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BILZIN, SUMBERG, ET. AL

TEL: 305-374-7593

P. 001

Division of Corporations

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DIVISION OF CORPORATIONS

ATTN: Karen Gibson*

MERGER OR SHARE EXCHANGE

GLASSWALL & DOORS INC.

Certificate of Status	1
Certified Copy	1
Page Count	04
Estimated Charge	\$87.50

Merger
CEB
10/15
10/14/2002 4:07 PM
6

ARTICLES OF MERGER
Merger Sheet

MERGING:

GLASSWALL, INC., a Florida corporation, document number P94000032905

INTO

GLASSWALL & DOORS INC., a Florida entity, P99000110841

File date: October 14, 2002, effective October 31, 2002

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER

GLASSWALL & DOORS INC., a Florida corporation (the "Surviving Entity"), and GLASSWALL, INC., a Florida corporation (the "Non-surviving Entity"), hereby state and certify as follows, for the purposes of effecting an agreement and plan of merger between them, pursuant to the requirements of Sections 607.1105 of the Florida Statutes:

1. Attached as Exhibit "A" is the Agreement and Plan of Merger between the Non-surviving Entity and the Surviving Entity, which is hereby incorporated by such reference as if fully herein set forth (the "Plan of Merger").

2. The merger of the Non-surviving Entity with and into the Surviving Entity shall become effective on October 31, 2002 (the "Effective Date").

3. The Plan of Merger was duly and unanimously authorized, approved and adopted by the shareholders and the Board of Directors of the Non-surviving Entity by Written Consent thereto dated as of September 30, 2002 in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

4. The Plan of Merger was duly and unanimously authorized, approved and adopted by the shareholders and the Board of Directors of the Surviving Entity by Written Consent thereto dated as of September 30, 2002 in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger effective as of the Effective Date set forth above.

SURVIVING ENTITY:

GLASSWALL & DOORS INC., a Florida corporation

By: [Signature]
Name: Samir Froussa
Title: President

NON-SURVIVING ENTITY:

GLASSWALL, INC., a Florida corporation

By: [Signature]
Name: Samir Froussa
Title: President

FILED
02 OCT 14 PM 4:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
10-31-02

OCT. -15' 02 (TUE) 10:21 BILZIN, SUMBERG, ET. AL

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Exhibit A

Plan of Merger

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") relates to the merger of GLASSWALL & DOORS INC., a Florida corporation (the "Surviving Entity") and GLASSWALL, INC., a Florida corporation (the "Non-surviving Entity").

WITNESSETH:

WHEREAS, the Non-surviving Entity and the Surviving Entity wish to enter into a merger agreement according to which the Non-surviving Entity will merge with and into the Surviving Entity, and the Surviving Entity will be the surviving entity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. The Merger. On the Effective Date (as defined below), the Non-surviving Entity shall merge with and into the Surviving Entity (the "Merger"). Immediately following the Merger, the Surviving Entity shall continue as the surviving entity, and the separate existence of the Non-surviving Entity shall cease.
2. Terms and Conditions. The Merger shall become effective on October 31, 2002 (the "Effective Date") pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), and shall have the effects set forth in Section 607.1106 of the Act.
3. Cancellation of Shares. At the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Entity or the Non-surviving Entity, all outstanding capital stock of the Non-surviving Entity shall be cancelled and all outstanding capital stock of the Surviving Entity shall remain. All outstanding debt instruments and obligations of the Non-surviving Entity shall convert to debt instruments and obligations of the Surviving Entity.
4. Termination. This Agreement may be terminated at any time prior to the Effective Date, whether prior to or after approval by either party's shareholders at any time with the written consent of the Surviving Entity and the Non-surviving Entity.
5. Effect of Termination. If this Agreement is terminated as provided in Section 4, this Agreement shall forthwith become void and have no effect, without liability on the part of the Surviving Entity and the Non-surviving Entity and their respective directors, officers, shareholders or members.
6. Amendment. This Agreement may not be amended except by an instrument signed by each party hereto.
7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

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8. Governing Law. This Agreement is governed by the laws of the State of Florida.
9. Binding Effect; No Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable without the prior written consent of the other party hereto.
10. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of September 30, 2002.

SURVIVING ENTITY:

GLASSWALL & DOORS INC., a Florida corporation

By: [Signature]
Name: Sabir Moussa
Title: President

NON-SURVIVING ENTITY:

GLASSWALL, INC., a Florida corporation

By: [Signature]
Name: Sabir Moussa
Title: President