

P00000063472

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January 15, 2001

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

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-01/19/01--01086--006
*****81.75 *****78.75

Re: General Industries of Naples, Inc.

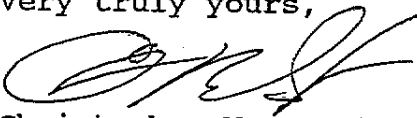
Dear Corporate Division:

Enclosed please find the original and one (1) copy of the Articles of Amendment for the Florida Business Corporation known as General Industries of Naples, Inc. I have enclosed my check in the amount of \$43.75 for the Filing Fee (\$35.00) and a Certified copy (\$8.75).

Once the Articles of Amendment have been filed, I would like to file a Merger for the same Corporation. Therefore, I have also enclosed the original and two (2) copies of the Articles of Merger and the Plan and Agreement of Merger for the Florida Business Corporation known as General Industries of Naples, Inc. I have also enclosed a check in the amount of \$81.75 which represents the Filing Fee (\$70.00) and a Certified Copy Fee (\$8.75 plus \$3.00 for three (3) extra pages).

In addition, I have enclosed an additional copy of both the Articles of Amendment and the Articles of Merger. To evidence your receipt of this letter, please date-stamp the extra copy of both the Articles of Amendment and the Articles of Merger and please forward them to me in the enclosed self-addressed stamped envelope.

If you have any questions, please feel free to call me collect 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

Merger
LFS
1-24-2001

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
01 JAN 19 PM 4:33

ARTICLES OF MERGER
Merger Sheet

MERGING:

A. J. CINDRICH, INC., a Pennsylvania corporation (not qualified to transact
business in Florida)

INTO

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

File date: January 19, 2001

Corporate Specialist: Louise Flemming-Jackson

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

01 JAN 19 PM 4:33

ARTICLES OF MERGER
(Profit Corporations)

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 is:

<u>Name</u>	<u>Jurisdiction</u>
General Industries of Naples, Inc.	Florida

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
A. J. Cindrich, Inc.	Pennsylvania

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on January 12, 2001

~~The Plan of Merger was adopted by the board of directors of the surviving corporation on
XXXXXXXXXXXXXXXXXXXX and shareholder approval was not required.~~

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 12, 2001

~~The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
XXXXXXXXXXXXXXXXXXXX and shareholder approval was not required.~~

(Attach additional sheets if necessary)

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

IN WITNESS WHEREOF, AJCI and GIN, pursuant to the approval and authority duly given by resolutions adopted by the Board of Directors of both AJCI 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:

A. J. CINDRICH, INC.,
a Pennsylvania Business Corporation

Harlene Cindrich

By *Ronald A. Cindrich Sr. Pres*
Ronald A. Cindrich, Sr., President

ATTEST:

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

Harlene Cindrich

By *Ronald A. Cindrich Sr. Pres*
Ronald A. Cindrich, Sr., President

WITNESS:

Sole Shareholder and Beneficiary

Harlene Cindrich

Ronald A. Cindrich Sr.
Ronald A. Cindrich, Sr.

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is made and entered into as of the 12th day of January, 2001, by and between A. J. CINDRICH, INC. ("AJCI"), a Pennsylvania Business Corporation, and GENERAL INDUSTRIES OF NAPLES, INC. ("GIN"), a Florida Business Corporation, with AJCI 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, AJCI is a Business Corporation organized and existing under and in accordance with 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, pursuant to the PBCL, GIN has previously filed with the Pennsylvania Department of State, Corporation Bureau, an Application for Certificate of Authority, Foreign Corporation, to register to do business in the Commonwealth of Pennsylvania;

Exhibit "A"

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

WHEREAS, Ronald A. Cindrich, Sr., in his capacity as the owner of all of the issued and outstanding Shares in AJCI (the "Sole Shareholder"), has adopted this Plan in accordance with the applicable provisions of both the PBCL and FBCA which permits such a merger;

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; and,

WHEREAS, this Plan and Agreement of Merger is being executed by the Constituent Entities in duplicate original format so that an identical original can be filed with both the Florida Department of State, Division of Corporations and the Pennsylvania Department of State, Corporation Bureau.

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:

AJCI 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 AJCI 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 filing of the Articles of Merger and this Plan and Agreement of Merger with both the Florida Department of State, Division of Corporations and the Pennsylvania Department of State, Corporation Bureau (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 AJCI issued and outstanding on the Effective Date and all rights to acquire shares, obligations, or other securities of AJCI, if any, shall be canceled and extinguished 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 AJCI and GIN, and AJCI'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 AJCI and GIN. The employees of AJCI 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 AJCI 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 AJCI or otherwise to carry out the provisions of this Plan, AJCI 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 AJCI 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 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 AJCI 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, AJCI and GIN, pursuant to the approval and authority duly given by resolutions adopted by the Board of Directors of both AJCI 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:

A. J. CINDRICH, INC.,
a Pennsylvania Business Corporation

Darlene Cindrich

By *Ronald A. Cindrich Sr. Pres*
Ronald A. Cindrich, Sr., President

ATTEST:

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

Darlene Cindrich

By *Ronald A. Cindrich Sr. Pres*
Ronald A. Cindrich, Sr., President

WITNESS:

Sole Shareholder and Beneficiary

Darlene Cindrich

Ronald A. Cindrich Sr.
Ronald A. Cindrich, Sr.