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COUNSEL  
J. DARBY BOWMAN

386861

June 17, 1997

VIA UPS OVERNIGHT DELIVERY

Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: Beacon North, Inc., a Florida Corporation, Merger into  
Beacon North, Inc., a Maryland Corporation

Dear Clerk:

500002218605--5

-06/20/97--01076--022

\*\*\*\*\*70.00 \*\*\*\*\*70.00

Enclosed please find the following which are required for the reinstatement of Beacon North, Inc.:

1. Two (2) original Applications for Reinstatement; and
2. Check No. 2706 payable to "Florida Dept of State" in the amount of \$915.00 for reinstatement fees.

Also enclosed are the following documents which are required to be filed regarding the merger of Beacon North, Inc., a Florida corporation into Beacon North, Inc., a Maryland corporation:

1. Articles of Merger dated June 16, 1997;
2. A copy of the Agreement of Merger and Plan of Reorganization dated June 16, 1997;
3. Check No. 2708 payable to "Fla Dept of State" in the amount of \$70.00 for filing fee of the Articles of Merger.

Once Beacon North, Inc. has been fully reinstated and in good standing, please accept and file the above merger documents.

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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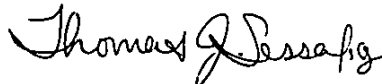
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merger  
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Florida Department of State  
June 17, 1997  
Page Two

We look forward to receiving confirmation that Beacon North, Inc. has been reinstated and that the Articles of Merger have been accepted.

If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in cursive script, reading "Thomas J. Sessa".

Thomas J. Sessa

TJS/skg  
Enclosures

cc: Sharon Green, President  
Stuart V. Krometis, Vice President  
Jerry D. Focas, Esquire

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

BEACON NORTH, INC., a Florida corporation, 386861

INTO

**BEACON NORTH, INC.**, a Maryland corporation not qualified in Florida.

File date: June 18, 1997

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER**

**MERGING**

**BEACON NORTH, INC., a Florida Corporation**

**INTO**

**BEACON NORTH, INC., a Maryland Corporation**

THESE ARTICLES OF MERGER, dated this 16<sup>th</sup> day of June, 1997, pursuant to Section 3-109 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended (hereinafter referred to as the "Code"), are entered into by and between BEACON NORTH, INC., a Florida Corporation (hereinafter referred to as "BEACON NORTH FLORIDA") and BEACON NORTH, INC., a Maryland Corporation (hereinafter referred to as "BEACON NORTH MARYLAND"), said corporations hereinafter being collectively referred to as "the Constituent Corporations".

**FIRST:** The Constituent Corporations have agreed to effect a merger, and that the terms and conditions of said merger, the mode of carrying the same into effect and the manner and basis of converting or exchanging the shares of issued stock of each of the Constituent Corporations into different stock or other consideration pursuant to Section 3-103 of the Code, and the manner of dealing with any issued stock of the Constituent Corporations not to be so converted or exchanged are and shall be as set forth herein.

**SECOND:** The name and place of incorporation of the parties to these Articles of Merger are as follows:

**BEACON NORTH FLORIDA**, a Florida Corporation, organized on August 13, 1971 under the general corporation law of the State of Florida; and

**BEACON NORTH MARYLAND**, a Maryland Corporation, organized and existing under the laws of Maryland.

**BEACON NORTH MARYLAND** shall be the successor corporation under the name of BEACON NORTH, INC.

**THIRD:** The county in the State of Maryland where each party to these Articles of Merger has its principal office is as follows:

**BEACON NORTH FLORIDA** - Howard County at 8965 Guilford Road, Columbia, Maryland 21046.

**BEACON NORTH MARYLAND** - Howard County at 8965 Guilford Road, Columbia, Maryland 21046.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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Neither of the Constituent Corporations owns property in any county in Maryland, the title to which could be effected by the recording of an instrument among the land records.

**FOURTH:** The terms and conditions of this transaction as set forth in these Articles of Merger were advised, authorized and approved by each corporation party to these Articles in the manner and by the vote required by its charter or declaration and the laws of the place where it is organized. The manner of approval by each of the parties to these Articles of Merger is as follows:

The Articles of Merger were duly approved by resolution adopted by a majority vote of the entire board of directors of BEACON NORTH FLORIDA on June 16, 1997 and by an Informal Action of Stockholders dated June 16, 1997. Thus, this merger has been approved by BEACON NORTH FLORIDA in the manner and by the vote required by the Laws of the State of Florida and by the Articles of Incorporation of said Corporation.

The Articles of Merger were duly approved by resolution adopted by a majority vote of the entire board of directors of BEACON NORTH MARYLAND on June 16, 1997 and by an Informal Action of Stockholders dated June 16, 1997. Thus, this merger has been approved by BEACON NORTH MARYLAND in the manner and by the vote required by the Laws of the State of Maryland and by the Articles of Incorporation of said Corporation.

