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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

JDC GENERAL CONTRACTORS, INC.

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*MERGER/ACO
MD 10/29*

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**ARTICLES OF MERGER
OF
JDC DOORS AND HARDWARE INSTALLATION, INC.,
a Florida corporation
with and into
JDC GENERAL CONTRACTORS, INC.
a Florida corporation**

Pursuant to Florida Statutes
Sections 607.1101 and 607.1105

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Pursuant to Sections 607.1103 and 607.1105 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I
State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
JDC Doors and Hardware Installation, Inc.	Florida
JDC General Contractors, Inc.	Florida

JDC General Contractors, Inc., a Florida corporation, shall be the surviving entity.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger is attached hereto as Exhibit A.

**ARTICLE III
Approval of the Plan**

The date of adoption of the Agreement and Plan of Merger by the shareholders of each corporation is:

<u>Name</u>	<u>Date of Adoption</u>
JDC Doors and Hardware Installation, Inc.	October 27, 2004
JDC General Contractors, Inc.	October 27, 2004

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ARTICLE IV
Effective Time

These Articles of Merger shall become effective on: October 29, 2004, at 11:59 p.m. Eastern Standard Time.

The undersigned authorized representatives of the constituent corporations have caused these Articles of Merger to be executed this 27th day of October, 2004.

Inc.,

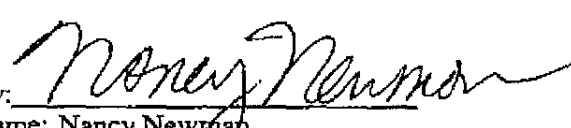
JDC Doors and Hardware Installation,

a Florida corporation

By: 

Name: James Newman

Title: President

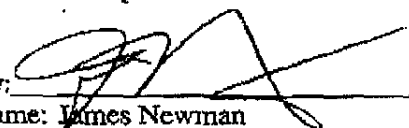
By: 

Name: Nancy Newman

Title: Secretary

JDC General Contractors, Inc.,

a Florida corporation

By: 

Name: James Newman

Title: President

By: 

Name: Nancy Newman

Title: Secretary

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EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

This Agreement is dated as of October 27, 2004 (the "*Agreement*"), by and between **JDC DOORS AND HARDWARE INSTALLATION, INC.**, a Florida corporation (the "*Merging Corporation*"), and **JDC GENERAL CONTRACTORS, INC.**, a Florida corporation (the "*Surviving Corporation*"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "*Constituent Corporations*."

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "*Merger*") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement. The board of directors of the Merging Corporation has approved the Merger and directed that this Agreement be submitted to its shareholders for adoption and approval. The shareholders of the Merging Corporation have approved and adopted this Agreement. The Surviving Corporation is a shareholder-managed corporation pursuant to Section 607.0732 of the FBCA and does not have any directors. The shareholders of the Surviving Corporation have approved and adopted this Agreement. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("*FBCA*").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

Section 1. Terms and Conditions of Merger and Mode of Carrying Merger into Effect.

(a) At the Effective Time (as defined in Section 6 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the articles of incorporation and bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the shareholders of the Surviving Corporation shall continue to manage the affairs of the Company in lieu of a board of directors and shall remain officers until their successor or successors are duly elected or appointed and qualify in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(d) The established offices and facilities of the Surviving Corporation immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

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(e) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Corporations, or which would inure to the benefit of either of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of each of the Constituent Corporations, and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its shareholders, board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the corporate acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

(g) In addition to the foregoing effects set forth in subsections (e) and (f) of this Section 1, the Merger shall have the effects set forth in Section 607.1101 of the FBCA.

Section 2. Changes to Articles of Incorporation of Surviving Corporation to be Effected by Merger.

ARTICLE ONE is amended to read as follows:

The name of this corporation shall be "JDC Doors and Hardware Installation, Inc."

ARTICLE FOUR is amended in its entirety to read as follows:

The maximum amount of capital stock that the corporation is authorized to have outstanding shall be 10,000 shares at a par value of \$1.00 per share.

ARTICLE NINE is deleted in its entirety.

Section 3. Capitalization.

(a) As of the date of this Agreement (i) the authorized capital stock of the Merging Corporation consists of 10,000 shares of common stock, \$0.01 par value per share ("Merging Shares"), of which 200 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Merging Shares.

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(b) As of the date of this Agreement (i) the authorized capital stock of the Surviving Corporation consists of 100 shares of common stock, \$1.00 par value per share ("Surviving Shares"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Surviving Shares.

Section 4. Manner and Basis of Converting Shares of the Merging Corporation into Partnership Units of the Surviving Corporation.

(a) The Merging Shares held by the shareholders of the Merging Corporation that are issued and outstanding at the Effective Time shall cease to be outstanding and shall be automatically converted into Surviving Shares in the Surviving Corporation, on a one-for-one basis.

(b) At the Effective Time, the Surviving Shares in the Surviving Corporation that are issued and outstanding immediately prior to the Effective Time shall remain outstanding.

Section 5. Conditions.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the shareholders of the Merging Corporation and the Surviving Corporation in the manner required by the FBCA, the respective articles of incorporation, and the respective bylaws of the Constituent Corporations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

Section 6. Filing; Effective Time.

If all of the conditions to the Merger set forth in Section 5 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 8 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("Articles of Merger") meeting the requirements of the FBCA to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon by the Surviving Corporation and the Merging Corporation and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA.

Section 7. Further Assurances.

Prior to the Effective Time, each of the Constituent Corporations shall take all

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such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges, and franchises of the Merging Corporation, the officers and shareholders of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

Section 8. Termination and Amendment.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Corporation and the shareholders of the Surviving Corporation, whether before or after the approval of this Agreement by the shareholders of the Constituent Corporations, as the case may be. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Corporations or of their respective directors, officers, employees, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholders of the Constituent Corporations, which changes the terms of this Agreement in a way which is materially adverse to the shareholders of the Constituent Corporations, unless such amendment is approved by such shareholders.

Section 9. Construction of Terms. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

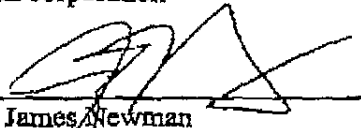
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IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be duly executed on its behalf by its authorized representatives, as of the date first above written.

Inc.,

JDC Doors and Hardware Installation,

a Florida corporation

By: 

Name: James Newman

Title: President

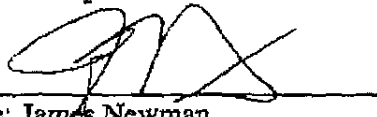
By: 

Name: Nancy Newman

Title: Secretary

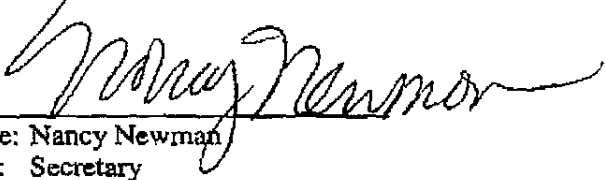
JDC General Contractors, Inc.,

a Florida corporation

By: 

Name: James Newman

Title: President

By: 

Name: Nancy Newman

Title: Secretary