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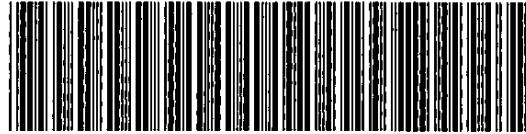
(Business Entity Name)

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Certified Copies _____ Certificates of Status _____

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06 JUN 28 AM 9:44

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

at MERA



MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
Additional offices in Hershey and Hollidaysburg

(814) 238-4926

FAX (814) 234-5620
www.mcblaw.com

June 27, 2006

Via Federal Express

Amendment Section
Florida Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

In Re: The Drucker Company International, Inc. - Surviving Entity

To Whom It May Concern:

The enclosed Articles of Merger and Agreement and Plan of Merger and fee are submitted for filing. Please return a certified copy and any correspondence concerning this matter to the following:

Mark Righter, Esquire
McQuaide Blasko Law Offices
811 University Drive
State College, PA 16801

For all further information concerning this matter, please call Autumn Vanatta at 814-238-4926.

Very truly yours,

McQUAIDE BLASKO

By:


Mark Righter

MR:alv

Enclosures

cc: K. Moscone
D. Siegel

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McQUAIDE, BLASKO, FLEMING & FAULKNER, INC.

State College Office: John W. Blasko R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel B. Bright
Paul J. Tomczuk Janine C. Gismondi John A. Snyder April C. Simpson Allen P. Neely Pamela A. Ruest Katherine V. Oliver Katherine M. Allen Wayne L. Mowery, Jr.
Chena L. Glenn-Hart Livinia N. Jones Cristin R. Long Matthew T. Rogers Frederick R. Battaglia Anthony A. Simon

Hershey Office: Grant H. Fleming Maureen A. Gallagher Michael J. Mohr Jonathan B. Stepanian Britt D. Russell

Hollidaysburg Office: Thomas M. Reese J. Benjamin Yeager Sean M. Burke Michael P. Routh

**ARTICLES OF MERGER
THE DRUCKER COMPANY, INC.
WITH AND INTO
THE DRUCKER COMPANY INTERNATIONAL, INC.**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes. The undersigned corporation DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
THE DUCKER COMPANY INTERNATIONAL, INC.	Florida
THE DRUCKER COMPANY, INC.	Florida

SECOND: That an Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of all applicable laws of the State of Florida.

THIRD: That the name of the surviving corporation of the merger is THE DRUCKER COMPANY INTERNATIONAL, INC., a Florida corporation, t/d/b/a "Drucker International."

FOURTH: That the Articles of Incorporation of THE DRUCKER COMPANY INTERNATIONAL, INC., a Florida corporation, which is surviving the merger, shall be the Articles of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at an office of the surviving corporation, the address of which is 200 Shadylane Drive, Philipsburg, PA 16866.

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

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TALLAHASSEE, FLORIDA

SEVENTH: The total authorized capital stock of each corporation which is a party to the merger is as follows:

THE DRUCKER COMPANY, INC. 7,500 shares without par value

THE DRUCKER COMPANY 1000 shares without par value
INTERNATIONAL, INC.

EIGHTH: That this Certificate of Merger shall be effective when filed.

Dated: January, 2006.

**THE DRUCKER COMPANY
INTERNATIONAL, INC.**

By: Kenneth J. Moscone Sr.
Kenneth J. Moscone, Sr.
President

THE DRUCKER COMPANY, INC.

By: Kenneth J. Moscone Sr.
Kenneth J. Moscone, Sr.
President

AGREEMENT AND PLAN OF MERGER

By and Among:

THE DRUCKER COMPANY INTERNATIONAL, INC.
(Surviving Corporation)

THE DRUCKER COMPANY, INC.
(Merging Corporation)

Merger Effective January 1, 2006
(for accounting purposes only)

McQuaide, Blasko, Fleming & Faulkner, Inc.
811 University Drive
State College, Pennsylvania 16801-6699
(814) 238-4926
(814) 234-5620 (FAX)

ACTION BY UNANIMOUS CONSENT IN WRITING
IN LIEU OF MEETINGS OF THE
BOARD OF DIRECTORS OF

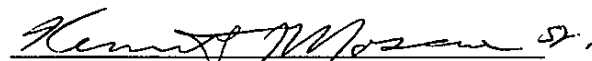
The Drucker Company International, Inc.