**FIFTH:** No amendment is made to the Charter of the surviving corporation as part of the merger.

**SIXTH:** Information regarding the capitalization of each of the corporations party to these Articles is as follows:

**As to BEACON NORTH FLORIDA:** Authorized capitalization of Five Thousand (5000) shares of Common Stock of the par value of One Dollar (\$1.00) per share, of which Ten (10) shares are issued and outstanding; the aggregate par value of all shares being Ten Dollars (\$10.00).

**As to BEACON NORTH MARYLAND:** Authorized capitalization of Five Thousand (5000) shares of Common Stock, no par value, of which One Hundred (100) shares are issued and outstanding; the aggregate par value of all shares being Zero Dollars (\$0.00).

**SEVENTH:** The manner and basis of converting or exchanging the issued stock of the Constituent Corporations into different stock and the treatment of any issued stock of the Constituent Corporations not to be converted on the Effective Date shall be as follows:

A. Each share of BEACON NORTH FLORIDA Common Stock, if any, which remains unissued on the Effective Date of this Merger shall be canceled.

B. Each share of BEACON NORTH MARYLAND Common Stock which is issued and outstanding on the Effective Date of this Merger shall remain issued and outstanding as one (1) share of BEACON NORTH MARYLAND Common Stock.

C. Each share of BEACON NORTH FLORIDA Common Stock which is issued and outstanding on the Effective Date of this Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted or exchanged by BEACON NORTH MARYLAND into ten (10) fully paid shares of BEACON NORTH MARYLAND Common Stock, and outstanding certificates representing shares of Beacon Florida Common Stock shall thereafter represent shares of Beacon Maryland Common Stock.

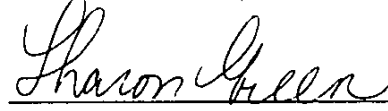
D. All issued and outstanding shares of BEACON NORTH MARYLAND Common Stock held by BEACON NORTH FLORIDA immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be canceled.

IN WITNESS WHEREOF, BEACON NORTH, INC., a Florida Corporation and BEACON NORTH, INC., a Maryland Corporation, the corporations parties to this merger, have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by the respective Presidents and witnessed or attested by their respective Secretaries as of the 16<sup>th</sup> day of June, 1997.


ATTEST:

  
Carl E. Miles, Secretary


BEACON NORTH, INC. a Florida Corporation

  
Sharon Green, President

ATTEST:

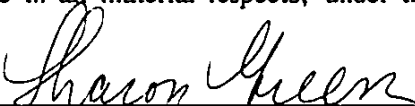
  
Carl E. Miles, Secretary

BEACON NORTH, INC. a Maryland Corporation

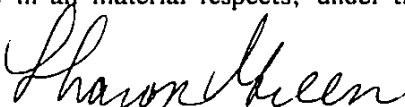
  
Sharon Green, President

[Signatures Continued]

THE UNDERSIGNED, President of BEACON NORTH, INC. a Florida Corporation, who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger to be the corporate act of said corporation and further certifies that, to the best of her knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

  
Sharon Green, President

THE UNDERSIGNED, President of BEACON NORTH, INC. a Maryland Corporation, who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger to be the corporate act of said corporation and further certifies that, to the best of her knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

  
Sharon Green, President

## AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization is made this 16<sup>th</sup> day of June, 1997 by and between BEACON NORTH, INC., a Florida corporation (hereinafter called "Beacon North Florida"), BEACON NORTH, INC., a Maryland corporation (hereinafter called "Beacon North Maryland"), SHARON GREEN and STUART KROMETIS, stockholders.

### Background of Agreement

Beacon North Florida is engaged in the business of providing marketing and sales representation to various principals, manufacturers, suppliers, distributors and customers engaged in the business of buying, selling and distributing of a variety of electronic components. Beacon North Florida's principal place of business is in Maryland and conducts no business in Florida. Its only contact with the State of Florida is its state of incorporation and the filing of state income tax returns. The Boards of Directors of Beacon North Florida and Beacon North Maryland have resolved that Beacon North Florida and Beacon North Maryland be merged into a single corporation existing under the laws of the State of Maryland. Beacon North Maryland shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code.

The authorized capital stock of Beacon North Florida consists of 5,000 shares of Common Stock, par value One Dollar (\$1.00) each (hereinafter called "Beacon North Florida Common Stock"), of which 10 shares are issued and outstanding.

The authorized capital stock of Beacon North Maryland consists of 5,000 shares of Common Stock, no par value (hereinafter called "Beacon North Maryland Common Stock"), of which 100 shares are issued and outstanding.

The respective Boards of Directors of Beacon North Maryland and Beacon North Florida have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Corporation Law of the State of Maryland and the Florida Business Corporations Act that Beacon North Florida shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Maryland, to wit, Beacon North Maryland, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the merger and the mode of carrying the same into effect.

