297661

Requestor's Name

Address

City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. DevTek Holdings, Inc. and 297661 Florida Inc
(Corporation Name) (Document #)

2. Merger
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☑ Walk in ☑ Pick up time 4:30 ☐ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

	NEW FILINGS
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

	AMENDMENTS
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

	OTHER FILINGS
	Annual Report
	Fictitious Name
	Name Reservation

	REGISTRATION/ QUALIFICATION
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

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97 SEP -8 PM 4:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

File Number: 400002297214--1
-09/18/97--01084--015
****250.00 ****122.50

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97 SEP -8 PM 1:51
DIVISION OF CORPORATION

Examiner's Initials	

CR2E031(1/95)

297661

ARTICLES OF MERGER
Merger Sheet

MERGING:

DEVTEK HOLDINGS, INC., a Florida corporation 682762

,

INTO

297661 FLORIDA, INC., a Florida corporation, 297661

File date: September 8, 1997

Corporate Specialist: Annette Hogan

FILED
97 SEP -8 PM 4:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

DEVTEK HOLDINGS, INC.
(a Florida corporation)

AND

297661 FLORIDA, INC.
(a Florida corporation)

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide that:

1. Devtek Holdings, Inc., a Florida corporation ("Holdings") shall be merged with and into 297661 Florida, Inc., a Florida corporation ("Dexter") and wholly-owned subsidiary of Holdings. Dexter shall be the surviving corporation.

2. The merger shall become effective as of the time on which these Articles of Merger are filed by the Florida Secretary of State.

3. The Agreement and Plan of Merger dated as of September 8, 1997, pursuant to which Holdings shall be merged with and into Dexter, was adopted by the Board of Directors of Holdings by written consent dated as of September 5, 1997 pursuant to Section 607.0821 of the FBCA. Pursuant to Section 607.1104 of the FBCA, shareholder approval was not required. The Agreement and Plan of Merger is attached to these Articles of Merger as Attachment A.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Holdings and Dexter by their authorized officers as of September 8, 1997.

DEVTEK HOLDINGS, INC.

By: _____
Randall D. Pomeroy, Vice President

297661 FLORIDA, INC.

By: _____
Randall D. Pomeroy, Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "***Agreement***"), is executed as of the 8th day of September, 1997, by and between (i) DEVTEK HOLDINGS, INC., a Florida corporation ("***Holdings***") and (ii) 297661 FLORIDA, INC., a Florida corporation and a wholly-owned subsidiary of Holdings ("***Dexter***").

WHEREAS, Holdings and Dexter are parties to that certain Plan of Recapitalization and Reorganization, dated as of September 5, 1997, by and among Devtek Corporation and its several subsidiaries listed therein (the "***Plan***");

WHEREAS, the Board of Directors of each of Holdings and Dexter have determined that, in accordance with the business purpose recited in the Plan, the merger of Holdings with and into Dexter is in the best interest of its respective corporation;

WHEREAS, Holdings shall be merged with and into Dexter and all of the issued and outstanding shares of the capital stock of Dexter (which are owned by Holdings) shall be canceled and each share of capital stock of Holdings shall be automatically converted into one share of capital stock of Dexter; and

WHEREAS, for federal income tax purposes, it is intended that the Merger provided for herein shall qualify as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "***Code***");

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1. THE MERGER.

1.1 **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), Holdings shall be merged with and into Dexter in accordance with this Agreement and the separate corporate existence of Holdings shall thereupon cease (the "***Merger***"). Dexter shall be the surviving corporation in the Merger (sometimes hereinafter referred to as, the "***Surviving Corporation***"). The Merger shall constitute a "short-form" merger pursuant to Section 607.1104 of the Florida Business Corporation Act (the "***Florida Act***") and have the effect of a merger as specified in Section 607.1106 of the Florida Act.

1.2 **Appraisal.** Shareholders of Holdings who would be entitled to approve the Merger pursuant to Section 607.1103 of the Florida Act and who dissent from the Merger pursuant to Section 607.1320 of the Florida Act may be entitled to be paid the fair value of their shares if they comply with the provisions of the Florida Act regarding the rights of dissenting shareholders.

1.3 **Effective Time.** If this Agreement shall not have been terminated as provided in Section 7 hereof, the parties hereto shall cause Articles of Merger, in the form of Exhibit 1 hereto that meets the requirements of Section 607.1105 of the Florida Act to be properly prepared, executed and filed in accordance with Section 607.0120 of the Florida Act on the Closing Date. The Merger shall become effective at the time of filing of the Articles of Merger with the Secretary of State of the State of Florida or at such later time which the parties hereto shall have agreed upon and designated in such filings (the "***Effective Time***").

SECTION 2. THE SURVIVING CORPORATION

2.1 **Charter.** The Articles of Incorporation of Dexter, as amended and in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

2.2 **Bylaws.** The Bylaws of Dexter in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with applicable law.

2.3 **Directors.** The directors of Dexter immediately prior to the Effective Time shall be the directors of the Surviving Corporation as of the Effective Time.

2.4 **Officers.** Officers of Dexter immediately prior to the Effective Time shall be the officers of the Surviving Corporation as of the Effective Time.

SECTION 3. CANCELLATION OF SHARES. At the Effective Time, all of the issued and outstanding shares of capital stock of Dexter shall be deemed automatically canceled and retired and shall cease to exist with no further action on the part of Holdings or Dexter.

SECTION 4. CONVERSION OF HOLDINGS SHARES. At the Effective Time, (i) each issued and outstanding share of Preferred Stock, par value $1.00 per share, of Holdings (the "***Holdings Preferred Stock***") shall be deemed to be automatically converted, with no further action on the part of Dexter, Holdings or the shareholders of Holdings, into one share of Preferred Stock, par value $1.00 per share, of Dexter (the "***Dexter Preferred Stock***"); and (ii) each issued and outstanding share of Common Stock, par value $1.00 per share, of Holdings (the "***Holdings Common Stock***") shall be deemed to be automatically converted, with no further action on the part of Dexter, Holdings or the shareholders of Holdings, into one share of Common Stock, par value $1.00 per share, of Dexter (the "***Dexter Common Stock***"). Upon the surrender for cancellation by a stockholder of Holdings of the stock certificate, in definitive form, evidencing ownership of shares of Holdings Preferred Stock or Holdings Common Stock or, in lieu thereof, upon delivery by a stockholder of Holdings of an affidavit of lost stock certificate in a form reasonably satisfactory to Dexter, Dexter shall promptly issue and deliver to such stockholder a stock certificate, in definitive form, evidencing ownership of a like number of shares of Dexter Preferred Stock or Dexter Common Stock, as appropriate.

SECTION 5. CLOSING. Subject to the terms and provisions of this Agreement, the Closing shall take place on the 8th day of September, 1997, at such time and place to which the parties may agree. The day on which the Closing actually takes place is herein sometimes referred to as the Closing Date.

SECTION 6. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF HOLDINGS. Holdings hereby represents and warrants to Dexter that each of the statements set forth below is complete and correct as of the date hereof:

6.1 **Capitalization**.

(a) The authorized capital stock of Holdings consists of 7,500 shares of common stock, par value $1.00 per share, and 15,000,000 shares of preferred stock, $1.00 per share, of which as of the date hereof, 4,368 shares of common stock are issued and outstanding and held by Devtek LLC, a Delaware limited liability company, and 11,760,000 shares of preferred stock are issued and outstanding and held by Devtek Corporation, an Ontario corporation, the stockholders of record of Holdings (such shares of capital stock hereinafter collectively referred to as, the "***Holdings Shares***").