The undersigned, constituting all the Shareholders and Directors entitled to vote of the above-named Florida Corporation, without the formality of convening meetings, does hereby consent to the following action(s) of the Corporation and adopt the same as though such resolution(s) had been adopted at formal meetings of the Shareholders and Board of Directors of the Corporation:

Agreement and Plan of Merger

RESOLVED, that the Shareholder and sole member of the Board of Directors hereby adopts and approves the Agreement and Plan of Merger dated January 1, 2006 for the merger of The Drucker Company, Inc. with and into The Drucker Company International, Inc. and providing for an exchange of shares; and

FURTHER RESOLVED, that the Board of Directors authorize, empower and direct the President and Secretary of this Corporation to execute the Agreement and Plan of Merger and any related merger documents, to cancel and issue any necessary stock certificates, to file with the State of Florida and appropriate county offices any and all articles, amendments, certificates and all other forms and related documents required to complete the transaction on behalf of the Corporation.


KENNETH J. MOSCONE, SR.
Shareholder

DATED: January 1, 2006

ACTION BY UNANIMOUS CONSENT IN WRITING
IN LIEU OF MEETINGS OF THE
SHAREHOLDERS OF

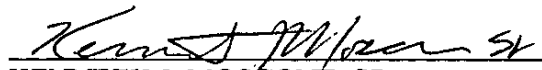
The Drucker Company, Inc.

The undersigned, constituting all the Shareholders and Directors entitled to vote of the above-named Corporation, without the formality of convening meetings, does hereby consent to the following action(s) of the Corporation and adopt the same as though such resolution(s) had been adopted at formal meetings of the Shareholders and Board of Directors of the Corporation:

Agreement and Plan of Merger

RESOLVED, that the Shareholders and Board of Directors hereby adopt and approve the Agreement and Plan of Merger dated January 1, 2006 for the merger of The Drucker Company, Inc. with and into The Drucker Company International, Inc. and providing for an exchange of shares; and

RESOLVED, that the Shareholders and Board of Directors hereby adopt and approve the Agreement and Plan of Merger dated January 1, 2006 for the merger of The Drucker Company, Inc. with and into The Drucker Company International, Inc. and providing for an exchange of shares; and


KENNETH J. MOSCONE, SR.
Shareholder

DATED: January, 2006

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated this 1st day of January, 2006 ("Effective Date"), by and among **THE DRUCKER COMPANY INTERNATIONAL, INC.**, a corporation organized and existing under the laws of the State of Florida ("Drucker International"), **THE DRUCKER COMPANY, INC.**, a corporation organized and existing under the laws of the State of Florida ("Drucker Florida"), and **KENNETH J. MOSCONE, SR.**, an individual, (the individual party hereto shall be referred to as the "Signing Shareholder" or "Shareholder").

BACKGROUND

In consideration of the mutual covenants, agreements, representations and warranties herein contained, and for the purpose of carrying out the merger of Drucker Florida with and into Drucker International (the "Merger") and setting forth certain terms and conditions of the Merger, and the mode of carrying the same into effect, the parties hereto (each a "Party" and collectively the "Parties"), intending to be legally bound, agree as follows:

ARTICLE 1

MERGER

1.01. Actions Taken. Upon performance of all covenants and obligations of the Parties contained herein and upon fulfillment of all conditions to the obligations of the Parties contained herein (other than such covenants, obligations and conditions as shall have been waived in accordance with the terms hereof), on the Effective Date and pursuant to Florida corporate statutes:

- a. Drucker Florida shall be merged with and into Drucker International, with Drucker International surviving as the "Surviving Corporation" and the name of the Surviving Corporation shall be "THE DRUCKER COMPANY INTERNATIONAL, INC."
- b. The Articles of Incorporation of Drucker International shall be the Articles of Incorporation of the Surviving Corporation and shall thereafter continue to be its Articles of Incorporation until duly amended or repealed.

c. The Bylaws of Drucker International shall be the Bylaws of the Surviving Corporation and shall thereafter continue to be its Bylaws until duly amended or repealed.

d. The director of Drucker International immediately prior to the Effective Date shall continue to serve as the sole director of the Surviving Corporation until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by law.