1. Stockholders' Approval; Filings; Effects of Merger

A. Beacon North Florida Stockholders' Approval. Beacon North Florida shall seek the approval of its stockholders in accordance with the Business Corporation Law of the Commonwealth of Florida at the earliest practicable date, and the stockholders shall approve the adoption of this Agreement.

B. Action by Beacon North Florida as Sole Stockholder of Beacon North Maryland. Beacon North Florida, as the sole stockholder of Beacon North Maryland, shall adopt this Agreement in accordance with the General Corporation Law of the State of Maryland.

C. Filing of Articles of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of Beacon North Florida in accordance with the Business Corporation Law of the Commonwealth of Florida, (b) this Agreement has been adopted by Beacon North Florida as the sole stockholder of Beacon North Maryland, in accordance with the General Corporation Law of the State of Maryland, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the General Corporation Law of the State of Maryland and Articles of Merger shall be filed in accordance with the Business Corporation Law of the Commonwealth of Florida. The Merger shall become effective on the date on which Articles of Merger are accepted by the Maryland State Department of Assessments and Taxation (the "Effective Date").

D. Certain Effects of Merger. On the Effective Date, the separate existence of Beacon North Florida shall cease, and Beacon North Florida shall be merged into Beacon North Maryland which, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of Beacon North Florida; and all and singular, the rights, privileges, powers, and franchises of Beacon North Florida, and all property, real, personal, and mixed, and all debts due to Beacon North Florida on whatever account, as well for stock subscriptions and all other things in action or belonging to Beacon North Florida, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Beacon North Florida, and the title to any real estate vested by deed or otherwise, under the laws of Maryland or Florida or any other jurisdiction, in Beacon North Florida, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Beacon North Florida shall be preserved unimpaired, and all debts, liabilities, and duties of Beacon North Florida shall thenceforth attach to the Surviving Corporation 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, the last acting officers of Beacon North Florida or the corresponding officers of the Surviving Corporation, may, in the name of Beacon North Florida, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect,

or confirm in the Surviving Corporation title to and possession of all Beacon North Florida's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

E. Statements of Basis of Property Transferred or Received and Liabilities. Beacon North Florida shall, as of the Effective Date of the Agreement, shall prepare the following statements which shall be attached to this Agreement as Exhibits A, B & C:

(1) A complete statement of the cost or other basis of all property, including all stock or securities, transferred incident to this Agreement;

(2) A statement of the amount of stock or securities and other property or money received from the exchange, including a statement of all distributions or other disposition made thereof. The amount of each kind of stock or securities and other property received shall be stated on the basis of the fair market value thereof at the date of the exchange; and

(3) A statement of the amount and nature of any liabilities assumed upon the exchange, and the amount and nature of any liabilities to which any of the property acquired in the exchange is subject.

2. Name of Surviving Corporation; Articles of Incorporation; By-Laws

A. Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be BEACON NORTH, INC.

B. Articles of Incorporation. The Articles of Incorporation of Beacon North Maryland as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

C. By-Laws. The By-Laws of Beacon North Maryland, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of Beacon North Florida and the nature and amount of securities of Beacon North Maryland which the holders of shares of Beacon North Florida Common Stock are to receive in exchange for such share as follows:

A. Each share of Beacon North Florida Common Stock, if any, which remains unissued on the Effective Date of this Merger shall be canceled.

B. Each share of Beacon North Maryland Common Stock which is issued and outstanding on the Effective Date of this Merger shall remain issued and outstanding as one (1) share of Beacon North Maryland Common Stock.

C. Each share of Beacon North Florida Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into ten (10) fully paid shares of Beacon North Maryland Common Stock, and outstanding certificates representing shares of Beacon North Florida Common Stock shall thereafter represent shares of Beacon North Maryland Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

D. All issued and outstanding shares of Beacon North Maryland Common Stock held by Beacon North Florida immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be canceled.

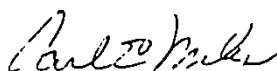
4. Miscellaneous

A. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of Beacon North Florida, if the Board of Directors of Beacon North Florida or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

B. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal on the date first written above, and state under the penalties of perjury that the contents of this Agreement and all Exhibits hereto are true and correct and contain all terms and conditions of the proposed merger.

ATTEST:



Carl E. Miles, Secretary

BEACON NORTH, INC. a Florida Corporation



Sharon Green, President

[Signatures Continued]

ATTEST:

Carl E. Miles  
Carl E. Miles, Secretary

BEACON NORTH, INC. a Maryland Corporation

Sharon Green  
Sharon Green, President

WITNESS:

Stuart Krometis

J. D. L.

Sharon Green (SEAL)  
Sharon Green, Stockholder

Stuart Krometis (SEAL)  
Stuart Krometis, Stockholder