(b) No assessments have been made with respect to the Holdings Shares that have not been fully satisfied. There are no other authorized or outstanding or authorized rights, contracts, rights to subscribe, conversion rights, exchange rights, warrants, options, calls, puts or other agreements or commitments of any character relating to the capital stock of Holdings or any securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of any class of capital stock of Holdings. None of the stock of Holdings is subject to any pledge, security interest or lien of any kind. No shares of the capital stock of Holdings are reserved for any purpose; there are no preemptive or similar rights with respect to the issuance, sale or other transfer (whether present, past or future) of the capital stock of Holdings and there are no agreements or other obligations (contingent or otherwise) which may require Holdings to issue, repurchase or otherwise acquire any shares of its capital stock or any other securities. There are not outstanding or authorized stock appreciation/phantom stock or similar rights with respect to Holdings . There are no voting trusts, proxies, or any other agreements or understandings with respect to the voting stock of Holdings.

6.2 **Existence and Rights**. Holdings is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified as a foreign corporation in all jurisdictions as the conduct of its business or the ownership of its properties require such qualification and where the failure to be so qualified would have a material adverse effect upon its business. Holdings has the corporate power and authority to own its properties, to carry on its business as now conducted, and to carry out the terms of this Agreement and the transactions contemplated hereby.

6.3 **Authorization of Agreement**. Holdings has the full right, power, and authority to execute, deliver, and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated herein. The execution, delivery, and consummation of this Agreement and all other agreements and documents executed in connection herewith by Holdings have been, or will be prior to the Closing Date, duly authorized by all necessary action, and do not require notice to, or the consent or approval of, any governmental or other regulatory authority or other person. No other action on the part of Holdings or any other person or entity will necessary at the Closing to authorize the execution, delivery, and consummation of this Agreement by Holdings and all other agreements and

documents executed in connection herewith. This Agreement and all other agreements and documents to be executed in connection herewith by Holdings, upon due execution and delivery thereof by all parties, constitute legal, valid, and binding obligations of Holdings, enforceable against them in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights generally or by the principles governing the availability of equitable remedies, irrespective of whether such enforceability is considered in a proceeding at law or in equity).

6.4 **No Conflict**. The execution, delivery, and performance by Holdings of this Agreement will not (i) modify, breach, or constitute grounds for the occurrence or declaration of a default under or allow another party a right to terminate any agreement, indenture, undertaking, or other instrument to which Holdings is a party or by which they or any of their assets may be bound or affected; (ii) violate any provision of law or any regulation or any order, judgment, or decree of any court or other agency of government to which Holdings is subject; (iii) violate any provision of the Articles of Incorporation or Bylaws of Holdings; or (iv) result in the creation or imposition of (or the obligation to create or impose) any claim on any of Holdings' properties.

SECTION 7. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF DEXTER. Dexter hereby represents and warrants that each of the following statements is complete and correct as of the date hereof:

7.1 **Existence and Rights**. Dexter is corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified as a foreign corporation in all jurisdictions as the conduct of its business or the ownership of its properties require such qualification and where the failure to be so qualified would have a material adverse effect upon its business. Dexter has the corporate power and authority to own its properties, to carry on its business as now conducted, and to carry out the terms of this Agreement and the transactions contemplated hereby.

7.2 **Authorization of Agreement**. Dexter has the full right, power, and authority to execute, deliver, and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated herein. The execution, delivery, and consummation of this Agreement and all other agreements and documents executed in connection herewith by Dexter have been, or will be prior to the Closing Date, duly authorized by all necessary action, and do not require notice to, or the consent or approval of, any governmental or other regulatory authority or other person. No other action on the part of Dexter or any other person or entity will be necessary at the Closing to authorize the execution, delivery, and consummation of this Agreement by Dexter and all other agreements and documents executed in connection herewith. This Agreement and all other agreements and documents to be executed in connection herewith by Dexter, upon due execution and delivery thereof by all parties, constitute legal, valid, and binding obligations of Dexter, enforceable against them in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights generally or by the principles governing the availability of equitable remedies, irrespective of whether such enforceability is considered in a proceeding at law or in equity).

7.3 **No Conflict**. The execution, delivery, and performance by Dexter of this Agreement will not (i) modify, breach, or constitute grounds for the occurrence or declaration of a default under or allow another party a right to terminate any agreement, indenture, undertaking, or other instrument to which Dexter is a party or by which they or any of their assets may be bound or affected; (ii) violate any provision of law or any regulation or any order, judgment, or decree of any court or other agency of government to which Dexter is subject; (iii) violate any provision of the Articles of Incorporation or Bylaws of Dexter; or (iv) result in the creation or imposition of (or the obligation to create or impose) any claim on any of Dexter's properties.

SECTION 8. TERMINATION.

8.1 **Agreement Termination**. At any time before the Closing, this Agreement may be terminated by mutual consent of the parties. If the Closing does not occur by October 1, 1997, this Agreement shall terminate effective as of 5:00 p.m. (Central Time) on such date, unless such date is extended by mutual written agreement of the parties hereto, in which case this Agreement shall terminate on the date selected by the parties for such extension, at the aforementioned time of day.

8.2 **Effect of Termination**. If this Agreement shall be terminated as provided in Section 8.1 hereof, all obligations of the parties hereunder shall terminate without liability of any party to any other party.

SECTION 9. MISCELLANEOUS.

9.1 **Headings**. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

9.2 **Governing Law**. All questions with respect to this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of Florida, regardless of the choice of law provisions in effect in Florida or any other jurisdiction.

9.3 **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of each of the parties; provided, however, that this Agreement may not be assigned by any party without the prior written consent of the other.

9.4 **Complete Agreement; Modifications**. This Agreement, the schedules and exhibits attached hereto, and any documents referred to herein or executed contemporaneously herewith constitute all of the representatives, warranties, and agreements of the parties hereto with respect to the subject matter hereof, and all prior understandings, agreements, promises, representations, and warranties (whether oral or written) with respect to such matters are superseded. This Agreement may not be amended, modified, waived, discharged, or terminated except by an instrument in writing signed by each party hereto.

9.5 **Severability**. The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision were omitted. Furthermore, in lieu

of such invalid, illegal, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and as may be valid, legal, and enforceable.

9.6 **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

DEVTEK HOLDINGS, INC.

By: _____
Randall D. Pomeroy, Vice President

297661 FLORIDA, INC.

By: _____
Randall D. Pomeroy, Vice President

#548314

EXHIBIT 1

ARTICLES OF MERGER

OF

DEVTEK HOLDINGS, INC.
(a Florida corporation)

AND

297661 FLORIDA, INC.
(a Florida corporation)

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide that:

1. Devtek Holdings, Inc., a Florida corporation ("Holdings") shall be merged with and into 297661 Florida, Inc., a Florida corporation ("Dexter") and wholly-owned subsidiary of Holdings. Dexter shall be the surviving corporation.

2. The merger shall become effective as of the time on which these Articles of Merger are filed by the Florida Secretary of State.

3. The Agreement and Plan of Merger dated as of September 8, 1997, pursuant to which Holdings shall be merged with and into Dexter, was adopted by the Board of Directors of Holdings by written consent dated as of September 5, 1997 pursuant to Section 607.0821 of the FBCA. Pursuant to Section 607.1104 of the FBCA, shareholder approval was not required. The Agreement and Plan of Merger is attached to these Articles of Merger as Attachment A.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Holdings and Dexter by their authorized officers as of September 8, 1997.

DEVTEK HOLDINGS, INC.

By:_____
Randall D. Pomeroy, Vice President

297661 FLORIDA, INC.

By:_____
Randall D. Pomeroy, Vice President

297661

Requestor's Name

Address

City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. 297661 Florida, Inc (Corporation Name) (Document #)
2. (Corporation Name) (Document #)
3. (Corporation Name) (Document #)
4. (Corporation Name) (Document #)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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- ☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

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DIVISION OF CORPORATION

File

	NEW FILINGS
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	Reinstatement
	Trademark
	Other

9/8/97

CR2E031(1/95)

Examiner's Initials	

297661 FLORIDA, INC.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

I. The name of the corporation is 297661 Florida, Inc., a Florida corporation.

II. Article 3 of the Articles of Incorporation is hereby deleted and replaced with the following:

The Corporation is authorized to issue 10,000 shares of Common Stock, par value $1.00 per share, each share of which shall carry one vote concerning any and all issues where any share is entitled to vote, and 15,000,000 shares of Preferred Stock, par value $1.00 per share (the "Preferred Stock"), having the powers, privileges, rights, qualifications, limitations, and restrictions as follows:

1. Designation and Amount. The shares of such series shall be designated "Preferred Stock" (the "Preferred Stock") and the number of shares constituting such series shall be 5,000,000.