1.02. Terms of the Merger. Upon the Effective Date, the seven thousand five hundred (7,500) issued and outstanding shares of Drucker Florida (the "Drucker Florida Shares") shall, by virtue of the Merger and without any action on the part of the holders thereof, no longer be outstanding and shall be canceled and retired and cease to exist and shall be converted into the right to receive, upon surrender of the certificates representing the Drucker Florida Shares, seventy five (75) shares of the common stock of Drucker International.

1.03. Certain Effects of the Merger. On the Effective Date, and upon filing of appropriate documents with the Florida State Department, the separate existence of Drucker Florida shall cease, and Drucker Florida shall be merged into Drucker International which, as the Surviving Corporation, shall thereupon and thereafter possess all the rights, privileges, powers and franchises, of a public or of a private nature, and be subject to all restrictions, disabilities and duties of each of the constituent corporations and shall continue its corporate existence as a Florida corporation. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurances in law or any things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title of any property or rights of Drucker Florida, the last acting officers and directors of Drucker Florida shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

1.04. Filing of Articles of Merger. As soon as practicable after the requisite approval of the shareholders of Drucker International and Drucker Florida have been obtained and all other conditions to the merger contained herein have been satisfied (or waived), Drucker International will deliver for filing duly executed Certificates of Merger substantially in the form attached hereto as **Exhibit A** as required under operative law, and will take any other and future actions in connection therewith as may be required by Florida law to make the Merger effective as soon as practicable

thereafter. Upon receipt of certified copies of the Certificates of Merger from the State of Florida Secretary of State, Drucker International shall take the necessary steps to record one copy with the appropriate offices within Broward County, Florida. Drucker International shall also take the necessary steps to file a Certificate of Dissolution in Florida for Drucker Florida.

ARTICLE 2

EXCHANGE OF SHARES

2.01. Exchange of Shares. On the Effective Date, the shareholder of Drucker Florida shall exchange the seven thousand five hundred (7,500) issued and outstanding shares of Drucker Florida for seventy five (75) shares of the common stock of Drucker International. The 7,500 units of Drucker Florida shall, by virtue of the Merger and without any action on the part of the holders thereof, no longer be outstanding and shall be canceled and retired and cease to exist, and shall be converted into the right to receive, upon surrender of the certificates representing such shares as provided herein, the seventy five (75) shares of common stock of Drucker International. The seventy five (75) shares of Drucker International shall be distributed to the Drucker Florida member(s) in accordance with the post-merger capitalization table attached as Exhibit B.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF DRUCKER FLORIDA AND THE SIGNING SHAREHOLDERS

The Drucker Company, Inc. (Drucker Florida) and the Signing Shareholders hereby jointly and severally represent and warrant to Drucker International as follows:

3.01. Corporate Organization; Etc. Drucker Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; has full corporate power and authority to carry on its business as it is now being conducted and to own, lease or operate its properties and assets; is duly qualified or licensed to do business as a foreign corporation in good standing in every other jurisdiction in which the character or location of the properties and assets owned, leased or operated by it or the conduct of its business requires such licensing or qualification; and has heretofore delivered to Drucker International complete and correct copies of its corporate records as in full force and effect of the date hereof.

3.02. Capitalization. The authorized units of Drucker Florida consists of seven thousand five hundred (7,500) units. Seven thousand five hundred (7,500) units are issued and outstanding. All issued and outstanding units are duly authorized, validly issued, fully paid, nonassessable and are without preemptive rights. There are no other units or other equity securities of Drucker Florida outstanding; there are no outstanding options, warrants, conversion privileges or other rights to purchase or acquire any units of Drucker Florida and there are no contracts, commitments, understandings, arrangements or restrictions by which Drucker Florida is bound to issue any additional units. All of the aforesaid units have been offered, sold and delivered by Drucker Florida in compliance with all applicable federal and state securities laws.

