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Phoenix, Arizona

Quarles & Brady LLP

J12975

May 4, 1999

Secretary of State
Division of Corporations
Amendments Section
P.O. Box 6327
Tallahassee, Florida 32314

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RE: Merger of Professional Systems, Inc. Into Wall Systems, Inc. Of Southwest Florida

Gentlemen:

Enclosed herewith please find the original and one (1) copy of the Articles of Merger for the above referenced corporation, together with a copy of the Unanimous Written Consent of Shareholders of both corporations. Also enclosed is a check in the amount of \$78.75.

Please file the Articles of Merger and return a certified copy to my attention.

Sincerely,

QUARLES & BRADY LLP

Kimberly Leach Johnson

FILED
99 MAY 18 PM 1:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
6-30-99

merger

KLJ/smb
Enclosures
cc: Russell A. Budd
Robert D. Johnson

4501 Tamiami Trail North
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Naples, Florida 34103-3060
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May 13, 1999

Secretary of State
Division of Corporations
Amendments Section
P.O. Box 6327
Tallahassee, Florida 32314

RE: *Merger of Professional Systems, Inc. Into Wall Systems, Inc. Of Southwest Florida*

Gentlemen:

Enclosed herewith please find two (2) copies of the Plan and Agreement of Merger, which was inadvertently omitted as an exhibit to the Articles of Merger previously submitted to you. A copy of our letter dated May 4, 1999 is enclosed for your reference.

Thank you for your assistance. Should you require anything further, please do not hesitate to contact me.

Sincerely,

QUARLES & BRADY LLP

Kimberly Leach Johnson

KLJ/smb
Enclosures

ARTICLES OF MERGER
Merger Sheet

MERGING:

PROFESSIONAL BUILDING SYSTEMS, INC., a Florida corporation, L33487

INTO

WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, a Florida corporation,
J12975

File date: May 18, 1999, effective June 30, 1999

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER
OF
PROFESSIONAL BUILDING SYSTEMS, INC.
INTO
WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA**

FILED
99 MAY 18 PM 1:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
6-30-99

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations, WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, a Florida corporation, and PROFESSIONAL BUILDING SYSTEMS, INC., a Florida corporation, adopt the following Articles of Merger for the purpose of merging PROFESSIONAL BUILDING SYSTEMS, INC. into WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA:

1. The Plan of Merger setting forth the terms and conditions of the merger of PROFESSIONAL BUILDING SYSTEMS, INC. into WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA is attached to these Articles as an exhibit and incorporated herein by reference.

2. There are 450 shares of common stock, each of \$1.00 par value, of PROFESSIONAL BUILDING SYSTEMS, INC. issued and outstanding that were entitled to vote on the Plan of Merger. 450 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of PROFESSIONAL BUILDING SYSTEMS, INC. held on April 29, 1999.

3. There are 1,500 shares of common stock, each of no par value, of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA issued and outstanding that were entitled to vote on the Plan of Merger. 1,500 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of WALL

SYSTEMS, INC. OF SOUTHWEST FLORIDA held on April 29, 1999.

4. The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of April 29, 1999.

WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, a Florida corporation

By: Russell A. Budd
Russell A. Budd, President

ATTEST:

Robert D. Johnson
Robert D. Johnson, Secretary

PROFESSIONAL BUILDING SYSTEMS, INC., a Florida corporation

By: Robert D. Johnson
Robert D. Johnson, President

ATTEST:

Russell A. Budd
Russell A. Budd, Secretary

PLAN AND AGREEMENT OF MERGER

This is a Plan and Agreement of Merger between WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, a Florida corporation (hereafter referred to as the "Surviving Corporation"), and PROFESSIONAL BUILDING SYSTEMS, INC., a Florida corporation (hereafter referred to as the "Merging Corporation").

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA and PROFESSIONAL BUILDING SYSTEMS, INC., pursuant to Sections 607.1101 and 607.1107 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) PROFESSIONAL BUILDING SYSTEMS, INC., shall be merged with and into WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA to exist and be governed by the laws of the State of Florida.