2. Dividends.

(a) From and after the date of issuance hereof, the holders of Preferred Stock shall be entitled to receive, when and as declared, out of the net profits of the Corporation, dividends at the rate of $0.058 per share per annum, payable in cash or in additional shares of Preferred Stock, before any dividends shall be set apart for or paid upon the Common Stock or any other stock ranking on liquidation junior to the Preferred Stock (such stock being referred to hereinafter collectively as "Junior Stock") in any year. The number of shares of Preferred Stock to be issued in payment of the dividend with respect to each outstanding share of Preferred Stock shall be determined by dividing the amount of the dividend that would have been payable had such dividend been paid in cash by $1.00. To the extent that any such dividend would result in the issuance of a fractional share of Preferred Stock (which shall be determined with respect to the aggregate number of shares of Preferred Stock held of record by each holder) then the amount of such fraction multiplied by $1.00 shall be paid in cash (unless there are no legally available funds with which to make such cash payment, in which event such cash payment shall be made as soon as possible). All dividends declared upon Preferred Stock shall be declared pro rata per share.

(b) Dividends on the Preferred Stock shall be non-cumulative. If dividends are not declared or paid on or before the 90th calendar day following the end of a fiscal year of the Corporation, then the right of the holders of the Preferred Stock to receive a dividend for the immediately preceding fiscal year shall expire.

3. Liquidation, Dissolution or Winding Up.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Preferred Stock then outstanding shall be entitled to be

paid out of the assets of the Corporation available for distribution to its shareholders upon such liquidation, dissolution or winding up, but before any payment shall be made to the holders of Junior Stock, an amount equal to $1.00 per share (subject to adjustment in the event of any dividend, stock split, stock distribution or combination with respect to such shares), plus any declared but unpaid dividends as of the date of such liquidation, dissolution or winding up. If upon any such liquidation, dissolution or winding up of the Corporation the assets of the Corporation available for the distribution to its shareholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled, the holders of shares of Preferred Stock, and any class of stock ranking on liquidation on a parity with the Preferred Stock, shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect to the shares held by them upon such distribution if all amounts payable on or with respect to said shares were paid in full.

(b) After payment of all preferential amounts required to be paid to the holders of Preferred Stock upon the dissolution, liquidation or winding up of the Corporation, the holders of shares of Common Stock then outstanding shall be entitled to receive the remaining assets and funds of the Corporation available for distribution to its shareholders.

(c) The merger or consolidation of the Corporation into or with another corporation, the merger or consolidation of any other corporation into or with the Corporation, or the sale, conveyance, mortgage, pledge or lease of all or substantially all the assets of the Corporation shall not be deemed to be a liquidation, dissolution or winding up of the Corporation for purposes of this Section 3.

4. Voting. Each 1,000 issued and outstanding shares of Preferred Stock shall be entitled to one vote at each meeting of shareholders of the Corporation with respect to any and all matters presented to the shareholders of the Corporation for their action or consideration. Except as required by law, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

5. Redemption.

(a) The Corporation may, at its sole and absolute discretion, redeem (to the extent that such redemption shall not violate any applicable provisions of the laws of the State of Florida) at a price of $1.00 per share (subject to adjustment in the event of any stock dividend, stock split, stock distribution or combination with respect to such shares), plus an amount of equal to any dividends declared but unpaid thereon (such amount is hereinafter referred to as the "Redemption Price"), at any time and from time to time, all or part of the issued and outstanding shares of Preferred Stock.

(b) In the event of any redemption of only a part of the then outstanding Preferred Stock, the Corporation shall effect such redemption pro rata among the holders thereof (based on the number of shares of Preferred Stock held on the date of notice of redemption).

(c) At least twenty (20) days prior to any redemption of shares of Preferred Stock by the Corporation, written notice shall be mailed, postage prepaid, to each holder of record of Preferred Stock to be redeemed, at his or its post office address last shown on the records of the Corporation, notifying such holder of the number of shares so to be redeemed, specifying the date on which such redemption shall be effected (each, a "Redemption Date") and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his or its certificate or certificates representing the shares to be redeemed (such notice is hereinafter referred to as the "Redemption Notice"). On or prior to each Redemption Date, each holder of Preferred Stock to be redeemed shall surrender his or its certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of the Preferred Stock designated for redemption in the Redemption Notice as holders of Preferred Stock of the Corporation (except the right to receive the Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

III. These Articles of Amendment were recommended by the Board of Directors and approved effective as of September 5, 1997 by the sole shareholder of the Corporation. The number of shares cast in favor of these Articles of Amendment was sufficient for approval.

The corporation has caused these Articles of Amendment to be executed by its Vice President effective as of September 8, 1997.

297661 FLORIDA, INC.

By: _____
Randall D. Pomeroy,
Vice President

297661

Requestor's Name

Address

City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____ (Corporation Name) _____ (Document #)
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4. _____ (Corporation Name) _____ (Document #)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

	NEW FILINGS
	Profit
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	Limited Liability
	Domestication
	Other

	AMENDMENTS
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
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	Merger

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DIVISION OF CORPORATION

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	OTHER FILINGS
	Annual Report
	Fictitious Name
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	REGISTRATION/ QUALIFICATION
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

9/8/97

CR2E031(1/95)

Examiner's Initials	

297661

ARTICLES OF MERGER
Merger Sheet

MERGING:

GMI PRECISION CORP., a Florida corporation K23533

INTO

297661 FLORIDA, INC., a Florida corporation, 297661

File date: September 8, 1997

Corporate Specialist: Annette Hogan

FILED
97 SEP -8 PM 4:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

GMI PRECISION CORP.
(a Florida corporation)

AND

297661 FLORIDA, INC.
(a Florida corporation)

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide that:

1. GMI Precision Corp., a Florida corporation ("GMI") and wholly-owned subsidiary of 297661 Florida, Inc., a Florida corporation ("Dexter"), shall be merged with and into Dexter, which shall be the surviving corporation.

2. The merger shall become effective as of the time on which these Articles of Merger are filed by the Florida Secretary of State.

3. The Agreement and Plan of Merger dated as of September 8, 1997, pursuant to which GMI shall be merged with and into Dexter, was adopted by the Board of Directors of Dexter by written consent dated as of September 5, 1997 pursuant to Section 607.0821 of the FBCA. Pursuant to Section 607.1104 of the FBCA, shareholder approval was not required. The Agreement and Plan of Merger is attached to these Articles of Merger as Attachment A.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of GMI and Dexter by their authorized officers as of September 8, 1997.

GMI PRECISION CORP.

By: _____
Randall D. Pomeroy, Vice President

297661 FLORIDA, INC.

By: _____
Randall D. Pomeroy, Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "***Agreement***"), is executed as of the 8th day of September, 1997, by and between (i) GMI PRECISION CORP., a Florida corporation ("***GMI***") and a wholly-owned subsidiary of 297661 FLORIDA, INC., a Florida corporation ("***Dexter***"), and (ii) Dexter.

WHEREAS, GMI and Dexter are parties to that certain Plan of Recapitalization and Reorganization, dated as of September 5, 1997, by and among Devtek Corporation and its several subsidiaries listed therein (the "***Plan***");

WHEREAS, the Board of Directors of each of GMI and Dexter have determined that, in accordance with the business purpose recited in the Plan, the merger of GMI with and into Dexter is in the best interest of its respective corporation;

WHEREAS, GMI shall be merged with and into Dexter and all of the issued and outstanding shares of GMI capital stock shall be canceled; and

WHEREAS, for federal income tax purposes, it is intended that the Merger provided for herein shall qualify as a liquidation within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the "***Code***");

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1. THE MERGER.