3.03. Authorization. Drucker Florida has full corporate power and authority to enter into this Agreement and Plan of Merger and to carry out the transactions contemplated to be performed by it hereby and thereby on or prior to the Effective Date, including, without limitation, consummation of the Merger. Drucker Florida has taken all action required by law, its corporate documents or otherwise to authorize the execution and delivery of this Agreement and Plan of Merger and the transactions contemplated to be performed by them hereby and thereby on or prior to the Effective Date, including, without limitation, consummation of the Merger. This Agreement and Plan of Merger will have been on or prior to the Effective Date, duly and validly executed and delivered by Drucker Florida and no other corporate action is necessary except approval of such agreements by the Drucker Florida Shareholders. This Agreement is, and upon obtaining such shareholder approval the Plan of Merger will be, valid and binding obligations of Drucker Florida enforceable in accordance with their terms.

3.04. Title to Properties; Encumbrances. Drucker Florida has good and marketable title to or a valid leasehold interest in all its properties and assets (real, personal and mixed, tangible and intangible).

3.05. Intellectual Property Rights.

a. Drucker Florida owns, has the exclusive right to use, sell, license or dispose of, has the exclusive right to bring actions for the infringement of, and has taken all appropriate actions and made all applicable applications and filings pursuant to applicable Federal, state and local law to perfect or protect its interest in, all Intellectual Property Rights

necessary or required for the conduct of its business as presently conducted and as proposed to be conducted.

b. Neither Drucker Florida nor the Signing Shareholder has any knowledge of the infringement of any Intellectual Property Rights or the misappropriation of trade secrets by any Person. Drucker Florida is not infringing any U.S. patents, U.S. registered trademarks or trade names, or to the best knowledge of Drucker Florida and the Signing Shareholder, any unregistered trademarks or any copyrights and is not misappropriating trade secrets or other proprietary rights of any Person.

3.06. Litigation. There is no legal, administrative, arbitration or other proceeding, suit, claim, or action of any nature or investigation pending or, to the best knowledge of Drucker Florida and the Signing Shareholders, threatened (a) against Drucker Florida or its officers, employees or directors, in their capacity as such, or brought by Drucker Florida whether at law or in equity, or (b) before or by any Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, and there are no judgments, decrees, injunctions or orders of any court, governmental department, commission, agency, instrumentality or arbitrator against Drucker Florida, or which question or challenge the validity of this Agreement or any action taken or to be taken by the parties hereto on or prior to the Effective Date pursuant to this Agreement or in connection with the transactions contemplated hereby.

3.07. Accounts Receivable; Accounts and Notes Payable.

a. All of the accounts receivable and notes receivable owing to Drucker Florida and shown on the closing balance sheet constitute, and all accounts receivable and notes receivable on the Effective Date will constitute, valid and enforceable claims (subject as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally, and, with respect to the remedy of specific performance, equitable doctrines applicable thereto) arising from bona fide transactions in the ordinary course of business and shall be collectible in full by the Surviving Corporation. None of the Signing Shareholders knows of any claims, refusals to pay or other rights of setoff against any thereof.

b. All accounts payable and notes payable by Drucker Florida to third parties have arisen in the ordinary course of business and no such account payable or note payable is delinquent more than ninety (90) days in its payment.

3.08. Contracts for Services. There are no unfulfilled agreements for the provision of services entered into by Drucker Florida, or any outstanding contracts or commitments for the purchase of supplies and materials.

3.09. Disclosure. No representations or warranties by Drucker Florida or the Signing Shareholders in this Agreement and no statement contained in any document, certificate, or other writing required to be furnished by Drucker Florida to Drucker International pursuant to the provisions hereof or in connection with the transactions contemplated hereby, contain or will contain any untrue statement of material fact or omit or will omit to state any material fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

3.10. Assets of Business. The assets owned or leased by Drucker Florida constitute all of the assets held for use or used primarily in connection with the business of Drucker Florida and are adequate to carry on such business as presently conducted.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF DRUCKER INTERNATIONAL

Drucker International represents and warrants to and covenants with the Signing Shareholders as follows:

4.01. Corporate Organization; Etc. Drucker International is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

4.02. Authorization; Etc. Drucker International has full corporate power and authority to enter into this Agreement and the Plan of Merger and to carry out the transactions contemplated hereby and thereby. Drucker International has taken all action required by law, its Articles of Incorporation and Bylaws or otherwise to authorize the execution and delivery of the documents and the transactions contemplated hereby and thereby. This Agreement has been and the Plan of Merger will have been duly and validly executed and delivered and no other corporate action by Drucker International is necessary in connection herewith or will be necessary in connection therewith. This

Agreement is and the Plan of Merger will be the valid and binding obligations of Drucker International, enforceable in accordance with their terms.

