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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

05 OCT 31 PM 12:47

DEPARTMENT OF REVENUE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Meizer

G. Goulette NOV 04 2005



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 679939 7129309

AUTHORIZATION

Patricia Pigute

COST LIMIT : \$ 78.75

ORDER DATE : October 31, 2005

ORDER TIME : 10:47 AM

ORDER NO. : 679939-010

CUSTOMER NO: 7129309

ARTICLES OF MERGER

LORBAR, INC.

INTO

LORBAR CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

October 31, 2005

CSC
ATTN: TROY
TALLAHASSEE, FL

SUBJECT: LORBAR CORPORATION
Ref. Number: P03000014427

RESUBMIT

RECEIVED
05 NOV -3 PM 4:25
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

We have received your document for LORBAR CORPORATION . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

We need the Plan of Merger as well as the Articles of Merger. You will also need to show the manner of adoption and if shareholder action was'nt necessary, you need that statement.

please give date of adoption by the shareholders or a statement that shareholder action not req
Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 605A00065506

ADDED TO PLAN C MER

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05 NOV -2 PM 12:50
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

THIS ARTICLES OF MERGER dated October 28, 2005 by and between Lorbar Corporation, a Florida corporation ("Lorbar-Florida") and Lorbar, Inc., a Connecticut corporation ("Lorbar-Connecticut") is entered into pursuant to Florida Statutes §607.1105 and §607.0120.

1. Lorbar-Florida and Lorbar-Connecticut adopted the Plan of Merger on October 28 2005, setting forth,

(a) Lorbar-Florida and Lorbar-Connecticut have agreed that Lorbar-Connecticut shall merge into Lorbar-Florida in accordance with the applicable laws of the State of Florida and the State of Connecticut;

(b) The manner and basis of converting and exchanging the shares of Lorbar-Connecticut into shares of Lorbar-Florida shall be as follows:

(i) On the effective date one share of Lorbar-Connecticut common stock, issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of the shares of Lorbar-Connecticut stock, shall be converted into and exchanged for one share of Lorbar-Florida stock, par value \$1.00 per share.

(ii) Each issued and outstanding share of common stock, par value \$1.00 per share, of Lorbar-Florida shall continue as one share of common stock, par value \$1.00 per share of the Surviving Corporation.

2. The effective date of this Articles of Merger shall be the later of November 1, 2005 or the date of filing with the Secretary of State.

3. The date of adoption of the Plan of Merger was October 28 2005.

IN WITNESS WHEREOF, Lorbar-Florida and Lorbar-Connecticut acting through their duly authorized officers, representing all parties to this Articles of Merger.

Lorbar Corporation, a Florida Corporation

By: [Signature]
Name: Richard E. Greene
Title: President

By: [Signature]
Name:
Title: Secretary

Lorbar Inc., a Connecticut corporation

By: [Signature]
Name: Richard E. Greene
Title: President

By: [Signature]
Name:
Title: Secretary

**LORBAR, INC.
SHAREHOLDER'S AND DIRECTOR'S RESOLUTION
FOR MERGER OF CORPORATIONS**

The undersigned, being the Shareholders and Directors of Lorbar, Inc., a Connecticut corporation, do hereby adopt the following resolutions:

Merger of the Corporations

RESOLVED, that the officers of Lorbar, Inc. are directed to merge Lorbar Corporation, a Florida corporation and Lorbar, Inc., a Connecticut corporation; be it further

RESOLVED, that the merger shall merge Lorbar, Inc. into Lorbar Corporation; be it further

RESOLVED, that the Shareholders of Lorbar, Inc. shall exchange one share of Capital Stock of Lorbar, Inc. for one share of Capital Stock of Lorbar Corporation; be it further

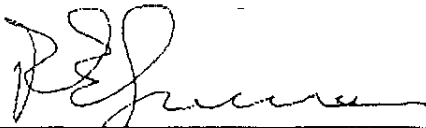
RESOLVED, that the effective date of the merger shall be the later of November 1, 2005, or the date of filing of the Articles of Merger with the Secretary of State of Florida; be it further