(b) The name of the surviving corporation shall be WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA.

(c) When this agreement shall become effective, the separate corporate existence of PROFESSIONAL BUILDING SYSTEMS, INC. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of PROFESSIONAL BUILDING SYSTEMS, INC. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of PROFESSIONAL BUILDING SYSTEMS, INC., as well as with the assets of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA.

(e) The shareholders of PROFESSIONAL BUILDING SYSTEMS, INC. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of PROFESSIONAL BUILDING SYSTEMS, INC. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be June 30, 1999.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, PROFESSIONAL BUILDING SYSTEMS, INC. represents and warrants to the Surviving Corporation as follows:

(a) PROFESSIONAL BUILDING SYSTEMS, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) PROFESSIONAL BUILDING SYSTEMS, INC. has an authorized capitalization of 7,500 shares of common stock, each of \$1.00 par value, of which 450 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) PROFESSIONAL BUILDING SYSTEMS, INC. has furnished the Surviving Corporation with a balance sheet of PROFESSIONAL BUILDING SYSTEMS, INC., as of April 1, 1999. This financial statement (i) is in accordance with the books and records of PROFESSIONAL BUILDING SYSTEMS, INC.; (ii) fairly presents the financial condition of PROFESSIONAL BUILDING SYSTEMS, INC. as of that date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of PROFESSIONAL BUILDING SYSTEMS, INC. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued,

contingent, or otherwise, and whether due or to become due) of PROFESSIONAL BUILDING SYSTEMS, INC. at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of PROFESSIONAL BUILDING SYSTEMS, INC. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. PROFESSIONAL BUILDING SYSTEMS, INC. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to PROFESSIONAL BUILDING SYSTEMS, INC. to execute this Agreement and perform its obligations under this Agreement, WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA represents and warrants to PROFESSIONAL BUILDING SYSTEMS, INC. as follows:

(a) WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA is a corporation duly organized, validly existing, and in good standing under the laws of the State Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA has an authorized capitalization of 100,000 shares of common stock, each of no par value. As of the date of this Agreement, 1,500 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

(c) WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA has furnished the Surviving Corporation with a balance sheet of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, as of April 1, 1999. This financial statement (i) is in accordance with the books and records of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA; (ii) fairly presents the financial condition of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA as of that date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of PROFESSIONAL BUILDING SYSTEMS, INC. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA at the Balance Sheet

Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA has not been delinquent in the payment of any tax or assessment.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, pending consummation of the merger, PROFESSIONAL BUILDING SYSTEMS, INC., shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

**Conditions Precedent to Obligations
of Professional Building Systems, Inc.**

3.03. Except as may be expressly waived in writing by PROFESSIONAL BUILDING SYSTEMS, INC., all of the obligations of PROFESSIONAL BUILDING SYSTEMS, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA:

(a) The representations and warranties made by WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA to PROFESSIONAL BUILDING SYSTEMS, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to PROFESSIONAL BUILDING SYSTEMS, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from PROFESSIONAL BUILDING SYSTEMS, INC.

(b) WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for PROFESSIONAL BUILDING SYSTEMS, INC.

**Conditions Precedent to Obligations of
Wall Systems, Inc. of Southwest Florida**

3.04. Except as may be expressly waived in writing by WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, all of the obligations of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by PROFESSIONAL BUILDING SYSTEMS, INC.:

(a) The representations and warranties made by PROFESSIONAL BUILDING SYSTEMS, INC. to WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If PROFESSIONAL

BUILDING SYSTEMS, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA and shall either correct the error, misstatement, or omission or obtain a written waiver from WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA.

(b) PROFESSIONAL BUILDING SYSTEMS, INC. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of PROFESSIONAL BUILDING SYSTEMS, INC. shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. The shareholders of PROFESSIONAL BUILDING SYSTEMS, INC. shall be entitled to receive 450 shares of common stock of the Surviving Corporation, each of no par value, to be distributed on the basis of one share for each share of common stock of PROFESSIONAL BUILDING SYSTEMS, INC.