4.03. Financial Resources. Drucker International has the financial resources to perform its obligations under this Agreement.

ARTICLE 5

CONDUCT OF DRUCKER FLORIDA'S BUSINESS

PENDING THE EFFECTIVE DATE

From the date of signature of any party hereto, until the Effective Date, Drucker Florida has conducted, and shall continue to conduct, its business as follows:

5.01. Regular Course of Business. Drucker Florida will carry on its business diligently and substantially in the same manner as heretofore conducted, and Drucker Florida shall not institute any new methods of service, development, purchase, sale, lease, management, distribution, accounting or operation or engage in any transaction or activity, enter into or amend any agreement or make any commitment except in the ordinary course of business and consistent with past practice.

5.02. Amendments. Drucker Florida shall not change or amend its Articles of Incorporation or Bylaws.

5.03. Capital Changes. Drucker Florida shall not issue or sell, or issue options, warrants to purchase, conversion privileges or other rights to subscribe to or enter into any arrangement or contract with respect to, any shares of its capital stock or any of its other securities, or make any other changes in its capital structure.

5.04. Dividends. Drucker Florida shall not declare, pay or set aside for payment any dividend or other distribution in respect of its capital stock nor shall Drucker Florida, directly or indirectly, redeem, purchase or otherwise acquire any shares of its capital stock.

5.05. Subsidiaries. Drucker Florida shall not organize any new subsidiary, acquire any capital stock or other equity securities of any corporation or acquire any equity ownership interest in any business.

5.06. Organization. Drucker Florida shall use its reasonable good faith efforts to preserve its corporate existence and business organizations intact, to keep available to Drucker Florida, its officers and key employees..

5.07. Certain Changes. Drucker Florida shall not:

a. Borrow or agree to borrow any funds or incur, or assume or become subject to, whether directly or by way of guarantee or otherwise, any obligation or Liability except obligations and Liabilities incurred in the ordinary course of business and consistent with past practice.

b. Pay, discharge or satisfy any Liability or obligation other than payment, discharge or satisfaction in the ordinary course of business and consistent with past practice of Liabilities or obligations that are reflected in the balance sheet.

c. Permit or allow any of its property or assets (real, personal or mixed, tangible or intangible) to be subjected to any mortgage, pledge, lien, security interest, encumbrance, restriction or charge of any kind, except for those of a kind otherwise permitted herein.

d. Write-down or write-up the value of any inventory or write off as uncollectible any notes or accounts receivable, except for write-downs, write-ups and write-offs in the ordinary course of business and consistent with past practice.

e. Cancel any debts or waive any claims or rights of substantial value or sell, transfer, or otherwise dispose of any of its properties or assets (real, personal or mixed, tangible or intangible), except in the ordinary course of business and consistent with past practice.

f. Dispose of or permit to lapse any rights to the use of any Intellectual Property Right or other intangible asset of material value, or dispose of or disclose to any Person not bound under a confidentiality agreement any Intellectual Property Right of material value not theretofore a matter of public knowledge.

g. Grant any general increase in the compensation of directors, officers or employees (including any such increase pursuant to any bonus, pension, profit-sharing, option or other plan or commitment) or any increase in the compensation payable or to become payable to any director, officer or employee, except for normal increases made to non-managerial employees in the ordinary course of business consistent with past practice.

h. Pay, loan or advance any amount to, or sell, transfer or lease any properties or assets (real, personal or mixed, tangible or intangible) to, or enter into any agreement or

arrangement with, any of its officers or directors or any Affiliate or Associate of any of its officers or directors except for directors' fees and compensation to officers.

- i. Enter into any other transaction, other than in the ordinary course of business.
- j. Agree, whether in writing or otherwise, to do any of the foregoing.

5.08. No Default. Drucker Florida shall not do any act or omit to do any act, or permit any act or omission to act, which will cause a material breach of any material contract or commitment of Drucker Florida.