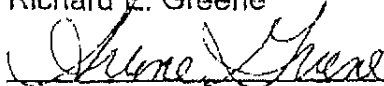
RESOLVED, that the directors and officers have all powers and authority needed to complete the merger of the two corporations and are specifically authorized to execute and deliver the Plan and Agreement of Merger dated October 28, 2005, attached hereto as Exhibit "A" and Articles of Merger dated October 28, 2005, attached hereto as Exhibit "B"; be it further

RESOLVED, that this resolution is pursuant to the Plan of Merger adopted by Lorbar, Inc. and Lorbar Corporation.

IN WITNESS WHEREOF, the undersigned has executed these resolutions as the unanimous written action of the Shareholders and Directors of Lorbar, Inc.

Dated: October 28, 2005.



Richard E. Greene


Arlene Greene

**LORBAR CORPORATION
SHAREHOLDER'S AND DIRECTOR'S RESOLUTION
FOR MERGER OF CORPORATIONS**

The undersigned, being the Shareholders and Directors of Lorbar Corporation, a Florida corporation, do hereby adopt the following resolutions:

Merger of the Corporations

RESOLVED, that the officers of Lorbar Corporation are directed to merge Lorbar Corporation, a Florida corporation and Lorbar, Inc., a Connecticut corporation; be it further

RESOLVED, that the merger shall merge Lorbar, Inc. into Lorbar Corporation; be it further

RESOLVED, that the Shareholders of Lorbar, Inc. shall exchange one share of Capital Stock of Lorbar, Inc. for one share of Capital Stock of Lorbar Corporation, be it further

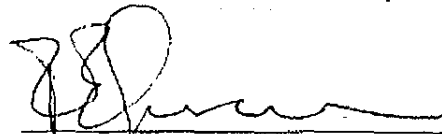
RESOLVED, that the effective date of the merger shall be the later of November 1, 2005, or the date of filing of the Articles of Merger with the Secretary of State of Florida; be it further

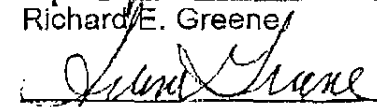
RESOLVED, that the directors and officers have all powers and authority needed to complete the merger of the two corporations and are specifically authorized to execute and deliver the Plan and Agreement of Merger dated October 28, 2005, attached hereto as Exhibit "A" and Articles of Merger dated October 28, 2005, attached hereto as Exhibit "B"; be it further

RESOLVED, that this resolution is pursuant to the Plan of Merger adopted by Lorbar, Inc. and Lorbar Corporation.

IN WITNESS WHEREOF, the undersigned has executed these resolutions as the unanimous written action of the Shareholders and Directors of Lorbar Corporation.

Dated: October 28, 2005.



Richard E. Greene


Arlene Greene

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (hereafter "Agreement") dated October 28, 2005, by and between Lorbar, Inc., a Connecticut corporation ("Lorbar-Connecticut") and Lorbar Corporation, a Florida corporation ("Lorbar-Florida").

WITNESSETH:

WHEREAS Lorbar-Connecticut is a corporation duly organized and existing under the laws of the State of Connecticut; and

WHEREAS Lorbar-Florida is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS Lorbar-Connecticut and Lorbar-Florida have agreed that Lorbar-Connecticut shall merge into Lorbar-Florida upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida and the State of Connecticut.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transactions described above, Lorbar-Connecticut and Lorbar-Florida, agree as follows:

1. Lorbar-Connecticut and Lorbar-Florida agree that Lorbar-Connecticut shall be merged into Lorbar-Florida as a single corporation, upon the terms and conditions of this Agreement and Lorbar-Florida shall continue under the laws of the State of Florida as the Surviving Corporation (the "Surviving Corporation"), and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and stock of the Surviving Corporation shall be as appears in the articles of incorporation of Lorbar-Florida as on file with the office of the Secretary of State of Florida on the date of this Agreement. The terms and provisions of the articles of incorporation are incorporated into this Agreement.

