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(Requestor's Name)

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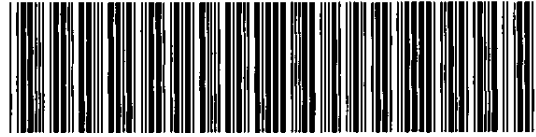
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
Tenn
10-29-10

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA000000017

Date: 10/29/10

Requestor Name: Carlton Fields

Address: Post Office Drawer 190
Tallahassee, Florida 32302

Telephone: (850) 513-3619 - direct
(850) 224-1585

Contact Name: Kim Pullen, CP, FRP

Corporation Name: CS Merger Holdings, Inc. → Chip Supply, Inc.

Email Address: _____

Entity Number: P10000082700 → 605572

Authorization: Kim Pullen

merger
Certified Copy

Certificate of Status

New Filings Plain Stamped Copy Annual Report

Fictitious Name Amendments Registration

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
CS MERGER HOLDINGS, INC.
WITH
AND INTO
CHIP SUPPLY, INC.

Pursuant to Section 607.1105 of the Florida Business Corporation Act, these Articles of Merger provide as follows:

ARTICLE I
Names and Surviving Corporation

The names and state of incorporation of the corporations that are parties to the merger are:

<u>Name</u>	<u>State of Incorporation</u>
Chip Supply, Inc.	Florida
CS Merger Holdings, Inc.	Florida

Chip Supply, Inc. shall be the surviving corporation.

ARTICLE II
Plan of Merger

The plan of merger is attached hereto as Exhibit A.

ARTICLE III
Approval of the Plan

The date of adoption of the plan of merger by the shareholders of each corporation is:

<u>Name</u>	<u>Date of Adoption</u>
Chip Supply, Inc.	October <u>27</u> , 2010
CS Merger Holdings, Inc.	October <u>27</u> , 2010

ARTICLE IV
Effective Date and Time

These Articles of Merger shall become effective on the date and at the time that these Articles of Merger are filed by the Florida Department of State.

Signatures appear on the following page.

Dated this 27 day of October 2010.

CHIP SUPPLY, INC., a Florida corporation

By: Edward Perrott
Name: EDWARD J. PERROTT
Title: PRESIDENT

CS MERGER HOLDINGS, INC., a Florida corporation

By: _____
Name:
Title:

Dated this 27 day of October 2010.

CHIP SUPPLY, INC., a Florida corporation

By: _____
Name:
Title:

CS MERGER HOLDINGS, INC., a Florida corporation

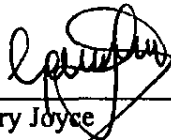
By:  _____
Name: Gary Joyce
Title: Secretary

EXHIBIT A

Plan of Merger

**PLAN OF MERGER
OF
CS MERGER HOLDINGS, INC. WITH AND INTO CHIP SUPPLY, INC.**

1. **NAMES OF MERGING CORPORATIONS.** The name of each corporation planning to merge is:

CS Merger Holdings, Inc., a Florida corporation (the "Merger Sub"); and

Chip Supply, Inc., a Florida corporation.

Chip Supply, Inc. will be the surviving corporation (the "Surviving Corporation").

2. **TERMS AND CONDITIONS OF PROPOSED MERGER.** The terms and conditions of the proposed merger (the "Merger") are as follows:

(a) The closing of the transactions to consummate the Merger (the "Closing") shall take place as soon as reasonably practicable, but in no event more than three business days (that is, any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in the State of California or the State of Florida) after the satisfaction or waiver of each of the conditions set forth in Article 8 of an Agreement and Plan of Merger (the "Agreement"), dated as of the date of this Plan of Merger (this "Plan"), by and among Micros Components, Inc., a Delaware corporation ("Holdco"), the Merger Sub, the Surviving Corporation, Edward Perrott, Patrick E. Perrott 2009 Irrevocable Trust, Ronald Perrott, a certain Retirement Plan Trust (as defined in the Agreement) and Edward Perrott in his capacity as Representative (except for such conditions as by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof at the Closing), or at such other time, date and location (or by electronic exchange of documents and signature pages) as the Surviving Corporation and Holdco agree.

(b) Concurrently with the Closing, or at such later date and time as may be mutually agreed in writing by the Surviving Corporation and Holdco, the articles of merger and other filings (the "Merger Documents") required by the Florida Business Corporation Act (the "FBCA") shall be filed with the Department of State of the State of Florida (the "Department") in accordance with the relevant provisions of the FBCA.

(c) Additional provisions are set forth in the Agreement, a copy of which has been furnished to each shareholder of the Surviving Corporation.

3. **MANNER AND BASIS OF CONVERTING SHARES.**

(a) At the Effective Time, as defined in the Agreement, each share of common stock of the Merger Sub that is issued and outstanding immediately prior to the Effective Time shall be converted into 1 validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation.

(b) Subject to the terms and conditions of the Agreement, at the Effective Time, each Company Share, as defined in the Agreement, that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any further action on the part of the holder thereof, be converted into and represent the right to receive (collectively, the "Merger Consideration") an amount of cash, without interest, equal to the Initial Cash Conversion Amount, as defined in the Agreement. The amount of cash each holder of a Company Share is entitled to receive shall be rounded to the nearest cent and computed after aggregating cash amounts for all the Company Shares held by such holder immediately prior to the Effective Time. The preceding provisions of this Section 3(b) are subject to the provisions of Section 2.7 of the Agreement regarding the withholding of the Escrow Indemnity Amount, as defined in the Agreement.

(c) Notwithstanding Section 3(b) of this Plan, at the Effective Time, each Company Share held by the Surviving Corporation or by Holdco immediately prior to the Effective Time, if any, shall be cancelled and extinguished without any conversion thereof.

(d) All Company Shares, when so converted, shall no longer be outstanding, and each holder thereof shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration.

4. **ADDITIONAL MATTERS.**

(a) The articles of incorporation of the Surviving Corporation shall be amended and restated in their entirety to be identical to the articles of incorporation of the Merger Sub as in effect immediately prior to the Effective Time except that, at the Effective Time, Article I of the articles of incorporation of the Surviving Corporation shall be amended and restated in its entirety to read as follows:

"ARTICLE I
Name

The name of the corporation is Chip Supply, Inc. (the
"Corporation")."

(b) The bylaws of the Surviving Corporation shall be amended and restated in their entirety to be identical to the bylaws of the Merger Sub as in effect immediately prior to the Effective Time (except that the name of the Surviving Corporation as reflected in such bylaws shall be "Chip Supply, Inc.").

(c) The officers of the Surviving Corporation immediately prior to the Effective Time shall continue to be the officers of the Surviving Corporation immediately after the Effective Time, each to hold the office of an officer of the Surviving Corporation until the earlier of their resignation or removal or otherwise ceasing to be an officer, or their respective successors are duly appointed.

(d) The members of the Board of Directors of the Merger Sub immediately prior to the Effective Time shall be the members of the Board of Directors of the Surviving Corporation immediately after the Effective Time, each to hold the office of a director of the Surviving Corporation until the earlier of their resignation or removal or otherwise ceasing to be a director, or their respective successors are duly appointed.

5. **APPROVAL OF PLAN.** This Plan has been adopted by the board of directors of each of the Merger Sub and the Surviving Corporation and approved by the shareholders of each of the Merger Sub and the Surviving Corporation.