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PO0000DD63472

June 29, 2000

Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: General Industries of Naples, Inc.

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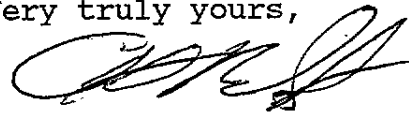
Dear Corporate Division:

Enclosed please find the original and two (2) copies of the Articles of Merger and the Plan and Agreement of Merger for the above-named business. I have also enclosed a check for Filing Fee (\$70.00) and Certified Copy (\$11.75) in the amount of \$81.75.

In addition, I have enclosed one (1) additional copy of Articles of Merger. To evidence your receipt of this letter please date-stamp the extra copy of the Articles of Merger and forward it to me in the enclosed self-addressed stamped envelope.

Before you effectuate the Merger, please note that Articles of Incorporation for General Industries of Naples, Inc. were sent to your office via overnight (Monday) delivery on Friday, June 23, 2000. As of this date, I have not received confirmation that General Industries of Naples, Inc. was both received and filed by your office. Therefore, please check the status of General Industries of Naples, Inc., prior to filing the enclosed merger documents.

If you have any questions, please feel free to call me collected at my Pittsburgh office telephone number (412-782-5498). Your consideration in this matter will be greatly appreciated.

Very truly yours,


Christopher M. Swart

CMS/rf

Enclosures

MS
Merger
13

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JUL - 3 PM 1:04
TALLAHASSEE, FLORIDA
FILED
JUL - 3 PM 1:04
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

GENERAL INDUSTRIES, INC., a Non Qualified Pennsylvania entity.

INTO

GENERAL INDUSTRIES OF NAPLES, INC., a Florida entity, P00000063472

File date: July 3, 2000

Corporate Specialist: Carol Mustain

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

General Industries
of Naples, Inc.



Ronald A. Cindrich, Sr., Pres.

General Industries,
Inc.



Ronald A. Cindrich, Sr., Pres.

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is made and entered into as of the 29th day of June, 2000, by and between GENERAL INDUSTRIES, INC. ("GII"), a Pennsylvania Business Corporation, and GENERAL INDUSTRIES OF NAPLES, INC. ("GIN"), a Florida Business Corporation, with GII and GIN sometimes collectively referred to as the "Constituent Entities," and GIN sometimes referred to as the "Survivor".

W I T N E S S E T H:

WHEREAS, GII is a Business Corporation organized and existing under and in accordance the Pennsylvania Business Corporation Law, as amended ("the "PBCL");

WHEREAS, GIN is a Business Corporation organized and existing under and in accordance with the Florida Business Corporation Act, as amended (the "FBCA");

WHEREAS, the Board of Directors of both GII and GIN, respectively, have approved this Plan and Agreement of Merger (this "Plan");

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

WHEREAS, GIN, in its capacity as the owner of all of the issued and outstanding Shares in GII (the "Sole Shareholder"), has adopted this Plan in accordance with the applicable provisions of both the PBCL and FBCA which permits such a merger; and,

WHEREAS, the owner of all of the issued and outstanding Shares in GIN (the "Beneficiary"), has adopted this Plan in accordance with the applicable provisions of both the PBCL and FBCA which permits such a merger.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, the parties covenant and agree as follows:

1. MERGER:

GII shall upon and subject to the terms and conditions set forth in this Plan be merged with and into GIN (the "Merger"), and GIN shall be the Survivor of said Merger and shall continue to do business as, and under the name of, "General Industries of Naples, Inc.", a Business Corporation organized under the laws of the State of Florida. Except as continued by operation of law, the separate existence of GII shall cease from and after the "Effective Date," as such term is defined below.

2. EFFECTIVE DATE:

The Merger provided for in this Plan shall become effective upon the later of July 1, 2000, or the filing of Articles of Merger with the Florida Department of State, Division of Corporations (the "Effective Date"). GII and GIN recognize that the filing of Articles of Merger with the Pennsylvania Department of State, Corporation Bureau will be delayed until such time as GII has filed its final income tax return with the Pennsylvania Department of Revenue and GII has obtained Tax Clearance Certificates from both the Pennsylvania Department of Revenue and the Pennsylvania Department of Labor and Industry. GII and GIN agree that, notwithstanding the delay associated with the filing of Articles of Merger in Pennsylvania, the Merger shall be effective on the Effective Date.

3. ARTICLES OF INCORPORATION:

(a) The Articles of Incorporation of GIN shall constitute, from and after the Effective Date and until further amended in accordance with applicable law, the Articles of Incorporation of the Survivor (the "Articles of Incorporation").

(b) The By-laws of GIN as in effect on the Effective Date shall constitute, from and after the Effective Date and until further amended in accordance with applicable laws, the By-laws of the Survivor (the "By-laws").

4. CANCELLATION, EXTINGUISHMENT AND CONVERSION OF SHARES:

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each Share of GII issued and outstanding on the Effective Date and all rights to acquire shares, obligations, or other securities of GII, if any, shall be canceled, extinguished and converted into equivalent rights to acquire shares of GIN as of the Effective Date by virtue of the Merger and without any action on the part of the holder thereof.