b. The bylaws of Lorbar-Florida in effect on the effective date shall be the bylaws of the Surviving Corporation until they shall be altered, amended or repealed or until new bylaws are adopted as provided in them.

c. The persons who constitute the board of directors of Lorbar-Florida on the effective date of the merger shall constitute the board of directors of the Surviving Corporation. If on the effective date of the merger any vacancy exists on the board of directors of the Surviving Corporation, that vacancy may be filled in the manner provided in the bylaws of the Surviving Corporation.

d. The persons who constitute the officers of Lorbar-Florida on the effective date of the merger shall constitute the officers of the Surviving Corporation.

2. As promptly as practicable after signing this Agreement, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this Agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida and the state of Connecticut. The merger of Lorbar-Connecticut and Lorbar-Florida shall become effective the later of November 1, 2005, or upon the filing of this Agreement and appropriate articles of merger with the office of the Secretary of State of Florida. The date on which the merger of Lorbar-Connecticut into Lorbar-Florida becomes effective is called in this instrument the "effective date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of Lorbar-Connecticut shall cease and Lorbar-Connecticut shall be merged into the Surviving Corporation in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, power, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and individual duties of Lorbar-Florida and Lorbar-Connecticut so merged, and all and singular rights, privileges, powers, franchises, patents, trademarks, licenses, and individual registrations of Lorbar-Florida and Lorbar-Connecticut; and all property, real personal and mixed, and all debts due to either Lorbar-Florida and Lorbar-Connecticut on whatever account and all other things in action or belonging to either Lorbar-Florida or Lorbar-Connecticut shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the Surviving Corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either Lorbar-Florida or Lorbar-Connecticut under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of either Lorbar-Florida or Lorbar-Connecticut shall be preserved unimpaired; and all debts, liabilities, and duties of Lorbar-Florida and Lorbar-Connecticut shall then attach to the Surviving Corporation and may be enforced against it to the same extent as is those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of Lorbar-Connecticut into shares of Lorbar-Florida shall be as follows:

a. On the effective date one share of common stock, issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of the shares of Lorbar-Connecticut stock, shall be converted into and exchanged for one share of Lorbar-Florida stock, par value \$1.00 per share.

b. No fractional shares shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.

c. Each issued and outstanding share of common stock, par value \$1.00 per share, of Lorbar-Florida shall continue as one share of common stock, par value \$1.00 per share

of the Surviving Corporation. If the outstanding shares of Lorbar-Connecticut stock at any time between the date of this Agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, split up, combination of shares, merger or consolidation, the number and kind of shares into which the Lorbar-Connecticut stock is to be converted shall be appropriately and equitably adjusted.

5. As soon as practicable after the effective date, Lorbar-Florida shall issue and deliver, to the shareholders of Lorbar-Connecticut shares of Lorbar-Florida stock to which they shall have become entitled under this Agreement. After the effective date of the merger, each of those Lorbar-Connecticut shareholders may surrender their certificate or certificates previously representing Lorbar-Connecticut stock to Lorbar-Florida and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of Lorbar-Florida stock into which those shares of Lorbar-Connecticut stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of Lorbar-Connecticut stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of Lorbar-Florida stock into which they shall have been converted. Unless and until that outstanding certificate that, before that effective date of the merger, represented shares of Lorbar-Connecticut stock shall be surrendered, no dividends payable to the holders of record of Lorbar-Florida stock as of any date subsequent to the effective date of the merger shall be paid to the holder of the outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares of Lorbar-Florida stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of Lorbar-Florida stock.

6. All shares of Lorbar-Florida stock for and into which shares of Lorbar-Connecticut stock shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of Lorbar-Connecticut stock outstanding immediately before the effective date shall cease on the effective date to be shareholder and shall have no rights with respect to the stock, except the right to receive payment for it under the laws of the State of Florida or the State of Connecticut, and their sole rights with respect to the Lorbar-Florida stock for and into which their shares of Lorbar-Connecticut stock have been converted and exchanged by the merger, shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. Lorbar-Florida and Lorbar-Connecticut shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida and the State of Connecticut in connection with the contemplated merger.

