

P00000116590

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H01000021132 5)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 922-4000

From: Account Name : ACKERMAN, LINK & SARTORY, P.A.
Account Number : 110435002274
Phone : (561) 838-4100
Fax Number : (561) 838-5305

FILED
01 FEB 27 PM 12:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

C-MAC MELBOURNE, INC.

Certificate of Status	1
Certified Copy	1
Page Count	06
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing

Public Access Help

Merger
2/27/01

ARTICLES OF MERGER
Merger Sheet

MERGING:

HONEYWELL ELECTRONIC MANUFACTURING SERVICES, INC., a Florida
corporation, document number J58861

INTO

C-MAC MELBOURNE, INC., a Florida entity, P00000116590

File date: February 27, 2001

Corporate Specialist: Karen Gibson

H01000021132 5

FILED
01 FEB 27 PM 12:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
between
C-MAC MELBOURNE, INC.
a Florida corporation
and

HONEYWELL ELECTRONIC MANUFACTURING SERVICES, INC.
a Florida corporation

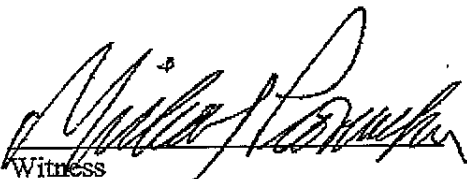
Pursuant to the provisions of Sections 607.1104 and 607.1105 of the Florida Statutes, HONEYWELL ELECTRONIC MANUFACTURING SERVICES, INC., a Florida corporation ("Target"), and C-MAC MELBOURNE, INC., a Florida corporation ("Survivor"), adopt the following Articles of Merger for the purpose of merging the Target into the Survivor (the "Merger").

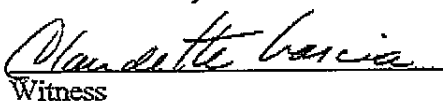
1. The laws of the State of Florida, the state under which the parties hereto are organized, permit the Merger.
2. On February 1, 2001, the following Plan of Merger was approved in the manner prescribed by the Florida Business Corporation Act by Survivor:

See Exhibit A attached hereto and by this reference incorporated herein

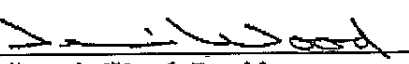
3. Survivor shall survive the Merger and continue to be governed by the laws of the State of Florida.
4. Said Plan of Merger did not require Shareholder approval by either corporation.
5. On February 1, 2001, said Plan of Merger was adopted by the Board of Directors of Survivor. Said Plan of Merger did not require adoption by the Board of Directors of Target.

Dated: February 1, 2001


Witness


Witness

C-MAC MELBOURNE, INC.

By: 

Dennis Wood, President

Wendy Sartory Link, Esq.
Fla. Bar No. 0000670
Ackerman, Link & Sartory, P.A.
222 Lakeview Avenue, Suite 1250
West Palm Beach, FL 33401
Tel: (561) 838-4100

H01000021132 5

H01000021132 5

HONEYWELL ELECTRONIC
MANUFACTURING SERVICES, INC.

[Signature]
[Signature]
 Witness

By: [Signature]
 Witness

PROVINCE OF QUEBEC)
) ss.
 DISTRICT OF MONTREAL)

The foregoing instrument was acknowledged before me this 1st day of February, 2001, by
 Dennis Wood, President of C-MAC MELBOURNE, INC., on behalf of the corporation, who
 [X] is personally known to me or [] has produced _____ as
 identification.

(SEAL)



Claudette Garcia
 Notary Signature
 Print Name: Claudette Garcia
 My Commission Expires: 2001.12.07
 Commission No: 145085

STATE OF FLORIDA)
) ss.
 COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 23 day of February, 2001,
 by William A. Cunningham, President of HONEYWELL ELECTRONIC MANUFACTURING
 SERVICES, INC., on behalf of the corporation, who [X] is personally known to me or [] has
 produced _____ as identification.



(SEAL)

Faye E. Bishop
 Notary Signature
 Print Name: Faye E. Bishop
 My Commission Expires: 3/28/2004
 Commission No: CC 923076

H01000021132 5

G:\CLIENTS\C-MAC\Target\Articles.wpd

H01000021132 5

PLAN OF MERGER

PLAN OF MERGER made and entered into as of the 1st day of February, 2001 by and between Honeywell Electronic Manufacturing Services, Inc., a Florida corporation ("Target"), and C-MAC Melbourne, Inc., a Florida corporation ("Survivor").