1.1 **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), GMI shall be merged with and into Dexter in accordance with this Agreement and the separate corporate existence of GMI shall thereupon cease (the "***Merger***"). Dexter shall be the surviving corporation in the Merger (sometimes hereinafter referred to as, the "***Surviving Corporation***"). The Merger shall constitute a "short-form" merger pursuant to Section 607.1104 of the Florida Business Corporation Act (the "***Florida Act***") and have the effect of a merger as specified in Section 607.1106 of the Florida Act.

1.2 **Appraisal.** Shareholders of GMI who would be entitled to approve the Merger pursuant to Section 607.1103 of the Florida Act and who dissent from the Merger pursuant to Section 607.1320 of the Florida Act may be entitled to be paid the fair value of their shares if they comply with the provisions of the Florida Act regarding the rights of dissenting shareholders.

1.3 **Effective Time.** If this Agreement shall not have been terminated as provided in Section 7 hereof, the parties hereto shall cause Articles of Merger, in the form of Exhibit 1 hereto that meets the requirements of Section 607.1105 of the Florida Act to be properly prepared,

executed and filed in accordance with Section 607.0120 of the Florida Act on the Closing Date. The Merger shall become effective at the time of filing of the Articles of Merger with the Secretary of State of the State of Florida or at such later time which the parties hereto shall have agreed upon and designated in such filings (the "***Effective Time***").

SECTION 2. THE SURVIVING CORPORATION

2.1 **Charter.** The Articles of Incorporation of Dexter, as amended and in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

2.2 **Bylaws.** The Bylaws of Dexter in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with applicable law.

2.3 **Directors.** The directors of Dexter immediately prior to the Effective Time shall be the directors of the Surviving Corporation as of the Effective Time.

2.4 **Officers.** Officers of Dexter immediately prior to the Effective Time shall be the officers of the Surviving Corporation as of the Effective Time.

SECTION 3. CANCELLATION OF GMI SHARES. At the Effective Time, all of the issued and outstanding shares (the "***GMI Shares***") of capital stock of GMI shall be deemed automatically canceled and retired and shall cease to exist with no further action on the part of GMI or Dexter.

SECTION 4. CLOSING. Subject to the terms and provisions of this Agreement, the Closing shall take place on the 8th day of September, 1997, at such time and place to which the parties may agree. The day on which the Closing actually takes place is herein sometimes referred to as the Closing Date.

SECTION 5. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF GMI. GMI hereby represents and warrants to Dexter that each of the statements set forth below is complete and correct as of the date hereof:

5.1 **Subsidiary; Capitalization.**

(a) GMI has no subsidiaries.

(b) The authorized capital stock of GMI consists of 1,000 shares of common stock, par value $0.01 per share, of which as of the date hereof, 100 shares are issued and outstanding and held by Dexter, the sole stockholder of record of GMI.

(c) No assessments have been made with respect to the GMI Shares that have not been fully satisfied. There are no other authorized or outstanding or authorized rights, contracts, rights to subscribe, conversion rights, exchange rights, warrants, options, calls, puts or other agreements or commitments of any character relating to the capital stock of GMI or any securities or obligations of any kind convertible into or exchangeable or exercisable for any

shares of any class of capital stock of GMI. None of the stock of GMI is subject to any pledge, security interest or lien of any kind. No shares of the capital stock of GMI are reserved for any purpose; there are no preemptive or similar rights with respect to the issuance, sale or other transfer (whether present, past or future) of the capital stock of GMI and there are no agreements or other obligations (contingent or otherwise) which may require GMI to issue, repurchase or otherwise acquire any shares of its capital stock or any other securities. There are not outstanding or authorized stock appreciation/phantom stock or similar rights with respect to GMI. There are no voting trusts, proxies, or any other agreements or understandings with respect to the voting stock of GMI.

5.2 **Existence and Rights**. GMI is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified as a foreign corporation in all jurisdictions as the conduct of its business or the ownership of its properties require such qualification and where the failure to be so qualified would have a material adverse effect upon its business. GMI has the corporate power and authority to own its properties, to carry on its business as now conducted, and to carry out the terms of this Agreement and the transactions contemplated hereby.

5.3 **Authorization of Agreement**. GMI has the full right, power, and authority to execute, deliver, and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated herein. The execution, delivery, and consummation of this Agreement and all other agreements and documents executed in connection herewith by GMI have been, or will be prior to the Closing Date, duly authorized by all necessary action, and do not require notice to, or the consent or approval of, any governmental or other regulatory authority or other person. No other action on the part of GMI or any other person or entity will necessary at the Closing to authorize the execution, delivery, and consummation of this Agreement by GMI and all other agreements and documents executed in connection herewith. This Agreement and all other agreements and documents to be executed in connection herewith by GMI, upon due execution and delivery thereof by all parties, constitute legal, valid, and binding obligations of GMI, enforceable against them in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights generally or by the principles governing the availability of equitable remedies, irrespective of whether such enforceability is considered in a proceeding at law or in equity).

5.4 **No Conflict**. The execution, delivery, and performance by GMI of this Agreement will not (i) modify, breach, or constitute grounds for the occurrence or declaration of a default under or allow another party a right to terminate any agreement, indenture, undertaking, or other instrument to which GMI is a party or by which they or any of their assets may be bound or affected; (ii) violate any provision of law or any regulation or any order, judgment, or decree of any court or other agency of government to which GMI is subject; (iii) violate any provision of the Articles of Incorporation or Bylaws of GMI; or (iv) result in the creation or imposition of (or the obligation to create or impose) any claim on any of GMI's 's properties.

SECTION 6. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF DEXTER. Dexter hereby represents and warrants that each of the following statements is complete and correct as of the date hereof:

6.1 **Existence and Rights**. Dexter is corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified as a foreign corporation in all jurisdictions as the conduct of its business or the ownership of its properties require such qualification and where the failure to be so qualified would have a material adverse effect upon its business. Dexter has the corporate power and authority to own its properties, to carry on its business as now conducted, and to carry out the terms of this Agreement and the transactions contemplated hereby.

6.2 **Authorization of Agreement**. Dexter has the full right, power, and authority to execute, deliver, and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated herein. The execution, delivery, and consummation of this Agreement and all other agreements and documents executed in connection herewith by Dexter have been, or will be prior to the Closing Date, duly authorized by all necessary action, and do not require notice to, or the consent or approval of, any governmental or other regulatory authority or other person. No other action on the part of Dexter or any other person or entity will be necessary at the Closing to authorize the execution, delivery, and consummation of this Agreement by Dexter and all other agreements and documents executed in connection herewith. This Agreement and all other agreements and documents to be executed in connection herewith by Dexter, upon due execution and delivery thereof by all parties, constitute legal, valid, and binding obligations of Dexter, enforceable against them in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights generally or by the principles governing the availability of equitable remedies, irrespective of whether such enforceability is considered in a proceeding at law or in equity).

6.3 **No Conflict**. The execution, delivery, and performance by Dexter of this Agreement will not (i) modify, breach, or constitute grounds for the occurrence or declaration of a default under or allow another party a right to terminate any agreement, indenture, undertaking, or other instrument to which Dexter is a party or by which they or any of their assets may be bound or affected; (ii) violate any provision of law or any regulation or any order, judgment, or decree of any court or other agency of government to which Dexter is subject; (iii) violate any provision of the Articles of Incorporation or Bylaws of Dexter; or (iv) result in the creation or imposition of (or the obligation to create or impose) any claim on any of Dexter's properties.

SECTION 7. TERMINATION.

7.1 **Agreement Termination**. At any time before the Closing, this Agreement may be terminated by mutual consent of the parties. If the Closing does not occur by October 1, 1997, this Agreement shall terminate effective as of 5:00 p.m. (Central Time) on such date, unless such date is extended by mutual written agreement of the parties hereto, in which case this Agreement shall terminate on the date selected by the parties for such extension, at the aforementioned time of day.