8. Upon the effective date, the transfer books of Lorbar-Connecticut shall be closed and no transfer of shares of Lorbar-Connecticut stock shall be made or consummated thereafter.

9. Prior to and from and after the effective date, Lorbar-Florida and Lorbar-Connecticut shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the Surviving Corporation shall determine that any further conveyance, assignment or other document of any further action is necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges and franchises of Lorbar-Florida or Lorbar-Connecticut, the officers and directors of Lorbar-Florida and Lorbar-Connecticut shall execute and deliver all instruments and take all action the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

10. Lorbar-Connecticut represents and warrants to and agrees with Lorbar-Florida, as follows:

a. Lorbar-Connecticut is a corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. Lorbar-Connecticut is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the articles of incorporation, as amended to date, and the bylaws, as amended to date, of Lorbar-Connecticut previously delivered to Lorbar-Florida are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which Lorbar-Connecticut is subject, prohibits, limits or otherwise affects the right, power and authority of Lorbar-Connecticut to enter into this Agreement or to cause the consummation of the merger.

b. Lorbar-Connecticut presently has no subsidiaries.

c. The execution, delivery and performance of this Agreement has been fully and effectively authorized by the board of directors and shareholders of Lorbar-Connecticut and the Plan of Merger was adopted October 28, 2005.

d. Lorbar-Connecticut is not, and by the execution and performance of this Agreement by Lorbar-Connecticut, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which Lorbar-Connecticut is a party or to which Lorbar-Connecticut may be subject or under any provision of its articles of incorporation or bylaws, or violate any order, injunction, decree, statute, rule or regulation applicable to Lorbar-Connecticut or any of its properties or assets.

11. Lorbar-Florida represents and warrants to and agrees with Lorbar-Connecticut as follows:

a. Lorbar-Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as it is now being conducted.

b. Lorbar-Florida is not, and by the execution and performance of this Agreement will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its certificate of incorporation or bylaws, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of Lorbar-Florida.

c. The execution, delivery and performance of this Agreement by Lorbar-Florida have been fully and effectively authorized by the board of directors and shareholders of Lorbar-Florida and the Plan of Merger was adopted October 28, 2005.

d. The shares of Lorbar-Florida stock to be issued and delivered pursuant to this Agreement have been duly authorized for issuance by the board of directors of Lorbar-Florida and when so issued will be validly issued and outstanding, fully paid and nonassessable.

12. Lorbar-Florida shall give to Lorbar-Connecticut, its attorneys, accountants, engineers and other representatives, full access during normal business hours throughout the period prior to the effective date, to all of the properties, books, contracts, commitments and records of Lorbar-Florida. Lorbar-Florida shall furnish Lorbar-Connecticut during that period all information concerning its business and affairs which Lorbar-Connecticut may reasonably request. Lorbar-Florida agrees with Lorbar-Connecticut that, unless and until the merger is consummated, it and its representatives will hold in strict confidence all data and information so obtained from Lorbar-Florida and if the transactions provided in this Agreement is not consummated, Lorbar-Connecticut will return to Lorbar-Florida all data in its possession.

13. Lorbar-Florida agrees that, from this date to the effective date:

a. It will promptly advise Lorbar-Connecticut in writing of any adverse change in the financial condition or business or affairs of Lorbar-Florida.

b. Except as otherwise consented to or approved by Lorbar-Connecticut,

(1) The businesses of Lorbar-Florida shall be conducted only in the normal, usual and ordinary course (including the maintenance of all its existing policies of insurance in full force and effect); and Lorbar-Florida will use its best efforts to preserve those business organizations intact and to keep available to the Surviving Corporation the services of Lorbar-Florida present officers and key employees and to preserve for the Surviving Corporation and good will of Lorbar-Florida suppliers, customers and others having business relations with Lorbar-Florida.