Recitals:

- A. Survivor owns all of Target's outstanding shares of capital stock.
- B. Target and Survivor (individually sometimes called a "Constituent Corporation" and together sometimes called the "Constituent Corporations") desire that Target merge with and into Survivor.
- C. Pursuant to Florida Statutes Section 607.1104, the Board of Directors of Survivor, acting by unanimous written consent in lieu of a meeting, has approved and adopted this Plan of Merger and deems it desirable that Target be merged with and into Survivor in accordance with the Florida Statutes as well as in accordance with the parties' respective corporate charters and By-laws.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the Constituent Corporations do hereby prescribe the terms and conditions of said merger as follows:

1. Survivor hereby merges Target into itself, and Target is hereby merged into Survivor. Survivor shall be the surviving corporation and the name of the surviving corporation shall be "C-MAC Melbourne, Inc."
2. The Articles of Incorporation of Survivor, as in effect on the date of the merger provided for in this Plan of Merger, shall continue in full force and effect as the Articles of Incorporation of the surviving corporation. Survivor shall be governed by the laws of the State of Florida and shall have as its purpose the continuation of the business conducted heretofore by Target.
3. Each share of Target's common stock issued and outstanding on the date on which the merger of Target into Survivor shall become effective shall, by virtue of the merger and without further action, cease to exist.
4. The terms and conditions of the merger are as follows:
 - (a) The By-laws of Survivor as they shall exist on the effective date of the merger shall be and remain the By-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

H01000021132 5

H01000021132 5

(b) The directors and officers of Survivor as of the effective date of the merger shall be the directors and officers of the surviving corporation and shall continue in office until the shareholders of Survivor shall elect and qualify successor directors.

(c) The merger shall become effective upon filing of Articles of Merger with the Secretary of State of the State of Florida pursuant to the Florida Statutes.

(d) Upon the effective date of the merger, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Target shall be transferred to, vested in and devolved upon Survivor without further act or deed and all property, rights and every other interest of Survivor and Target shall be as effectively the property of Survivor as they were of Survivor and Target, respectively. All rights of creditors of Target shall be preserved unimpaired, and all debts, liabilities and duties of Target shall attach to Survivor and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. At any time, or from time to time, after the effective date of the merger, the last acting officers of Target, or the corresponding officers of Survivor, may, in the name of Target, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as Survivor may deem necessary or desirable in order to vest in Survivor title to and possession of any property of Target acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intents and purposes hereof, and the proper officers and directors of Survivor are fully authorized in the name of Target or otherwise to take any and all such action.

5. This Agreement and Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

6. Each of Survivor and Target agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Plan of Merger.

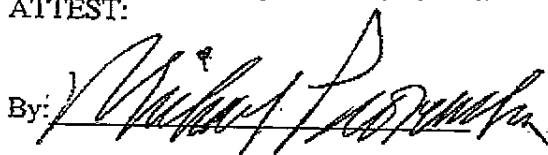
H01000021132 5

H01000021132 5

IN WITNESS WHEREOF, the parties to this Plan of Merger have caused this document to be executed by the President and attested to by the Vice President of each party hereto as the respective act, deed and agreement of each of said corporations, as of the date first above written.

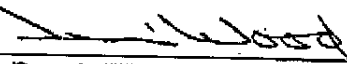
ATTEST:

By:



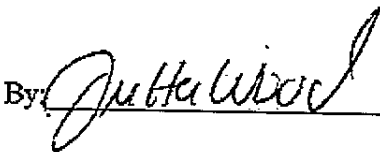
C-MAC Melbourne, Inc.

By:

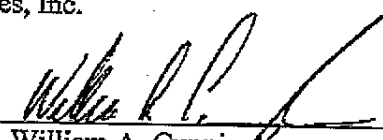

Dennis Wood,
President

ATTEST:

By:

Honeywell Electronics Manufacturing
Services, Inc.

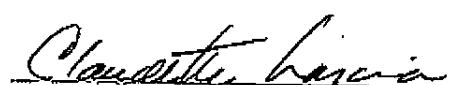
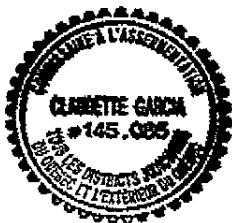
By:


William A. Cunningham
President

PROVINCE OF QUEBEC)
) ss.
DISTRICT OF MONTREAL)

The foregoing instrument was acknowledged before me this 1st day of February, 2001, by
Dennis Wood, President of C-MAC MELBOURNE, INC., on behalf of the corporation, who
[X] is personally known to me or [] has produced _____ as
identification.

(SEAL)


Notary Signature

Print Name: Claudette Garcia

My Commission Expires: 2001.12.07

Commission No: 145085

H01000021132 5

H01000021132 5

STATE OF Florida)
) ss.
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 23 day of February, 2001,
by William A. Cunningham, President of HONEYWELL ELECTRONIC MANUFACTURING
SERVICES, INC., on behalf of the corporation, who ☒ is personally known to me or ☐ has
produced _____ as identification.



(SEAL)

Faye E Bishop
Notary Signature
Print Name: Faye E Bishop
My Commission Expires: 3/28/2004
Commission No: CC 923076

G:\CLIENTS\C-MAC\Target\DA\Plan of Merger.wpd

H01000021132 5