

P05000154141

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MERGER OR SHARE EXCHANGE

Franexco, Inc.

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Merger

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DIVISION OF CORPORATIONS

ARTICLES OF MERGER

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Franexco, Inc.	Florida	P05000154141

Second: The name and jurisdiction of each Merging Corporation:

<u>Name</u>	<u>Jurisdiction</u>
Franexco, Inc.	New York

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3-1-06

Third: The Plan of Merger is attached.

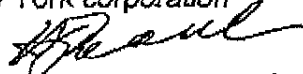
Fourth: The merger shall become effective on March 1, 2006.

Fifth: The Plan of Merger was unanimously adopted by the Shareholders of the Surviving Corporation on December 15, 2005.

Sixth: The Plan of Merger was unanimously adopted by the shareholders of the Merging Corporation on December 15, 2005.

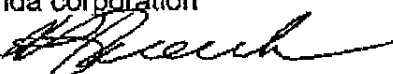
"Merging Corporation"

By: FRANEXCO, INC.,
a New York corporation

By: 
~~Henry~~ Frank, President
HOWARD

"Surviving Corporation"

By: FRANEXCO, INC.,
a Florida corporation

By: 
~~Henry~~ Frank, President
HOWARD

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Merger Agreement"), dated this 15th day of Dec., 2005, pursuant to Section 907, Chapter 4, New York Business Corporation Law and Section 607.1107 of the Florida business Corporation Act, between Franexco, Inc., a New York corporation (the "New York Company") and Franexco, Inc., a Florida corporation (the "Florida Company" or the "Surviving Company"-the New York Company and the Florida Company are sometimes hereinafter referred to as the "constituent corporations").

WITNESSETH:

WHEREAS, the constituent corporations desire to merge into a single corporation; and

WHEREAS, the New York Company had its Certificate of Incorporation filed in the State of New York on January 21, 1946, under the corporate name of Berton Plastics, Inc., as amended on August 8, 1957, and as further amended on November 6, 1987, which amendment provided for, among other things, a change of name to Franexco, Inc., and as of the date of this Agreement has authorized capital of 800 shares non-voting preferred shares of \$100.00 par value of common stock and 200 shares of voting common stock, no par value, of which 200 shares of common voting shares are issued and outstanding; and

WHEREAS, the Florida Company had its Articles of Incorporation filed in the State of Florida on November 21, 2005, and on the date of this Agreement has authorized capital of 1,000 common stock of \$1.00 par value, of which 200 shares are issued and outstanding; and

WHEREAS, the registered office of the Florida Company in the State of Florida is 660 US Highway One, Third Floor, North Palm Beach, FL 33408, and the name of the registered agent at that address is Haile, Shaw & Pfaffenberger; and the address for service of process in the State of New York is Berton Plastics, Inc., 19 West 21st Street, New York, New York; and

WHEREAS, the Board of Directors and all of the shareholders of the constituent corporations, having deemed the merger desirable and in the best interests of the constituent corporations, have adopted resolutions, by written consent, authorizing the execution of this Merger Agreement and directing the officers of the constituent corporations to take such steps as required to effectuate the merger;

NOW, THEREFORE, the constituent corporations, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and the mode of carrying the same into effect as follows:

FIRST: On the Effective Date, the New York Company shall be merged with and into the Florida Company under the laws of the State of Florida and the separate existence of the New York Company shall cease and the Florida Company will be the surviving corporation.

SECOND: The Articles of Incorporation of the Florida Company in effect on the Effective Date shall continue in full force and effect as the Articles of Incorporation of the corporation surviving this merger, until amended in accordance with applicable law.

THIRD: As of the Effective Date, each share of common stock of the New York Company shall be converted into and exchanged for one share of common stock of the Florida Company; and the shares so converted shall be deemed cancelled.

FOURTH: The terms and conditions of the merger are as follows:

(a) The By-Laws of the Surviving Company in effect on the Effective Date shall be and remain the By-Laws of the Surviving Company until the same shall be altered, amended or repealed as provided for therein.

(b) The directors and officers of the Surviving Company as of the Effective Date shall remain the directors and officers of the Surviving Company until the next annual meeting of the shareholders and directors and until their successors shall have been elected, qualified and seated;

(c) Upon the Effective Date, all property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the New York Company shall be transferred to and vested in the Surviving Company without further act or deed. The New York Company hereby agrees from time to time, as and when requested by the Surviving Company or by its successors or assigns, to execute and deliver or cause to be executed or delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the Surviving Company are fully authorized in the name of the New York Company or otherwise to take any and all such action.

(d) Upon the Effective Date, all liabilities, obligations and penalties of the New York Company shall be assumed by the surviving corporation. No liability or obligation of, due or to become due, or claim or demand for any cause existing against the New York Company, or any shareholder, officer or director thereof, shall be released or impaired by virtue of the merger. The New York Company has or will, prior to the Effective Date, pay all fees and taxes which may be due to the Department of Taxation and Finance of the State of New York, including the filing of a Cessation Franchise Tax Report, estimated through the Effective Date of the Merger. The Surviving Company shall, within thirty (30) days of the Effective Date,

pay all amounts due, if any, in connection with the Cessation Franchise Tax Report required by the State of New York.

(e) The Surviving Company hereby (i) agrees that it may be served with process in the State of New York in any proceeding for the enforcement of any obligation of the New York Company against the Surviving Company; (ii) shareholder of the New York Company for the enforcement of the rights of a dissenting shareholder of the State of New York as its agent to irrevocably appoints the Secretary of State of New York as its agent to accept service of process in any such proceeding; and (iii) agrees that it will promptly pay to dissenting shareholders of the New York Company the amount, if any, to which they shall be entitled pursuant to the laws of the State of New York with respect to dissenting shareholders.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Merger Agreement may be amended, terminated or abandoned at any time prior to the date of filing of the Certificate of Merger with the State of New York or the Articles of Merger with the State of Florida.

SIXTH: The Effective Date of the merger shall be March 1, 2006.

IN WITNESS WHEREOF, the parties to this Merger Agreement, have hereunto set their hands and seals as of the day and year first above written.

Franexco, Inc., a New York corporation

By: 

Name: Howard Frank

Its: 

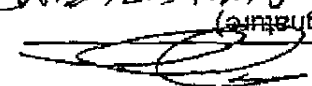
Franexco, Inc., a Florida corporation

By: 

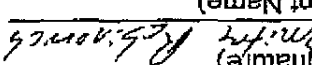
Name: Howard Frank

Its: 

Witnesses:


(Signature) 
(Print Name) ALVIN C. SWE

(Signature) 
(Print Name) ALVIN C. SWE

(Signature) 
(Print Name) ALVIN C. SWE

(Signature) 
(Print Name) ALVIN C. SWE

(Signature) 
(Print Name) ALVIN C. SWE

(Signature) 
(Print Name) ALVIN C. SWE