7.2 **Effect of Termination**. If this Agreement shall be terminated as provided in Section 7.1 hereof, all obligations of the parties hereunder shall terminate without liability of any party to any other party.

SECTION 8. MISCELLANEOUS.

8.1 **Headings**. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

8.2 **Governing Law**. All questions with respect to this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of Florida, regardless of the choice of law provisions in effect in Florida or any other jurisdiction.

8.3 **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of each of the parties; provided, however, that this Agreement may not be assigned by any party without the prior written consent of the other.

8.4 **Complete Agreement; Modifications**. This Agreement, the schedules and exhibits attached hereto, and any documents referred to herein or executed contemporaneously herewith constitute all of the representatives, warranties, and agreements of the parties hereto with respect to the subject matter hereof, and all prior understandings, agreements, promises, representations, and warranties (whether oral or written) with respect to such matters are superseded. This Agreement may not be amended, modified, waived, discharged, or terminated except by an instrument in writing signed by each party hereto.

8.5 **Severability**. The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision were omitted. Furthermore, in lieu of such invalid, illegal, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and as may be valid, legal, and enforceable.

8.6 **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GMI PRECISION CORP.

By: _____

Randall D. Pomeroy, Vice President

297661 FLORIDA, INC.

By: _____
Randall D. Pomeroy, Vice President

#548306

EXHIBIT 1

ARTICLES OF MERGER

OF

GMI PRECISION CORP.
(a Florida corporation)

AND

297661 FLORIDA, INC.
(a Florida corporation)

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide that:

1. GMI Precision Corp., a Florida corporation ("GMI") and wholly-owned subsidiary of 297661 Florida, Inc., a Florida corporation ("Dexter"), shall be merged with and into Dexter, which shall be the surviving corporation.

2. The merger shall become effective as of the time on which these Articles of Merger are filed by the Florida Secretary of State.

3. The Agreement and Plan of Merger dated as of September 8, 1997, pursuant to which GMI shall be merged with and into Dexter, was adopted by the Board of Directors of Dexter by written consent dated as of September 5, 1997 pursuant to Section 607.0821 of the FBCA. Pursuant to Section 607.1104 of the FBCA, shareholder approval was not required. The Agreement and Plan of Merger is attached to these Articles of Merger as Attachment A.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of GMI and Dexter by their authorized officers as of September 8, 1997.

GMI PRECISION CORP.

By:_____
Randall D. Pomeroy, Vice President

297661 FLORIDA, INC.

By:_____
Randall D. Pomeroy, Vice President

297661

Steel Hector & Davis

Requestor's Name

Address

City/State/Zip Phone #

Office Use Only

FILED
97 SEP 8 PM 4:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. 297661 Florida, Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____ Merger
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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****332.50 ****122.50

☒ Walk in ☒ Pick up time 4:30 ☐ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

	NEW FILINGS
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

	AMENDMENTS
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

	OTHER FILINGS
	Annual Report
	Fictitious Name
	Name Reservation

	REGISTRATION/ QUALIFICATION
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

File

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DIVISION OF CORPORATION

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Examiner's Initials	

CR2E031(1/95)

297661

ARTICLES OF MERGER
Merger Sheet

MERGING:

297661 FLORIDA, INC., a Florida corporation 297661

INTO

ACD TRIDON NORTH AMERICA INC., a Tennessee corporation not qualified in Florida

File date: September 8, 1997

Corporate Specialist: Annette Hogan

ARTICLES OF MERGER

OF

297661 FLORIDA, INC.
(a Florida corporation)

AND

ACD TRIDON NORTH AMERICA INC.
(a Tennessee corporation)

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide that:

1. 297661 Florida, Inc., a Florida corporation ("Dexter") shall be merged with and into ACD Tridon North America Inc., a Tennessee corporation ("ACD NA"), which shall be the surviving corporation.

2. The merger shall become effective as of the time on which these Articles of Merger are filed by the Tennessee Secretary of State.

3. The Agreement and Plan of Merger dated as of September 8, 1997, pursuant to which Dexter shall be merged with and into ACD NA, was adopted by the shareholders of Dexter by unanimous written consent dated as of September 5, 1997 pursuant to Section 607.0704 of the FBCA and adopted by the shareholders of ACD NA by unanimous written consent dated as of September 5, 1997 pursuant to Section 48-17-104 of the Tennessee Business Corporation Act. The Agreement and Plan of Merger is attached to these Articles of Merger as Attachment A.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Dexter and ACD NA by their authorized officers as of September 8, 1997.

297661 FLORIDA, INC.

By: _____
Randall D. Pomeroy, Vice President

ACD TRIDON NORTH AMERICA INC.

By: _____
Randall D. Pomeroy, Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "***Agreement***"), is executed as of the 8th day of September, 1997, by and between (i) ACD TRIDON NORTH AMERICA INC., a Tennessee corporation ("***ACD NA***") and (ii) 297661 FLORIDA, INC., a Florida corporation ("***Dexter***").

WHEREAS, ACD NA and Dexter are parties to that certain Plan of Recapitalization and Reorganization, dated as of September 5, 1997, by and among Devtek Corporation and its several subsidiaries listed therein (the "***Plan***");

WHEREAS, the Board of Directors of each of ACD NA and Dexter have determined that, in accordance with the business purpose recited in the Plan, the merger (the "***Merger***") of Dexter with and into ACD NA is in the best interest of its respective corporation;

WHEREAS, Dexter shall be merged with and into ACD NA and all of the issued and outstanding shares of the capital stock of Dexter shall be automatically converted into shares of capital stock of ACD NA;

WHEREAS, upon the effectiveness of the Merger, the 8,869,565 shares of Class A Preferred Stock, par value $1.00 per share (the "***Class A Preferred Stock***"), of ACD NA currently held by Dexter, as the sole holder of the Class A Preferred Stock, will be canceled; and

WHEREAS, for federal income tax purposes, it is intended that the Merger provided for herein shall qualify as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "***Code***");

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1. THE MERGER.

1.1 **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), Dexter shall be merged with and into ACD NA in accordance with this Agreement and the separate corporate existence of Dexter shall thereupon cease (the "***Merger***"). ACD NA shall be the surviving corporation in the Merger (sometimes hereinafter referred to as, the "***Surviving Corporation***"). The Merger shall have the effects as specified in Section 607-1107 of the Florida Business Corporation Act (the "***Florida Act***"), in accordance with the provisions of Section 607-1106 of the Florida Act, and in Section 48-21-108 of the Tennessee Business Corporation Act (the "***Tennessee Act***").

1.2 **Effective Time.** If this Agreement shall not have been terminated as provided in Section 7 hereof, the parties hereto shall cause on the Closing Date (i) the Articles of Merger, in

the form of Exhibit 1 hereto that meets the requirements of Section 607-1105 of the Florida Act to be properly prepared, executed and filed in accordance with Section 607-0120 of the Florida Act and (ii) the Articles of Merger, in the form of Exhibit 2 hereto that meets the requirements of Section 48-21-109 of the Tennessee Act to be properly prepared, executed and filed in accordance with Section 48-21-107 of the Tennessee Act. The Merger shall become effective at the time of filing of the Articles of Merger with the Secretary of the State of the State of Florida and the Secretary of State of the State of Tennessee or at such later time which the parties hereto shall have agreed upon and designated in such filings (the "***Effective Time***").

SECTION 2. THE SURVIVING CORPORATION

2.1 **Charter.** The Charter of ACD NA shall be amended and restated in the form attached hereto as Exhibit 3 at the Effective Time (the "***Amended Charter***") and shall be the Charter of the Surviving Corporation.

2.2 **Bylaws.** The Bylaws of ACD NA in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with applicable law.

2.3 **Directors.** The directors of ACD NA immediately prior to the Effective Time shall be the directors of the Surviving Corporation as of the Effective Time.