5.09. Compliance with Laws. Drucker Florida shall duly comply in all material respects with all laws applicable to it and its properties, operations, business and employees.

5.10. Tax Returns; Consent. Drucker Florida shall prepare and file all federal, state, and local tax returns and amendments thereto required to be filed by it and will pay all taxes and other charges due or claimed to be due from it (and withhold all amounts required to be withheld by it) by federal, state, or local taxing authorities (including, without limitation, all income, profits, gains, franchise, transfer, stamp, service, sales, use, excise, ad valorem, property, vehicle, withholding, license and other taxes, surtaxes, levies, imports, duties, fees, charges, penalties, withholdings and other similar fees and charges of any nature whatsoever); provided, that, Drucker Florida may refuse to pay any of the aforesaid if it is contesting the same in good faith.

5.11. No Acquisitions. Drucker Florida will not approve or undertake any actions that are inconsistent with the transactions contemplated herein.

ARTICLE 6

CONDITIONS TO OBLIGATIONS

The obligations of each party to effect the transactions contemplated herein shall be subject to the satisfaction, on or before the Effective Date, of each of the following conditions:

6.01. Representations and Warranties True. The representations and warranties of the parties contained herein shall be in all material respects true and accurate as of the date of this Agreement and at and as of the Effective Date as though such representations and warranties were made at and as of such date.

6.02. Performance. Each party shall have performed and complied with all agreements, covenants, obligations and conditions required by this Agreement to be performed or complied with by it on or prior to the Effective Date.

6.03. Approval of Shareholders; Required Approvals; Board of Directors. The approval of the shareholders of each party referred and the consents, authorizations, orders and approvals of any third party, whether private or governmental, shall have been obtained.

6.04. No Legal Proceeding. No suit, action, legal investigation, or other legal proceeding by any governmental body or other Person or entity or legal or administrative proceeding shall have been instituted or overtly threatened which questions the validity or legality of the transactions contemplated hereby or which if successfully asserted would have a material adverse effect on the consummation of the transactions provided for herein.

6.05. Articles of Merger. The Articles of Merger in the form described in Section 1.04 herein and reasonably acceptable to the parties shall have been filed with and accepted for filing by the Secretary of State of the State of Florida.

ARTICLE 7

CLOSING; EFFECTIVE DATE

7.01. Closing. Unless this Agreement shall have been terminated and the Merger herein contemplated shall have been abandoned pursuant to a provision of Article 8 hereof, a closing (the "Closing") will be held no later than January 1, 2006, or such earlier date as may be agreed in writing by the parties (the "Closing Date"). The Closing shall be held at a mutually agreeable time and location, at which time the Articles of Merger will be filed by Drucker International with the Secretary of State of the State of Florida. Upon receipt of certified copies of the Articles of Merger from the Secretary of State of the State of Florida, Drucker International shall take the steps necessary to record one copy in the Recorder of Deeds office of Broward County, Florida.

7.02. Effective Date. The effective date of the Merger (the "Effective Date") shall be the time at which the filing of the Articles of Merger with the Secretary of State of the State of Florida shall have occurred, but shall be January 1, 2006, for accounting purposes only.

ARTICLE 8

TERMINATION AND ABANDONMENT

8.01. Methods of Termination. This Agreement may be terminated and the Merger herein contemplated may be abandoned at any time notwithstanding approval thereof by Drucker Florida's Shareholders, but not later than the Effective Date:

a. By mutual written consent of Drucker International, Drucker Florida, and the Signing Shareholders; or

b. By a written termination notice delivered by Drucker International on or after January 1, 2006 (the "Termination Date"), if any of the conditions provided for in Article 6 of this Agreement shall not have been satisfied or waived in writing prior to such date.

8.02. Procedure Upon Termination. In the event of termination and abandonment of the transactions provided for herein, pursuant to Section 8.01 hereof, written notice thereof shall forthwith be given to all parties (except in the case of a Section 8.01(a) termination), and this Agreement shall terminate, and the Merger shall be abandoned, without further action by the parties. If this Agreement is terminated as provided herein:

a. Each party will redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same; and

b. All Proprietary Information received by any party hereto with respect to the business of any other party or its Subsidiaries or Affiliates shall not at any time be used for the advantage of, or disclosed to third Persons by, such party for any reason whatsoever.

