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holdings or action shall be strictly construed and shall not affect the validity of any other provision hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

ECHELON INTERNATIONAL CORPORATION
(a Florida corporation)

By: 
James Haber
President

EIN CORP.
(a Delaware corporation)

By: 
James Haber
President