2.4 **Officers.** Officers of ACD NA immediately prior to the Effective Time shall be the officers of the Surviving Corporation as of the Effective Time.

SECTION 3. CONVERSION OF DEXTER SHARES. At the Effective Time, (i) each issued and outstanding share of Preferred Stock, par value $1.00 per share, of Dexter (the "***Dexter Preferred Stock***") shall be deemed to be automatically converted, with no further action on the part of ACD NA, Dexter, or the shareholders of Dexter, into one share of Preferred Stock, par value $1.00 per share, of ACD NA (the "***ACD NA Preferred Stock***"), which ACD NA Preferred Stock is authorized under the Amended Charter; and (ii) each issued and outstanding share of Common Stock, par value $1.00 per share, of Dexter (the "***Dexter Common Stock***") shall be deemed to be automatically converted, with no further action on the part of ACD NA, Dexter, or the shareholders of Dexter, into 3.82853 shares of Common Stock, par value $1.00 per share, of ACD NA (the "***ACD NA Common Stock***"). Upon the surrender for cancellation by a stockholder of Dexter of the stock certificate, in definitive form, evidencing ownership of shares of Dexter Preferred Stock or Dexter Common Stock or, in lieu thereof, upon delivery by a stockholder of Dexter of an affidavit of lost stock certificate in a form reasonably satisfactory to ACD NA, ACD NA shall promptly issue and deliver to such stockholder a stock certificate, in definitive form, evidencing ownership of a like number of shares of ACD NA Preferred Stock or that number of shares of ACD NA Common Stock as determined by reference to the conversion formula set forth above, as appropriate.

SECTION 4. CLOSING. Subject to the terms and provisions of this Agreement, the Closing shall take place on the 8th day of September, 1997, at such time and place to which the parties may agree. The day on which the Closing actually takes place is herein sometimes referred to as the Closing Date.

SECTION 5. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF DEXTER. Dexter hereby represents and warrants to ACD NA that each of the statements set forth below is complete and correct as of the date hereof:

5.1 **Capitalization**.

(a) The authorized capital stock of Dexter consists of 10,000 shares of common stock, par value $1.00 per share, and 15,000,000 shares of preferred stock, $1.00 per share, of which as of the date hereof, 4,368 shares of common stock are issued and outstanding and held by Devtek LLC., a Delaware limited liability company, and 11,760,000 shares of preferred stock are issued and outstanding and held by Dexter Corporation, an Ontario corporation (such shares of common stock and preferred stock are hereinafter collectively referred to as, the "***Dexter Shares***").

(b) No assessments have been made with respect to the Dexter Shares that have not been fully satisfied. There are no other authorized or outstanding or authorized rights, contracts, rights to subscribe, conversion rights, exchange rights, warrants, options, calls, puts or other agreements or commitments of any character relating to the capital stock of Dexter or any securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of any class of capital stock of Dexter. None of the stock of Dexter is subject to any pledge, security interest or lien of any kind. No shares of the capital stock of Dexter are reserved for any purpose; there are no preemptive or similar rights with respect to the issuance, sale or other transfer (whether present, past or future) of the capital stock of Dexter and there are no agreements or other obligations (contingent or otherwise) which may require Dexter to issue, repurchase or otherwise acquire any shares of its capital stock or any other securities. There are not outstanding or authorized stock appreciation/phantom stock or similar rights with respect to Dexter. There are no voting trusts, proxies, or any other agreements or understandings with respect to the voting stock of Dexter.

5.2 **Existence and Rights**. Dexter is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified as a foreign corporation in all jurisdictions as the conduct of its business or the ownership of its properties require such qualification and where the failure to be so qualified would have a material adverse effect upon its business. Dexter has the corporate power and authority to own its properties, to carry on its business as now conducted, and to carry out the terms of this Agreement and the transactions contemplated hereby.

5.3 **Authorization of Agreement**. Dexter has the full right, power, and authority to execute, deliver, and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated herein. The execution, delivery, and consummation of this Agreement and all other agreements and documents executed in connection herewith by Dexter have been, or will be prior to the Closing Date, duly authorized by all necessary action, and do not require notice to, or the consent or approval of, any governmental or other regulatory authority or other person. No other action on the part of Dexter or any other person or entity will necessary at the Closing to authorize the execution, delivery, and consummation of this Agreement by Dexter and all other agreements and documents

executed in connection herewith. This Agreement and all other agreements and documents to be executed in connection herewith by Dexter, upon due execution and delivery thereof by all parties, constitute legal, valid, and binding obligations of Dexter, enforceable against them in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights generally or by the principles governing the availability of equitable remedies, irrespective of whether such enforceability is considered in a proceeding at law or in equity).

5.4 **No Conflict**. The execution, delivery, and performance by Dexter of this Agreement will not (i) modify, breach, or constitute grounds for the occurrence or declaration of a default under or allow another party a right to terminate any agreement, indenture, undertaking, or other instrument to which Dexter is a party or by which they or any of their assets may be bound or affected; (ii) violate any provision of law or any regulation or any order, judgment, or decree of any court or other agency of government to which Dexter is subject; (iii) violate any provision of the Articles of Incorporation or Bylaws of Dexter; or (iv) result in the creation or imposition of (or the obligation to create or impose) any claim on any of Dexter's 's properties.

SECTION 6. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF ACD NA. ACD NA hereby represents and warrants that each of the following statements is complete and correct as of the date hereof:

6.1 **Capitalization**.

(a) Immediately prior to the Effective Time, the authorized capital stock of ACD NA consists of 100,000 shares of common stock, par value $1.00 per share, and 13,000,000 shares of the Class A Preferred Stock, $1.00 per share, of which as of the date hereof, 46,000 shares of common stock are issued and outstanding and held by ACD Tridon Inc., an Ontario corporation, and 8,869,565 shares of the Class A Preferred Stock are issued and outstanding and held by Dexter (such shares of common stock and preferred stock are hereinafter collectively referred to as, the "***ACD NA Shares***").

(b) No assessments have been made with respect to the ACD NA Shares that have not been fully satisfied. There are no other authorized or outstanding or authorized rights, contracts, rights to subscribe, conversion rights, exchange rights, warrants, options, calls, puts or other agreements or commitments of any character relating to the capital stock of ACD NA or any securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of any class of capital stock of ACD NA. None of the stock of ACD NA is subject to any pledge, security interest or lien of any kind. No shares of the capital stock of ACD NA are reserved for any purpose; there are no preemptive or similar rights with respect to the issuance, sale or other transfer (whether present, past or future) of the capital stock of ACD NA and there are no agreements or other obligations (contingent or otherwise) which may require ACD NA to issue, repurchase or otherwise acquire any shares of its capital stock or any other securities. There are not outstanding or authorized stock appreciation/phantom stock or similar rights with respect to ACD NA. There are no voting trusts, proxies, or any other agreements or understandings with respect to the voting stock of ACD NA.

(c) Immediately after the Effective Time, the authorized capital stock of ACD NA will consist of (i) 100,000 shares of common stock, par value $1.00 per share, and 15,000,000 shares of the Preferred Stock, $1.00 per share, of which 62,723 shares of common stock will be issued and outstanding, 46,000 of which will be held by ACDTridon Inc., an Ontario corporation, and 16,723 shares of which will be held by Devtek LLC, a Delaware limited liability company, and (ii) 15,000,000 shares of the Preferred Stock, of which 11,760,000 shares will be issued and outstanding and held by Devtek Corporation, an Ontario corporation.

6.2 **Existence and Rights**. ACD NA is corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee and is duly qualified as a foreign corporation in all jurisdictions as the conduct of its business or the ownership of its properties require such qualification and where the failure to be so qualified would have a material adverse effect upon its business. ACD NA has the corporate power and authority to own its properties, to carry on its business as now conducted, and to carry out the terms of this Agreement and the transactions contemplated hereby.