ARTICLE 9

INDEMNIFICATION

9.01 Indemnification.

a. From and after the Effective Date, Drucker Florida and each Signing Shareholder thereof shall jointly and severally indemnify and hold Drucker International and its successors, assigns, officers, directors and employees (collectively, the "Indemnitees") harmless from and against any and all claims, losses, damages, costs, judgments, awards, liabilities and expenses (including the expenses of defense, whether or not successful, such as attorneys' and expert

witness fees) ("Losses") resulting from or arising out of or in connection with (i) any untruth, inaccuracy or breach of any representation or warranty made by Drucker Florida in this Agreement as of the Closing Date or in any agreement or document delivered as of the Effective Date by Drucker Florida in connection herewith, and (ii) the non-performance by Drucker Florida of any covenant contained in this Agreement.

b. From and after the Effective Date, Drucker International shall indemnify and hold each Drucker Florida Signing Shareholder and their successors, assigns, officers, directors and employees (collectively, the "Indemnitees") harmless from and against any and all Losses resulting from or arising out of or in connection with (i) any untruth, inaccuracy or breach of any representation or warranty made by Drucker International in this Agreement as of the Closing Date or in any agreement or document delivered as of the Effective Date by Drucker International in connection herewith, (ii) the non-performance by Drucker International of any covenant contained in this Agreement.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.01. Expenses and Tax Liabilities. Each of the parties hereto shall bear its or their own fees and expenses in connection with the preparation and consummation of the transactions contemplated hereby, and each shall be solely responsible for the tax consequences of said merger transaction.

10.02. Amendment and Modification. Subject to applicable law, this Agreement may be amended or supplemented by written agreement of the parties hereto at any time prior to the Effective Date with respect to any of the terms contained herein.

10.03. Waiver of Compliance. Any failure of a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by a party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10.04. No Third Party Beneficiaries. Subject to the rights of Indemnitees under Article 9 hereof and to Section 10.07 hereof, nothing in this Agreement shall entitle any person other than the

parties and their respective successors and assigns permitted hereby to any claim, cause of action, remedy or right of any kind.

10.05. Survival of Representations and Warranties. The respective representations and warranties of each Party hereto contained herein shall not be deemed waived or otherwise affected by any investigation made by the another hereto. All statements contained in this Agreement or in any document or exhibit delivered pursuant hereto shall be deemed representations and warranties of the party making such statement. All warranties, representations, indemnifications and covenants contained herein shall survive the Closing and the Merger herein contemplated.

10.06. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested:

If to Drucker Florida: The Drucker Company, Inc.
200 Shadylane Drive
Philipsburg, PA 16866
Attn: Kenneth J. Moscone, Sr.

If to Drucker International: The Drucker Company International, Inc.
200 Shadylane Drive
Philipsburg, PA 16866
Attn: Kenneth J. Moscone, Sr.

or to such other person or address of the Signing Shareholders shall furnish in writing in accordance with this Section 10.06.

10.07. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties; provided, however, that Surviving Corporation shall succeed to the rights, interests and obligations of Drucker Florida on the Effective Date.

10.08. Governing Law. This Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

10.09. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.10. Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

10.11. Entire Agreement. This Agreement, including the disclosure schedules attached hereto and the exhibits, certificates and documents required hereby, 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 such subject matter.

10.12. Certain Definitions.

“Drucker International” shall be as defined in the Recitals hereof.

“Drucker Florida” shall be as defined in the Recitals hereof.

“Affiliate” or **“Associate”** shall have the meaning assigned thereto in Rule 405, as presently promulgated under the Securities Act of 1933, as amended.

“Agreement” shall mean this Agreement and Plan of Merger dated as of the date hereof, by and among the parties, as the same may be amended from time to time in accordance with the terms hereof.

“Intellectual Property Right” shall mean all industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, computer programs and other computer software, inventions, know-how, trade secrets, technology, proprietary processes and formulae.

“Liabilities” shall mean obligations of any nature (absolute, accrued, contingent or otherwise (including without limitation pension liabilities) and whether due or to become due).

“Merger” shall mean the merger of Drucker International and Drucker Florida as described in the Recitals hereof.

