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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

JUPITER RECYCLING CORPORATION

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

Between

Jupiter Recycling Corporation
(a Florida corporation)

And

Viking Fibres, Inc.
(a Pennsylvania corporation)

THESE ARTICLES OF MERGER (the "Articles") are made and entered into on this 15 day of July, 2004, by and between Jupiter Recycling Corporation, a Florida corporation ("Jupiter"), and Viking Fibres, Inc., a Pennsylvania corporation ("Viking").

WITNESSETH:

WHEREAS, Jupiter is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Viking is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Board of Directors and Shareholders of each of the constituent corporations deems it advisable that Viking be merged into Jupiter on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the states of Florida and Pennsylvania which permit such merger.

NOW, THEREFORE, Jupiter and Viking hereby state as follows:

ARTICLE I

Viking shall be merged with and into Jupiter in accordance with applicable provisions of the laws of the State of Florida and Commonwealth of Pennsylvania, with Jupiter being the surviving corporation.

ARTICLE II

The Agreement and Plan of Merger (the "Plan") was approved and adopted by the sole shareholder and sole director of Jupiter as of July 15, 2004, in the manner prescribed by the Florida Business Corporation Act, as amended.

ARTICLE III

The Plan was approved and adopted by the sole director and holder of all shares entitled to vote of Viking as of July 15, 2004, in the manner prescribed by the Pennsylvania Business Corporation Law of 1988, as amended.

ARTICLE IV

The effective date of the Merger shall be the date of the proper filing of these Articles in accordance with the Florida Business Corporation Act.

ARTICLE V

Article IV of the Articles of Incorporation of Jupiter is hereby amended in its entirety to read as follows:

The aggregate number of shares which this corporation shall have authority to issue is 1,000 shares of Common Stock, each with a par value of \$.01 per share, in series, consisting of 500 shares of Series A Common Stock and 500 shares of Series B Common Stock. Shares of Series B Common Stock shall have identical rights and privileges as shares of Series A Common Stock, except that shares of Series B Common Stock shall not be entitled to vote on any matter submitted to the shareholders.

ARTICLE VI

(i) The surviving entity shall be Jupiter (the "Surviving Entity"). The address of Jupiter within the State of Florida is:

Jupiter Recycling Corporation
Ocean Towers, Suite 503
200 Beach Road
Tequesta, FL 33469

(ii) The Surviving Entity is deemed to have appointed the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or rights of dissenting shareholders of Viking.

(iii) The Surviving Entity agrees to promptly pay to any dissenting shareholders of Viking the amount, if any, to which he or she may be entitled under Section 607.1302 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, Jupiter and Viking, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders, have caused these Articles of Merger to be executed by the President of each party hereto, as of the date first set forth above.

Jupiter Recycling Corporation
(a Florida corporation)

By: 
Name: Mark J. Golen
Title: President

Viking Fibres, Inc.
(a Pennsylvania corporation)

By: 
Name: Mark J. Golen
Title: President

ESCM406245.1

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into as of this 15 day of July, 2004, by and between Viking Fibres, Inc., a Pennsylvania corporation ("Viking") and Jupiter Recycling Corporation, a Florida corporation ("Jupiter").

BACKGROUND

WHEREAS, Viking and Jupiter (each of which are sometimes herein referred to herein as the "Constituent Entities") have entered into this Agreement and Plan of Merger (the Plan of Merger);

WHEREAS, pursuant to this Plan of Merger and the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended (the "PBCL") and the Florida Business Corporation Act, as amended (the "FBCA"), Viking shall merge with and into Jupiter (the "Merger") and Jupiter shall be the Surviving Entity (as defined below); and

WHEREAS, the board of directors and stockholders of Viking and Jupiter have approved the Merger.

NOW THEREFORE, in consideration of the forgoing premises, and in reliance on the respective representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Merger. The Constituent Entities shall effect the Merger upon the terms and subject to the conditions set forth in this Plan of Merger.

a. The Merger. At the Effective Time (as hereinafter defined), Viking shall be merged with and into Jupiter pursuant to this Plan of Merger, the separate corporate existence of Viking shall cease and Jupiter shall continue as the surviving entity under its company name, all upon the terms and subject to the conditions provided for in this Agreement and pursuant to the PBCL and the FBCA. Jupiter, as it exists from and after the Effective Time, is sometimes referred to as the "Surviving Entity."

b. Effect of the Merger. The Merger shall have the effect provided therefore by the PBCL and the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time (i) all the rights, privileges, powers and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including without limitation subscriptions to share or membership interests, as applicable, and all other choses in action, and all and every other interest of or belonging to or due to Viking or Jupiter shall be taken and deemed to be transferred to, and vested in, the Surviving Entity without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Entity, as they were of Viking and Jupiter, and (ii) all debts, liabilities, duties and obligations of Viking shall become the debts, liabilities, duties and obligations of the Surviving Entity and the Surviving Entity shall thenceforth

be responsible and liable for all the debts, liabilities, duties and obligations of Viking and Jupiter and neither the rights of creditors nor any liens upon the property of Viking or Jupiter shall be impaired by the Merger and may be enforced against the Surviving Entity.

c. Consummation of the Merger. On the date hereof, Articles of Merger shall be filed with the Secretary of the Commonwealth of Pennsylvania and the Secretary of the State of Florida in accordance with the provisions of the PBCL and the FBCA, and the Merger shall become effective upon such filing or at such later time on the date hereof as may be specified in the filing with the Secretary of the Commonwealth of Pennsylvania and the Secretary of the State of Florida (the "Effective Time").