6.3 **Authorization of Agreement**. ACD NA has the full right, power, and authority to execute, deliver, and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated herein. The execution, delivery, and consummation of this Agreement and all other agreements and documents executed in connection herewith by ACD NA have been, or will be prior to the Closing Date, duly authorized by all necessary action, and do not require notice to, or the consent or approval of, any governmental or other regulatory authority or other person. No other action on the part of ACD NA or any other person or entity will be necessary at the Closing to authorize the execution, delivery, and consummation of this Agreement by ACD NA and all other agreements and documents executed in connection herewith. This Agreement and all other agreements and documents to be executed in connection herewith by ACD NA, upon due execution and delivery thereof by all parties, constitute legal, valid, and binding obligations of ACD NA, enforceable against them in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights generally or by the principles governing the availability of equitable remedies, irrespective of whether such enforceability is considered in a proceeding at law or in equity).

6.4 **No Conflict**. The execution, delivery, and performance by ACD NA of this Agreement will not (i) modify, breach, or constitute grounds for the occurrence or declaration of a default under or allow another party a right to terminate any agreement, indenture, undertaking, or other instrument to which ACD NA is a party or by which they or any of their assets may be bound or affected; (ii) violate any provision of law or any regulation or any order, judgment, or decree of any court or other agency of government to which ACD NA is subject; (iii) violate any provision of the charter or bylaws of ACD NA; or (iv) result in the creation or imposition of (or the obligation to create or impose) any claim on any of ACD NA's properties.

SECTION 7. TERMINATION.

7.1 **Agreement Termination**. At any time before the Closing, this Agreement may be terminated by mutual consent of the parties. If the Closing does not occur by October 1, 1997, this

Agreement shall terminate effective as of 5:00 p.m. (Central Time) on such date, unless such date is extended by mutual written agreement of the parties hereto, in which case this Agreement shall terminate on the date selected by the parties for such extension, at the aforementioned time of day.

7.2 **Effect of Termination.** If this Agreement shall be terminated as provided in Section 7.1 hereof, all obligations of the parties hereunder shall terminate without liability of any party to any other party.

SECTION 8. MISCELLANEOUS.

8.1 **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

8.2 **Governing Law.** All questions with respect to this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of Tennessee, regardless of the choice of law provisions in effect in Tennessee or any other jurisdiction.

8.3 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of each of the parties; provided, however, that this Agreement may not be assigned by any party without the prior written consent of the other.

8.4 **Complete Agreement; Modifications.** This Agreement, the schedules and exhibits attached hereto, and any documents referred to herein or executed contemporaneously herewith constitute all of the representatives, warranties, and agreements of the parties hereto with respect to the subject matter hereof, and all prior understandings, agreements, promises, representations, and warranties (whether oral or written) with respect to such matters are superseded. This Agreement may not be amended, modified, waived, discharged, or terminated except by an instrument in writing signed by each party hereto.

8.5 **Severability.** The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision were omitted. Furthermore, in lieu of such invalid, illegal, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and as may be valid, legal, and enforceable.

8.6 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ACD TRIDON NORTH AMERICA INC.

By: _____
Name: RANDALL D. POMEROY
Title: VICE PRESIDENT

297661 FLORIDA, INC.

By: _____
Name: RANDALL D. POMEROY
Title: VICE PRESIDENT

#548315

EXHIBIT 1

ARTICLES OF MERGER

OF

297661 FLORIDA, INC.
(a Florida corporation)

AND

ACD TRIDON NORTH AMERICA INC.
(a Tennessee corporation)

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide that:

1. 297661 Florida, Inc., a Florida corporation ("Dexter") shall be merged with and into ACD Tridon North America Inc., a Tennessee corporation ("ACD NA"), which shall be the surviving corporation.

2. The merger shall become effective as of the time on which these Articles of Merger are filed by the Tennessee Secretary of State.

3. The Agreement and Plan of Merger dated as of September 8, 1997, pursuant to which Dexter shall be merged with and into ACD NA, was adopted by the shareholders of Dexter by unanimous written consent dated as of September 5, 1997 pursuant to Section 607.0704 of the FBCA and adopted by the shareholders of ACD NA by unanimous written consent dated as of September 5, 1997 pursuant to Section 48-17-104 of the Tennessee Business Corporation Act. The Agreement and Plan of Merger is attached to these Articles of Merger as Attachment A.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Dexter and ACD NA by their authorized officers as of September 8, 1997.

297661 FLORIDA, INC.

By:_____
Randall D. Pomeroy, Vice President

ACD TRIDON NORTH AMERICA INC.

By:_____
Randall D. Pomeroy, Vice President

EXHIBIT 2

ARTICLES OF MERGER

OF

297661 FLORIDA, INC.
(a Florida corporation)

AND

ACD TRIDON NORTH AMERICA INC.
(a Tennessee corporation)

Pursuant to the provisions of Section 48-21-109 of the Tennessee Business Corporation Act, these Articles of Merger provide that:

1. 297661 Florida, Inc., a Florida corporation ("***Dexter***") shall be merged with and into ACD Tridon North America Inc., a Tennessee corporation ("***ACD NA***"), which shall be the surviving corporation.

2. The Agreement and Plan of Merger, dated as of September 8, 1997 (the "***Plan***"), pursuant to which Dexter shall be merged with and into ACD NA, was adopted by the shareholders of Dexter by unanimous written consent dated as of September 5, 1997 pursuant to Section 607.0704 of the Florida Business Corporation Act and was adopted by the shareholders of ACD NA by unanimous written consent dated as of September 5, 1997 pursuant to Section 48-17-104 of the Tennessee Business Corporation Act. The Agreement and Plan of Merger is attached to these Articles of Merger as Attachment A.

3. Pursuant to the terms of the Plan, the Charter of ACD NA will be amended and restated in its entirety in the form attached to these Articles of Merger as Attachment B. The Amendment and Restatement of ACD NA's Charter was approved by the Board of Directors of ACD NA and adopted by the shareholders of ACD NA by unanimous written consent dated as of September 5, 1997.

4. The merger and the Amendment and Restatement of ACD NA's Charter shall be effective when these Articles of Merger are filed by the Secretary of State of the State of Tennessee.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Dexter and ACD NA by their authorized officers as of September 8, 1997.

297661 FLORIDA, INC.

By:_____
Randall D. Pomeroy, Vice President

ACD TRIDON NORTH AMERICA INC.

By:_____
Randall D. Pomeroy, Vice President

EXHIBIT 3

AMENDED AND RESTATED CHARTER
OF
ACD TRIDON NORTH AMERICA INC.

Pursuant to the provisions of § 48-20-107 of the Tennessee Business Corporation Act (the "Act"), the undersigned corporation hereby amends and restates its Charter to supersede the original Charter and all prior amendments thereto as follows:

FIRST: The name of the corporation is:

ACD Tridon North America Inc.

SECOND: The text of the Amended and Restated Charter is as follows:

ARTICLE I. The name of the corporation is ACD Tridon North America Inc.

ARTICLE II. The duration of the corporation is perpetual.

ARTICLE III. The street address, zip code and county of the registered office and the registered agent of the corporation in Tennessee shall be:

Michael Hottinger
8100 Tridon Drive
Smyrna, Tennessee 37167
County of Williamson

ARTICLE IV. The street address and zip code of the principal office of the corporation shall be:

ACD Tridon North America Inc.
8100 Tridon Drive
Smyrna, Tennessee 37167
County of Williamson

ARTICLE V. The corporation is for profit.

ARTICLE VI. The purpose or purposes for which the corporation is organized are:

A. To manufacture, import, export, buy, sell and deal in clamps, stampings, formed metal wares, fittings and appurtenances of all kinds, and generally to carry on all lines of business as manufacturers, designers, producers, merchants, wholesale and retail, and importers and exporters generally, without limitation as to class of products and merchandise, and to manufacture, produce, adapt, prepare, buy, sell and otherwise deal in any materials, articles or things required in connection with or incidental to such business;

B. To buy, lease, rent or otherwise acquire, own, hold, use, develop, improve, operate and sell, lease, pledge, mortgage or otherwise dispose of, or otherwise deal in, equipment, machinery and other personal property, real estate, leaseholds and any and all interest or estates therein or appertaining thereto; and to construct, manage, operate, improve, maintain, lease, and otherwise deal with buildings, structures and improvements situated or to be situated on any real estate or leasehold; and

C. To take any and all actions necessary or convenient in connection with any of the foregoing activities, and to engage in any other lawful business.

