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Division of Corporations

No. 0018 P 1/6
Page 1 of 2

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MERGER OR SHARE EXCHANGE
PROTECTION TECHNOLOGIES CORPORATION

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	\$78.75

Merger

10-16-00

DC 10/10/2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

CORNWALL ACQUISITION CORP., a Florida corporation, P00000096014

INTO

PROTECTION TECHNOLOGIES CORPORATION, a Florida entity,
P00000058453

File date: October 13, 2000

Corporate Specialist: Darlene Connell

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**ARTICLES OF MERGER
of
CORNWALL ACQUISITION CORP.
and
PROTECTION TECHNOLOGIES CORPORATION**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the domestic corporations named herein adopt the following Articles of Merger:

FIRST: Annexed hereto and made a part hereof is the Agreement and Plan of Merger dated July 27, 2000 between Cornwall Acquisition Corp., a Florida corporation, and Protection Technologies Corporation, a Florida corporation.

SECOND: The merger of Protection Technologies Corporation with and into Cornwall Acquisition Corp. is permitted by and in compliance with the laws of Florida.

THIRD: The merger shall be effective upon filing with the Florida Department of State.

FOURTH: The Agreement and Plan of Merger was adopted by written consent by the sole shareholder of each of Protection Technologies Corporation and Cornwall Acquisition Corp. on July 27, 2000.

FIFTH: The surviving corporation of the merger is Protection Technologies Corporation, a Florida corporation.

IN WITNESS WHEREOF, said corporations to this merger have caused these Articles of Merger to be signed this 27th day of July, 2000.

Protection Technologies Corporation

By: 
Gary Fink, President

Cornwall Acquisition Corp.

By: 
David Shopay, President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("this Agreement") is made and entered into as of July 27, 2000, between Cornwall Acquisition Corp., a Florida corporation ("Cornwall"), and Protection Technologies Corporation, a Florida corporation ("PTI"). Cornwall and PTI are from time to time herein referred to as the "Constituent Corporations."

RECITALS

A. Cornwall is a corporation duly organized and existing under the laws of the State of Florida and, on the date hereof, has authority to issue 500 shares of common stock, \$1.00 par value per share ("Cornwall Common Stock"), of which 500 shares are issued and outstanding as of the date hereof.

B. PTI is a corporation duly organized and existing under the laws of the State of Florida and, on the date hereof, has authority to issue 500 shares of common stock, par value \$1.00 per share ("PTI Common Stock"), of which 500 shares are issued and outstanding.

C. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that Cornwall be merged with and into PTI.

D. Each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Plan of Merger embodied in this Agreement.

AGREEMENT

In consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

1. THE MERGER

1.1 THE MERGER

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Cornwall shall be merged with and into PTI in accordance with the applicable laws of the States of Florida (the "Merger"). The separate existence of Cornwall shall cease, and PTI shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Florida.

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1.2 EFFECTIVE DATE

The Merger shall become effective on the date and at the time of filing of appropriate Articles of Merger with the Secretary of State of the State of Florida (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such State prerequisite to such filings, including without limitation the approval of the shareholders of the Constituent Corporations.

1.3 ARTICLES OF INCORPORATION

On the Effective Date, the Articles of Incorporation of PTI, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

1.4 BYLAWS

On the Effective Date, the Bylaws of PTI, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.5 DIRECTORS AND OFFICERS

The directors and officers of PTI immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

2. CONVERSION OF SHARES

2.1 CORNWALL COMMON STOCK

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Cornwall Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the common stock of the Surviving Corporation, par value of \$1.00 per share ("Survivor Stock").

2.2 PTI COMMON STOCK

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of PTI Common Stock outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

2.3 EXCHANGE OF CERTIFICATES

Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Time, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

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3. EFFECT OF THE MERGER

3.1 RIGHTS, PRIVILEGES, ETC.

On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Cornwall and PTI; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Cornwall and PTI on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in Cornwall or PTI, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Cornwall and PTI shall be preserved unimpaired, and all liens upon the property of Cornwall or PTI shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 FURTHER ASSURANCES

From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Cornwall such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Cornwall and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Cornwall or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. GENERAL

4.1 ABANDONMENT

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Cornwall or PTI or both, notwithstanding the approval of this Agreement by the shareholders of Cornwall and PTI.

4.2 AMENDMENT

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either Cornwall or PTI or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

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4.3 GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

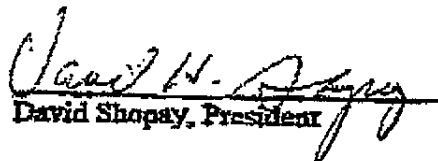
4.4 COUNTERPARTS

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written.

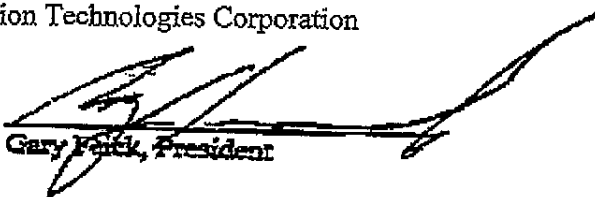
Cornwall Acquisition Corp.

By:


David Shopay, President

Protection Technologies Corporation

By:


Gary Peck, President

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