(2) No change shall be made in the articles of incorporation or bylaws of Lorbar-Florida, without notice to Lorbar-Connecticut.

(3) Lorbar-Florida will not make any change in its banking and safe deposit arrangements or grant any powers of attorney, without notice to Lorbar-Connecticut.

c. It will duly comply with all laws applicable to it in the conduct of its business.

14. All obligations of Lorbar-Florida under this Agreement are subject to the fulfillment, prior to or at the effective date, of each of the following conditions (any one or more of which, in the absolute discretion of Lorbar-Florida, may be waived by Lorbar-Florida):

a. Lorbar-Florida shall not have discovered any material error, misstatement or omission in the representations and warranties made by Lorbar-Connecticut in Paragraph 10 or any material adverse change in the business, operations or properties of Lorbar-Connecticut after the date of this Agreement.

b. The representations, warranties and agreements of Lorbar-Connecticut contained in this Agreement shall be deemed to have been made again at the as of the effective date (but the representations, warranties and agreements may reflect the consummation of any transactions consented to or approved by Lorbar-Florida) and shall then be true in all respects; Lorbar-Connecticut shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the effective date.

15. All obligations of Lorbar-Connecticut under this Agreement are subject to the fulfillment, prior to or at the effective date, of each of the following conditions (any one or more of which may, in the absolute discretion of Lorbar-Connecticut, be waived by Lorbar-Connecticut):

a. Lorbar-Connecticut shall not have discovered any material error, misstatement or omission in the representations and warranties made by Lorbar-Florida in Paragraph 11 of this Agreement.

b. Lorbar-Florida representations, warranties and agreements contained in this Agreement shall be deemed to have been made again at the as of the effective date (except that those representation, warranties and agreements may reflect the consummation of any transactions consented to or approved by Lorbar-Connecticut) and shall then be true in all material respects; Lorbar-Florida shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the effective date.

16. This Agreement may be terminated and abandoned at any time prior to the effective date:

a. by mutual consent of the board of directors of Lorbar-Florida and Lorbar-Connecticut;

b. by the board of directors of Lorbar-Florida or Lorbar-Connecticut if the merger shall not have become effective before January 1, 2004 or such later date as they shall mutually agree upon;

c. by the board of directors of Lorbar-Connecticut if the conditions specified in Paragraph 15 have not been satisfied; or

d. by the board of directors of Lorbar-Florida if the conditions specified in Paragraph 14 have not been satisfied.

17. In the event of any termination and abandonment as above provided in Paragraph 16, notice shall be given to the other party to this Agreement and this Agreement shall then become wholly void and of no effect, and there shall be no liability on the part of any party or its board of directors or shareholders.

18. Lorbar-Florida and Lorbar-Connecticut shall separately pay all expenses incurred by them in connection with the transactions contemplated by this Agreement. Any expenses incurred by the shareholders of Lorbar-Florida in connection with the transactions contemplated by this Agreement shall be paid by those shareholders.

19. This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

20. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon Lorbar-Florida and Lorbar-Connecticut, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

21. This Agreement may be executed 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.

IN WITNESS WHEREOF, Lorbar-Florida and Lorbar-Connecticut, acting through their duly authorized officers, representing all parties to this Agreement, on this 28th day of October, 2005, have signed this Plan and Agreement of Merger.

Lorbar Corporation, a Florida corporation

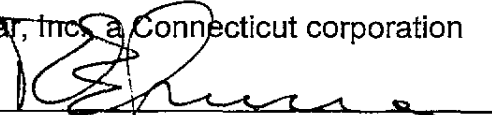
By: 

Name: Richard E. Greene

Title: President

By: 
Name: Arlene Greene
Title: Secretary

Lorbar, Inc. a Connecticut corporation

By: 
Name: Richard E. Greene
Title: President

By: 
Name:
Title: Secretary