ARTICLE VII. The total number of shares of all classes of capital stock which the corporation shall have the authority to issue is 15,100,000 shares, consisting of 100,000 shares of Common Stock, $1.00 par value per share, and 15,000,000 shares of Class A Preferred Stock, $1.00 par value per share.

The designations and the powers, preferences and rights, and the qualifications, limitations and restrictions of the shares of capital stock of the corporation are as follows:

A. PREFERRED STOCK.

The Corporation shall have authority to issue 15,000,000 shares of Preferred Stock, par value $1.00 per share (the "Preferred Stock"), having the powers, privileges, rights, qualifications, limitations, and restrictions as follows:

1. DIVIDENDS.

(a) From and after the date of issuance hereof, the holders of Preferred Stock shall be entitled to receive, when and as declared, out of the net profits of the Corporation, dividends at the rate of $0.058 per share per annum, payable in cash or in additional shares of Preferred Stock, before any dividends shall be set apart for or paid upon the Common Stock or any other stock ranking on liquidation junior to the Preferred Stock (such stock being referred to hereinafter collectively as "Junior Stock") in any year. The number of shares of Preferred Stock to be issued in payment of the dividend with respect to each outstanding share of Preferred Stock shall be determined by dividing the amount of the dividend that would have been payable had such dividend been paid in cash by $1.00. To the extent that any such dividend would result in the issuance of a fractional share of Preferred Stock (which shall be determined with respect to the aggregate number of shares of Preferred Stock held of record by each holder) then the amount of such fraction multiplied by $1.00 shall be paid in cash (unless there are no legally available funds with which to make such cash payment, in which event such cash payment shall be made as soon as possible). All dividends declared upon Preferred Stock shall be declared pro rata per share.

(b) Dividends on the Preferred Stock shall be non-cumulative. If dividends are not declared or paid on or before the 90th calendar day following the end of a fiscal year of the Corporation, then the right of the holders of the Preferred Stock to receive a dividend for the immediately preceding fiscal year shall expire.

2. LIQUIDATION, DISSOLUTION OR WINDING UP.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders upon such liquidation, dissolution or winding up, but before any payment shall be made to the holders of Junior Stock, an amount equal to $1.00 per share (subject to adjustment in the event of any, dividend, stock split, stock distribution or combination with respect to such shares), plus any declared but unpaid dividends as of the date of such liquidation, dissolution or winding-up. If upon any such liquidation, dissolution or winding up of the Corporation the assets of the Corporation available for the distribution to its shareholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled, the holders of shares of Preferred Stock, and any class of stock ranking on liquidation on a parity with the Preferred Stock, shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect to the shares held by them upon such distribution if all amounts payable on or with respect to said shares were paid in full.

(b) After the payment of all preferential amounts required to be paid to the holders of Preferred Stock upon the dissolution, liquidation or winding up of the Corporation, the holders of shares of Common Stock then outstanding shall be entitled to receive the remaining assets and funds of the Corporation available for distribution to its shareholders.

(c) The merger or consolidation of the Corporation into or with another corporation, the merger or consolidation of any other corporation into or with the Corporation, or the sale, conveyance, mortgage, pledge or lease of all or substantially all the assets of the Corporation shall not be deemed to be a liquidation, dissolution or winding up of the Corporation for purposes of this Section 3.

3. VOTING. Each 1,000 issued and outstanding shares of Preferred Stock shall be entitled to one vote at each meeting of shareholders of the Corporation with respect to any and all matters presented to the shareholders of the Corporation for their action or consideration. Except as required by law, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

4. REDEMPTION.

(a) The Corporation may, at its sole and absolute discretion, redeem (to the extent that such redemption shall not violate any applicable provisions of the laws of the State of Florida) at a price of $1.00 per share (subject to adjustment in the event of any stock dividend, stock split, stock distribution or combination with respect to such shares), plus an amount equal to any dividends declared but unpaid thereon (such amount is hereinafter referred to as the "Redemption Price"), at any time and from time to time, all or part of the issued and outstanding shares of Preferred Stock.

(b) In the event of any redemption of only a part of the then outstanding Preferred Stock, the Corporation shall effect such redemption pro rata among the holders thereof (based on the number of shares of Preferred Stock held on the date of notice of redemption).

(c) At least twenty (20) days prior to any redemption of shares of Preferred Stock by the Corporation, written notice shall be mailed, postage prepaid, to each holder of record of Preferred Stock to be redeemed, at his or its post office address last shown on the records of the Corporation, notifying such holder of the number of shares so to be redeemed, specifying the date on which such redemption shall be effected (each, a "Redemption Date") and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his or its certificate or certificates representing the shares to be redeemed (such notice is hereinafter referred to as the "Redemption Notice"). On or prior to each Redemption Date, each holder of Preferred Stock to be redeemed shall surrender his or its certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of the Preferred Stock designated for redemption in the Redemption Notice as holders of Preferred Stock of the Corporation (except the right to receive the Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

B. COMMON STOCK

1. DIVIDEND RIGHTS. Whenever there shall have been declared and paid, or set aside for payment to the holders of the outstanding shares of any class of stock having preference over the Common Stock as to the payment of dividends and sinking fund, retirement fund or other retirement payments, the full amount of such dividends and sinking fund, retirement fund or other retirement payments, if any, to which such holders are respectively entitled in preference to the Common Stock, then dividends may be paid on the Common Stock, and on any class of stock entitled to participate therewith as to dividends, out of any assets legally available for the payment of dividends, but only when and as declared by the board of directors of the corporation.

2. LIQUIDATION RIGHTS. In the event of any liquidation, dissolution or winding up of the affairs (whether voluntary or otherwise) of the corporation, after there shall have been declared and paid, or set aside for payment, to the holders of the outstanding shares of any class having preference over the Common Stock in any such event, the full preferential amounts to which they are respectively entitled, the holders of the Common Stock and of any class of stock entitled to participate therewith, in whole or in part, as to the distribution of assets shall be entitled, after payment or provision for payment of all debts and liabilities of the corporation, including liabilities of the corporation to holders of the Class A Preferred Stock to receive the remaining assets of the Corporation available for distribution in cash or in kind.

Each share of the Common Stock shall have the same relative powers, preferences and rights as, and shall be identical in all respects with, all the other shares of the Common Stock of the corporation.

3. VOTING RIGHTS. Except as provided in this Article VII, the holders of the Common Stock shall exclusively possess all voting power. Each holder of shares of Common Stock shall be entitled to one vote for each share held by such holder.

ARTICLE VIII. To the fullest extent permitted by the Act as the same is effective on the date hereof or may hereafter be amended from time to time, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the Act is amended after approval by the shareholders of this provision to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended from time to time. Any repeal or modification of this Article VIII by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

ARTICLE IX. The Board of Directors may take, on written consent without a meeting, any action which it could take by means of a regularly or specially called and held meeting, provided that such a written consent sets forth the action so taken and is signed by all of the directors.

ARTICLE X. The Board of Directors shall have the power to adopt, amend or repeal any of the corporation's by-laws subject to any provisions of law then applicable.

ARTICLE XI. No holder of shares of any class of the capital stock of the corporation shall have preemptive rights as that term is defined in the Act.

THIRD: The Amended and Restated Charter as set forth above contains amendments requiring shareholder approval and was duly adopted by the Board of Directors and the sole shareholder of the Corporation.

ACD TRIDON NORTH AMERICA INC.

By:_____
Randall D. Pomeroy, Vice President

Date: September 8, 1997

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