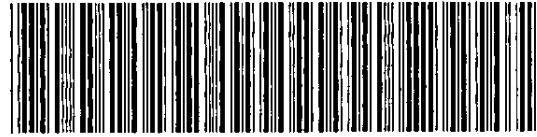


F 10 00000 4087



500283982585

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

RECEIVED
DEPARTMENT OF STATE
16 MAR 31 PM 2:07
TALLAHASSEE, FLORIDA
SUPERVISOR OF FILINGS

APR 01 2016
T. LEMIEUX


SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2016 MAR 31 P 12:30

FILED

Merfe

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 083878 5017647
AUTHORIZATION : 
COST LIMIT : \$ 70.00

ORDER DATE : March 30, 2016
ORDER TIME : 12:50 PM
ORDER NO. : 083878-050
CUSTOMER NO: 5017647

ARTICLES OF MERGER

KB ELECTRONICS, INC.

INTO

NIDEC MOTOR CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender - EXT. 62956

EXAMINER'S INITIALS: _____

FILED

2016 MAR 31 P 12:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Nidec Motor Corporation	Delaware	Corporation
KB Electronics, Inc.	Florida	Corporation <i>PA6-70900</i>

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Nidec Motor Corporation	Delaware	Corporation <i>F10-4987</i>

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

March 31, 2016 11:55 p.m. EDT

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

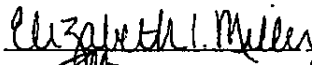
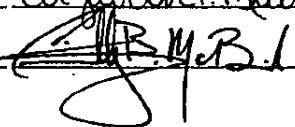
2711 Centerville Road, Suite 400, Wilmington, DE 19808

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Nidec Motor Corporation		Elizabeth I. Miller, Officer
KB Electronics, Inc.		Timothy B. McBride, Secretary

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<i>(See attached Agreement and Plan of Merger)</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
_____	_____	_____

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

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

This **AGREEMENT AND PLAN OF MERGER**, dated as of March 31, 2016 (this "Agreement"), is entered into by and between Nidec Motor Corporation, a Delaware corporation ("NMC"), and KB Electronics, Inc., a Florida corporation ("KBE").

RECITALS

- A. The Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FL Act") permit the merger of a Florida corporation with and into a Delaware corporation.
- B. Nidec Americas Holding Corporation, a Delaware corporation, owns 100% of the issued and outstanding stock of NMC and KBE.
- C. The boards of directors and sole stockholders of NMC and KBE, in accordance with the DGCL and FL Act, have approved the Merger (as defined below).
- D. The Merger is intended to be a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and this Agreement is intended to be a plan of reorganization within the meaning of Treasury Regulation section 1.368-2(g).

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Merger.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time as defined below, KBE shall be merged with and into NMC (the "Merger"), whereupon the separate existence of KBE shall cease. From and after the Effective Time, NMC shall continue in existence as the surviving entity in the Merger (sometimes referred to herein as the "Surviving Entity") and NMC shall succeed to and assume all the rights and obligations of KBE in accordance with the DGCL and FL Act.
- 2. Effective Time.** NMC and KBE shall cause a Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware (the "Certificate of Merger") and Articles of Merger to be filed with the Florida Department of State ("Articles of Merger"). The effective time of this Agreement, and the time at which the Merger shall become effective in the States of Delaware and Florida (the "Effective Time"), shall be the date and time specified in the Certificate of Merger and Articles of Merger.
- 3. Surviving Entity.** NMC shall survive the Merger and shall continue to be governed by the laws of Delaware, and the separate existence of KBE shall cease forthwith as of the Effective Time.
- 4. Governing Documents.** The certificate of incorporation of NMC in effect at the Effective Time shall be the certificate of incorporation of the Surviving Entity, until amended in accordance with the provisions provided therein or applicable law. The bylaws of NMC in effect at the Effective Time shall be the bylaws of the Surviving Entity, until amended in accordance with the provisions provided therein or applicable law.
- 5. Effects of Merger.** The Merger shall have the effects set forth in Title 8, Sections 251(f) and 259 of the DGCL and Section 607.1101 of the FL Act.
- 6. Effect of Merger on Capital Stock of NMC and KBE.** Each share of common stock of KBE issued and outstanding immediately prior to the Effective Time shall not be converted in any manner, but

shall be cancelled and extinguished. Each share of common stock of NMC issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

7. **Principal Business Office/Registered Office and Registered Agent.** After the Merger, the location of the principal business office and the registered office of NMC shall remain the same as the principal business office and the registered office, respectively, of NMC prior to the Merger, and NMC's registered agent for service of process shall be that which has been designated by NMC prior to the Merger.

8. **Directors and Officers of the Surviving Entity.** The (i) directors of NMC immediately prior to the Effective Time shall, from and after the Effective Time, continue to be the directors of the Surviving Entity and (ii) officers of NMC immediately prior to the Effective Time shall, from and after the Effective Time, continue to be the officers of the Surviving Entity, each such director and officer to hold office until such time as his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal..

9. **Representations and Warranties.** Each party hereto represents and warrants that this Agreement has been duly authorized, executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

10. **Further Assurances.** If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts, agreements or things are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Entity its right, title and interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of KBE or otherwise to carry out the purposes of this Agreement, the Surviving Entity and its proper officers or their designees shall be authorized to execute and deliver, in the name and on behalf of KBE, all such deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of KBE, as appropriate, all such other acts and things as may be necessary, desirable, convenient or proper to establish, perfect or confirm the Surviving Entity's right, title and interest in, to and under any of the rights, privileges, powers, franchises, properties or assets of such party to the Merger and otherwise to carry out the purposes of this Agreement, including, without limitation, any necessary corporate or tax filings to reflect the actions taken under this Agreement in non-U.S. jurisdictions in which KBE or the Surviving Entity has assets, properties or subsidiaries.

11. **Conditions to Each Party's Obligation to Effect the Merger.** The respective obligation of each party hereto to effect the Merger is subject to receipt prior to the Effective Time of the requisite approval of this Agreement and the transactions contemplated hereby by the affirmative vote of the sole stockholders of NMC and KBE in accordance with the DGCL and FL Act, at a meeting duly called and held (or by consent or consents in lieu thereof).

12. **Tax Reporting.** The Merger is intended to be a reorganization within the meaning of Section 368(a) of the Code and this Agreement is intended to be a plan of reorganization within the meaning of Treasury Regulation section 1.368-2(g).

13. **Termination.** At any time before the Effective Time, this Agreement may be terminated and the Merger abandoned by written consent of the boards of directors of NMC and KBE.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

15. **Counterparts.** This Agreement may be executed in counterparts. The signature pages may be delivered by facsimile transmission or electronic mail ("e-mail") transmission.

16. **Modification or Amendment.** Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of NMC and KBE at any time prior to the Effective Time.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

18. **No Third Party Beneficiaries.** This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

19. **Successors and Assigns.** This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. **Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

21. **Headings.** The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

FILED

2016 MAR 31 P 12: 31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Nidec Motor Corporation	Delaware	Corporation
KB Electronics, Inc.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Nidec Motor Corporation	Delaware	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

March 31, 2016 11:55 p.m. EDT

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

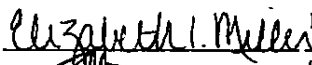
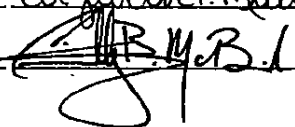
2711 Centerville Road, Suite 400, Wilmington, DE 19808

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Nidec Motor Corporation		Elizabeth I. Miller, Officer
KB Electronics, Inc.		Timothy B. McBride, Secretary

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75