“Person” shall include any individual, firm, corporation, partnership, government, governmental agency or other entity, whether acting in an individual, fiduciary or any other capacity.

“Subsidiary” shall mean, as to any particular parent corporation, any corporation as to which more than fifty percent of the outstanding stock having ordinary voting rights or power (and excluding stock having voting rights only upon the occurrence of a contingency unless and until such

contingency occurs and such rights are to be exercised) at the time is owned or controlled, directly or indirectly, by such parent corporation and/or by one or more Subsidiaries.

10.13. Further Documents. The parties each agree that, from time to time, after the date hereof, at the reasonable request of any party, and without further consideration, they will execute and deliver such other documents and take such other action as may be reasonably required to carry out in all respects the transactions contemplated and intended by this Agreement.

10.14. Attorneys' Fees. Should any party hereto retain counsel for the purpose of enforcing, or preventing the breach of, any provision hereof, including, but not limited to, the institution of any action or proceeding to enforce any provision hereof, declaration of such party's rights or obligations hereunder, then, if such matter is settled by judicial determination, the prevailing party shall be entitled to be reimbursed by the other party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees.

10.15. Signatories' Authority to Execute Agreement. Each of the undersigned signatories represents and warrants that, if he is not signing on his own behalf, he has the authority to bind the entity for which he is executing this Agreement.

10.16. Arbitration of Disputes. The parties agree that any controversy or claim between the parties arising out of or relating to this Merger Agreement, or the construction or breach thereof, shall be settled by arbitration, conducted in accordance with the Commercial Rules of the American Arbitration Association before a single arbitrator at a location in Centre County, Pennsylvania. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event the claim or controversy exceeds Thirty Thousand (\$30,000.00) Dollars, the parties agree to non-binding mediation prior to arbitration. The parties may also agree to mediate disputes involving claims less than Thirty Thousand (\$30,000.00) Dollars. The parties shall share equally in the cost of mediation.

[The remainder of this page has been intentionally left blank.]

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

ATTEST:

THE DRUCKER COMPANY, INC.

By: Kenneth J. Moscone Sr.
Kenneth J. Moscone, Sr., President

SURVIVING CORPORATION:

ATTEST:

**THE DRUCKER COMPANY
INTERNATIONAL, INC.**

By: Kenneth J. Moscone Sr.
Kenneth J. Moscone, Sr., President

EXHIBIT A

ARTICLES OF MERGER
THE DRUCKER COMPANY, INC.
WITH AND INTO
THE DRUCKER COMPANY INTERNATIONAL, INC.

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes. The undersigned corporation DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
THE DUCKER COMPANY INTERNATIONAL, INC.	Florida

THE DRUCKER COMPANY, INC.	Florida
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SECOND: That an Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of all applicable laws of the State of Florida.

THIRD: That the name of the surviving corporation of the merger is THE DRUCKER COMPANY INTERNATIONAL, INC., a Florida corporation, t/d/b/a "Drucker International."

FOURTH: That the Articles of Incorporation of THE DRUCKER COMPANY INTERNATIONAL, INC., a Florida corporation, which is surviving the merger, shall be the Articles of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at an office of the surviving corporation, the address of which is 200 Shadylane Drive, Philipsburg, PA 16866.

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The total authorized capital stock of each corporation which is a party to the merger is as follows:

THE DRUCKER COMPANY, INC.

7,500 shares without par value

THE DRUCKER COMPANY
INTERNATIONAL, INC.

1000 shares without par value

EIGHTH: That this Certificate of Merger shall be effective when filed.

Dated: January, 2006.

**THE DRUCKER COMPANY
INTERNATIONAL, INC.**

By: Kenneth J. Moscone Sr.
Kenneth J. Moscone, Sr.
President

THE DRUCKER COMPANY, INC.

By: Kenneth J. Moscone Sr.
Kenneth J. Moscone, Sr.
President

EXHIBIT B

CAPITALIZATION TABLE

	Kenneth J. Moscone, Sr.	Treasury	Total Shares
Pre-Merger Drucker International	450	550	1,000
Pre-Merger Drucker Florida	7,500	0	7,500
Post Merger Drucker International	525	475	1,000
Percentage Authorized	52.5%	47.5%	
Percentage Issued	100%		