

M88079

CT CORPORATION SYSTEM

CORPORATION(S) NAME

M. Weingold & Co.

400006761024--2

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|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input 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 checked="" 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 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 _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

7/29/02

Order#: 5508722

Ref#: _____

Amount: \$ _____

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

02 JUL 29 PM 2:15

FILED

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

Removing
m88079 from
merger originally
filed on 6/25/02
eff 6/30/02

Spayne
Articles of
Correction
7/30/02

ARTICLES OF CORRECTION

This correction submitted by the undersigned corporation is submitted pursuant to Section 607.0124 of the Florida Statutes. The undersigned entity seeks to correct a document which is an incorrect record of the entity action and contains an incorrect statement regarding parties to the Articles of Merger, filed by the Florida Department of State on June 25, 2002, effective date June 30, 2002, for M. Weingold & Co., the surviving entity.

ARTICLE FIRST

The name of the party erroneously included in the Articles of Merger is Buckeye Welding and Fabrication Company, organized under the laws of the State of Florida, filed on July 1, 1988, effective June 29, 1988, charter number M88079.

ARTICLE SECOND

The incorrect statements in the Articles of Merger are as follows:

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
MW Acquisition, Inc.	Florida
Buckeye Welding and Fabricating Company	Florida
Weingold Services, Inc.	Florida

The statement is incorrect due to the erroneous inclusion of Buckeye Welding and Fabricating Company as a party to the merger.

ARTICLE THIRD

The correct statement is as follows:

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
MW Acquisition, Inc.	Florida
Weingold Services, Inc.	Florida

The statement is corrected by submitting the attached Articles of Merger.

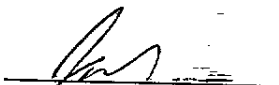



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE FOURTH

All of the issued and outstanding shares of M. Weingold & Co., MW Acquisition, Inc., Buckeye Welding and Fabricating Company and Weingold Services, Inc. are owned by Jack Weingold, as Trustee of the JW Trust, dated December 12, 1998.

ARTICLE FIFTH

SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
M. Weingold & Co.		Jack Weingold, Vice President
MW Acquisition, Inc.		Jack Weingold, Vice President
Buckeye Welding and Fabricating Company		Jack Weingold, Vice President
Weingold Services, Inc.		Jack Weingold, Vice President

ARTICLES OF MERGER (Profit Corporation)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
M. Weingold & Co.	Florida

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
MW Acquisition, Inc.	Florida
Weingold Services, Inc.	Florida


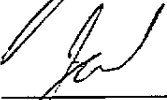
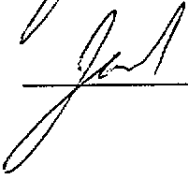
Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on June 30, 2002.

Fifth: Adoption of merger by surviving corporation. The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on July 25, 2002.

Sixth: Adoption of Merger by merging corporation. The Agreement and Plan of Merger was adopted by the shareholders of the merging corporations on June 25, 2002.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation.</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
M. Weingold & Co.		Jack Weingold, Vice President
MW Acquisition, Inc.		Jack Weingold, Vice President
Weingold Services, Inc.		Jack Weingold, Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 25th day of July, 2002, by and between MW ACQUISITION, INC., a Florida corporation ("MWA"), and WEINGOLD SERVICES, INC. a Florida corporation ("WSI") (the "Merging Corporations") and M. WEINGOLD & CO., a Florida corporation (the "Surviving Corporation"). The Surviving Corporation and the Merging Corporations are sometimes collectively referred to herein as the "Constituent Corporations."

RECITALS

A. The Articles of Incorporation of MWA as filed with the Secretary of State of Florida on February 10, 1999, authorize the issuance of one thousand (1,000) common shares, without par value, of which one hundred (100) are issued and outstanding. All of the issued and outstanding shares are owned by Jack Weingold, as Trustee of the JW Trust, dated December 12, 1998.

B. The Articles of Incorporation of WSI as filed with the Secretary of State of Florida on December 14, 1988, authorize the issuance of one thousand (1,000) common shares, with a par value of \$1.00 per share, of which one hundred (100) shares are issued and outstanding. All of the issued and outstanding shares are owned by Jack Weingold, as Trustee of the JW Trust, dated December 12, 1998.

C. The Articles of Incorporation of the Surviving Corporation, as filed with the Secretary of State of Florida on July 1, 1988, authorize the issuance of one thousand (1,000) common shares, of which one hundred and twenty-five (125) shares are now issued and outstanding. All of the issued and outstanding shares of common stock of the Surviving Corporation are owned of record by Jack Weingold, as Trustee of the JW Trust, dated December 12, 1988.

D. The Merging Corporations desire to merge with and into the Surviving Corporation in accordance with the provisions of this Agreement.

E. The Board of Directors of each of the Constituent Corporations have approved this Agreement and have directed that this Agreement be submitted to the Shareholders for their approval and adoption.

PROVISIONS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Constituent Corporations agree to the terms and conditions of the Merger and the mode of carrying the same into effect as follows:

ARTICLE I

Merger.