2. Articles of Incorporation: Directors and Officers.

a. The Articles of Incorporation of the Surviving Entity from and after the Effective Time shall be the Certificate of Incorporation of Jupiter until thereafter amended in accordance with the provisions of Section 2.b. below and as provided by the FBCA. The Bylaws of the Surviving Entity from and after the Effective Time shall be the Bylaws of Jupiter as in effect immediately prior to the Effective Time, continuing until thereafter amended in accordance with their terms and the Certificate of Incorporation of the Surviving Entity and as provided by the FBCA. The initial directors of the Surviving Entity shall be the directors of Jupiter immediately prior to the Effective Time, in each case until their successors are elected and qualified, and the initial officers of the Surviving Entity shall be the officers of Jupiter immediately prior to the effective Time, in each case until their successors are duly elected and qualified.

b. Article IV of the Articles of Incorporation of Jupiter shall be amended in its entirety, as of and by the filing of the Articles of Merger of Jupiter with the State of Florida, to read as follows:

The aggregate number of shares which this corporation shall have authority to issue is 1,000 shares of Common Stock, each with a par value of \$.01 per share, in series, consisting of 500 shares of Series A Common Stock and 500 shares of Series B Common Stock. Shares of Series B Common Stock shall have identical rights and privileges as shares of Series A Common Stock, except that shares of Series B Common Stock shall not be entitled to vote on any matter submitted to the shareholders.

3. Conversions and Cancellations of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Viking, or any holder of any stock of Viking, all of the outstanding shares of Viking shall be converted into such number of shares of Jupiter (the "Jupiter Stock") as set forth on Schedule "A" attached hereto. The Jupiter Stock shall be validly issued, fully paid and non-assessable. At the Effective Time, there shall be no securities, rights, warrants, options or other instruments of Viking, except the Viking shares set forth on Exhibit "A", which, after the consummation of the Merger, would be convertible into or exercisable for comparable securities of

the Surviving Entity. At the Effective Time, all outstanding shares of the Surviving Entity theretofore owned by Viking shall be cancelled.

4. Merger Payment Procedure.

a. Exchange of Certificates. At or about the Effective Time, the stockholder of Viking shall surrender all certificates representing all of the shares of Viking, duly endorsed in blank by the stockholder of Viking or accompanied by blank stock powers, to Jupiter and, upon receipt of such certificates and stock powers, Viking shall deliver to the stockholders of Viking a certificate representing the number of shares of Jupiter Stock to be delivered at such time, calculated pursuant to Section 3 hereof and as further set forth on Schedule "A."

b. No Further Ownership Rights. The Jupiter Stock representing all the shares of Viking issued in accordance with the terms of this Agreement shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares of Viking.

5. Termination. This Agreement may be terminated at any time on or before the Effective Time by agreement of the Boards of Directors of Viking and Jupiter.

6. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

7. Waiver. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.


8. Further Assurances. If at any time the Surviving Entity, or its successors or assigns, shall reasonably consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Entity its rights, title or interest in, to or under any of the rights, properties or assets of the Constituent Entities acquired or to be acquired by the Surviving Entity as a result or in connection with the Merger, or (b) otherwise carry out the purposes of this Agreement, each Constituent Entity and its proper officers and directors, as applicable, shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all the acts necessary to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Entity and otherwise to carry out the purposes of this Agreement; and the proper officers and directors, as applicable, shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Entity and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Entity are fully authorized in the name of each Constituent Entity or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first above written.

JUPITER RECYCLING CORPORATION
a Florida corporation

By: 
Name: Mark J. Golen
Title: President

VIKING FIBRES, INC.
a Pennsylvania corporation

By: 
Name: Mark J. Golen
Title: President

ESCM466316.1

EXHIBIT A

STOCKHOLDERS	SHARES OF VIKING FIBRES, INC. OUTSTANDING PRIOR TO MERGER	SHARES OF VIKING FIBRES, INC. OUTSTANDING AFTER MERGER	SHARES OF JUPITER RECYCLING CORPORATION OUTSTANDING AFTER MERGER AND AMENDMENT OF ARTICLES
Mark J. Golen	100 Shares of Class A Common Stock	None	100 Shares of Class A Common Stock
Golen Family Trust	100 Shares of Class B Common Stock	None	100 Shares of Class B Common Stock