Shares of Survivor

4.03. The currently outstanding 1,500 shares of common stock of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, each of no par value, shall remain outstanding as common stock of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting or until their successors have been elected and qualified are:

- | | | |
|-----|------------|---|
| (a) | Directors: | ROBERT D. JOHNSON
RUSSELL A. BUDD |
| (b) | Officers: | Chairman RUSSELL A. BUDD
President RUSSELL A. BUDD
Vice President ROBERT D. JOHNSON
Secretary ROBERT D. JOHNSON
Treasurer RUSSELL A. BUDD |

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01. The bylaws of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of PROFESSIONAL BUILDING SYSTEMS, INC., WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three (3) years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of Florida, notwithstanding the approval of the shareholders of either of the constituent corporations:

- (a) By mutual consent of the Board of Directors of the constituent corporations.
- (b) At the election of the Board of Directors of either constituent corporation if:
 - (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
 - (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA if without the prior consent in writing of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, PROFESSIONAL BUILDING SYSTEMS, INC., shall have:

- (1) Declared or paid any dividend or made any other distribution on its shares.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. PROFESSIONAL BUILDING SYSTEMS, INC. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. PROFESSIONAL BUILDING SYSTEMS, INC. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, and powers referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed as follows:

(a) In the case of PROFESSIONAL BUILDING SYSTEMS, INC., to: PROFESSIONAL BUILDING SYSTEMS, INC., Attention: Robert D. Johnson, President, 4395 Corporate Square, Naples, FL 34104, or to such other person or address as PROFESSIONAL BUILDING SYSTEMS, INC. may from time to time request in writing.

(b) In the case of WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, to: WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA, Attention: Russell A. Budd, President, 4395 Corporate Square, Naples, FL 34104, or to such other person or address as WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on the 30 day of April, 1999.

PROFESSIONAL BUILDING SYSTEMS, INC.,
a Florida corporation

By: Robert D. Johnson
Robert D. Johnson,
President

ATTEST:

Russell A. Budd
Russell A. Budd, Secretary

WALL SYSTEMS, INC. OF SOUTHWEST
FLORIDA, a Florida corporation

By: Russell A. Budd
Russell A. Budd, President

ATTEST:

Robert D. Johnson
Robert D. Johnson, Secretary

**WAIVER AND MINUTES OF SPECIAL MEETING OF SHAREHOLDERS
OF
WALL SYSTEMS, INC. OF SOUTHWEST FLORIDA**

A Special Meeting of the Shareholders of the Corporation was held on the 29th day of April, 1999, at 11:00 a.m., at the offices of Quarles & Brady, Naples, Florida.

All of the Shareholders being present, the Meeting was called to order by its Chairman, Russell A. Budd.


The Chairman reported that the Board of Directors, at a special meeting duly held at the offices of the Corporation on April 29, 1999, approved a plan of merger between PROFESSIONAL BUILDING SYSTEMS, INC. and this Corporation and ordered the plan to be submitted to the Shareholders for approval at this meeting as provided by law. The Chairman reported further that the Board of Directors recommends the plan of merger to the Shareholders. After full and complete discussion, and upon motion duly made, seconded and carried, it was

RESOLVED, that the plan of merger between PROFESSIONAL BUILDING SYSTEMS, INC., a Florida corporation, and this Corporation, submitted to this meeting is approved in the form attached to these minutes; and

FURTHER RESOLVED, that the Directors and Officers of the Corporation are authorized and directed to execute all documents and take any further action as may be deemed necessary or advisable to carry out and perform the plan of merger; and


FURTHER RESOLVED, that the signing of these Minutes by the Shareholders shall constitute full ratification thereof and Waiver of Notice of the Meeting by the Signatories.

There being no further business to come before the Meeting, upon motion duly made, seconded and unanimously carried, the Meeting was adjourned.

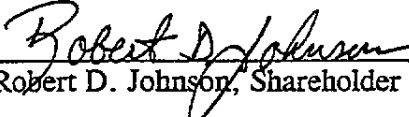


Robert D. Johnson,
Secretary

APPROVED:



Russell A. Budd,
Chairman and Shareholder



Robert D. Johnson, Shareholder