The Constituent Corporations shall be merged into a single corporation in accordance with the applicable provisions of the Florida Business Corporation Act of the State of Florida by the Merging Corporations merging with and into the Surviving Corporation (the "Merger").

ARTICLE II

Name of the Surviving Corporation.

The name of the Surviving Corporation shall continue to be M. WEINGOLD & CO.

ARTICLE III

Effective Date.

The effective date of the Merger shall be at the close of business on June 30, 2002, ("Effective Date").

ARTICLE IV

Effect of Merger.

Upon the Effective Date, the separate existence of the Merging Corporations shall cease, and the Surviving Corporation shall succeed, without further act or deed, to all of the rights, privileges, immunities, powers, authority, assets and property of the Merging Corporations of every description and wherever located, and shall be subject to all of the debts, obligations and liabilities of the Merging Corporations in the same manner as if the Surviving Corporation had itself incurred them.

ARTICLE V

Articles of Incorporation of the Surviving Corporation.

The Articles of Incorporation of the Surviving Corporation, as in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation, unless and until subsequently amended.

ARTICLE VI

Bylaws of the Surviving Corporation.

The Bylaws of the Surviving Corporation, as in effect on the Effective Date, shall continue in full force and effect as the Bylaws of the Surviving Corporation, unless and until subsequently amended or repealed.

ARTICLE VII

Submission to the Shareholder.

This Agreement shall be submitted to the Shareholders of each of the Constituent Corporations, for their approval and adoption in the manner provided by the applicable provisions of the Florida Business Corporation Act of the State of Florida.

ARTICLE VIII

Directors and Officers of the Surviving Corporation.

The Directors and Officers of the Surviving Corporation in office on the Effective Date of the Merger shall continue in office until their successors have been duly elected and qualified.

ARTICLE IX

Statutory Agent of the Surviving Corporation.

The Statutory Agent of the Surviving Corporation on the Effective Date shall be CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324, upon whom any process, notice or demand required or permitted by statute to be served upon the Surviving Corporation may be served.

ARTICLE X

Status of Outstanding Capital Stock.

On the Effective Date:

(a) Each common share of the Surviving Corporation which is outstanding immediately prior to the Effective Date shall continue to be outstanding and shall not be modified or affected by the Merger.

(b) Each common share of the Merging Corporations which is outstanding immediately prior to the Effective Date shall be canceled and no shares of the Surviving Corporation shall be issued to the Shareholder in exchange therefor.

ARTICLE XI

Additional Obligations of Merging Corporations.

From time to time and at any time before or after the Effective Date, as and when requested by the Surviving Corporation, or by its successors or assigns, the Merging Corporations shall execute and deliver or cause to be executed and delivered, such deeds or other instruments and shall take or cause to be taken such further or other action as the Surviving Corporation shall deem necessary or desirable in order to vest in, perfect in or confirm to the Surviving Corporation, title to and possession of any assets or property of the Merging Corporations acquired or to be acquired by reason of, or as a result of, the Merger provided for herein and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE XII

Abandonment of Merger.

Anything herein or elsewhere contained to the contrary notwithstanding, this Agreement may, at any time prior to the filing of the Certificate of Merger with the Secretary of State of Florida, be terminated and abandoned by the Board of Directors of either of the Constituent Corporations.

ARTICLE XIII

Execution.

For the convenience of the Constituent Corporations and for recording and filing purposes, any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed to be an original hereof.

ARTICLE XIV

Miscellaneous.

(a) Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida, without regard to the conflicts of law principles thereof.

(b) Captions. The Article and paragraph captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(c) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(d) Severability. Each provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any provision of this Agreement shall be held invalid or unenforceable under any applicable present or future law, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement. This Agreement shall be carried out as if such invalid or unenforceable provision was not contained herein and such other provisions of this Agreement as may remain otherwise operable shall continue to be given full force and effect and to bind the parties hereto.

(e) Entire Agreement. This Agreement contains the entire understanding and agreement among the parties to this Agreement with respect to the subject matter contained herein. All negotiations among the parties concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto among the parties, other than those incorporated in this Agreement.

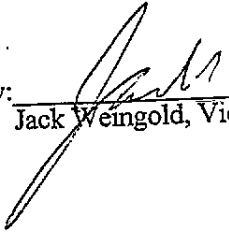
(f) Amendments. No amendment of this Agreement shall be binding unless executed in a writing signed by all of the parties hereto and attached to this Agreement.

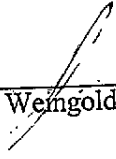
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IN WITNESS WHEREOF, each of the Constituent Corporations have caused this Agreement to be duly executed by its Vice Presidents as of the day and year first written above.

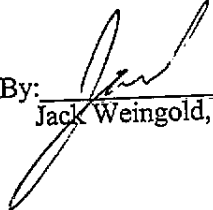
M. WEINGOLD & CO.

— MW ACQUISITION, INC.

By: 
Jack Weingold, Vice President

By: 
Jack Weingold, Vice President

WEINGOLD SERVICES, INC.

By: 
Jack Weingold, Vice President