5. BOARD OF DIRECTORS AND OFFICERS:

The Board of Directors and Officers of GIN on the Effective Date shall be, after the Effective Date, the Board of Directors and Officers of the Survivor. Such Directors and Officers shall serve in such capacities until their successors shall have been duly elected and qualified according to the Articles of Incorporation and the By-laws of GIN.

6. EFFECT OF MERGER:

(a) Upon the Effective Date:

(i) The Survivor shall possess all the rights, privileges, powers and franchises, of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Entities;

(ii) All property, real, personal and mixed, and all debts due to either Constituent Entity on whatever account, including all choses in action and other things belonging to the Constituent Entities, shall be vested in the Survivor;

(iii) All property rights, privileges, powers and franchises, and every other interest of each of the Constituent Entities shall be, from and after the Effective Date, the property of the Survivor, and the title to any real estate vested by deed or otherwise in the Constituent Entities shall not revert or be impaired in any way by this Plan or the Merger provided for herein; but all rights of creditors and all liens upon any property of either Constituent Entity shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall, from and after the Effective Date, attach to and become the debts, liabilities and duties of the Survivor, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; and,

(iv) All transfers and vesting in the Survivor referred to herein shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision of any contract, agreement, decree, order or other instrument to which either or both of the Constituent Entities are bound.

(b) Upon the Effective Date, the accounting entries with respect to the assets, liabilities, capital, surplus and any and all other items of the Constituent Entities shall be taken up on the books of the Survivor at the amounts which they, respectively, are then carried on the books of said Constituent Entities, subject to such adjustments as may be appropriate in giving effect to the Merger.

(c) Nothing in this Plan, however, shall be deemed to limit the generality of the property and rights hereby vested in, and liabilities assumed by, the Survivor pursuant to the provisions of the laws applicable to the Merger, or to exclude any other defects, obligations, liabilities or duties provided by law as incident to or resulting from such Merger and not specifically mentioned in this Plan.

7. PRIOR CORPORATE ACTS:

All corporate acts, plans, policies, approvals and authorizations of GII and GIN, and GII's and GIN's Board of Directors, committees appointed by such Directors and their respective Officers and Agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and

authorizations of the Survivor and shall be as effective and binding thereon as the same were with respect to GII and GIN. The employees of GII and GIN shall become the employees of the Survivor and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of GII and GIN.

8. FURTHER ASSURANCES:

If at any time the Survivor shall determine or be advised that any further instruments of transfer, assignments or assurances in law or any other acts or things are necessary or desirable to vest or to perfect or confirm or record or authorize in the Survivor title to any property, rights, privileges, powers, franchises or any other interests of GII or otherwise to carry out the provisions of this Plan, GII and its Directors and Officers as and when requested by the Survivor shall execute and deliver any and all such instruments of transfer, assignments, assurances or other instruments.

9. AMENDMENT:

(a) Subject to the provisions contained in Subsection 9(b) below, at any time prior to the Effective Date, this Plan may be amended in any manner as may be determined in the joint judgment of the Board of Directors of both GII and GIN to be

necessary, desirable or expedient in order to facilitate the purposes and intent of this Plan.

(b) Notwithstanding the provisions contained in Subsection 9 (a) above, any action taken pursuant to said Subsection shall not:

(i) alter or change the amount or kind of shares, obligations, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of any class or series of the Constituent Entities;

(ii) alter or change any term of the Articles of Incorporation of the Survivor; or

(iii) alter or change any of the terms and conditions of this Plan if such alteration or change would adversely affect the holders of any shares of either of the Constituent Entities.

10. TERMINATION:

At any time before the Effective Date, this Plan may be terminated and the Merger may be abandoned by the decision of the Board of Directors of both GII and GIN, notwithstanding approval of this Plan by the Beneficiary and the Sole Shareholder.

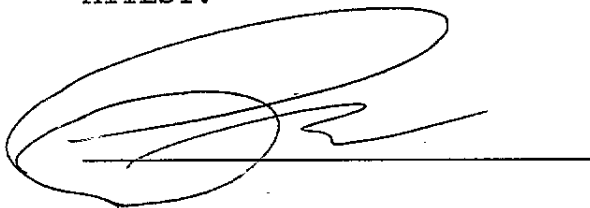
11. COUNTERPARTS:

This Plan may be executed in any number of counterparts, each of which shall be deemed an original and all

of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, GII and GIN, pursuant to the approval and authority duly given by resolutions adopted by the Board of Directors of both GII and GIN, the Sole Shareholder and the Beneficiary, have caused this Plan and Agreement of Merger to be executed on their behalf in each case as of the day and year first above written.

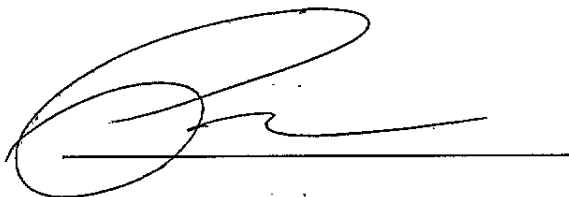
ATTEST:



GENERAL INDUSTRIES, INC.
a Pennsylvania Business Corporation

By Ronald G. Cundick Sr.

ATTEST:



GENERAL INDUSTRIES OF NAPLES, INC.,
a Florida Business Corporation

By Ronald G. Cundick Sr.