FROM 652399 HU) 1. ' 97 10: /ST. 10:27/NO. 4260024963 P 1

12/31/96 FLORIDA DIVISION OF CORPORATIONS 3: PM
PUBLIC ACCESS SYSTEM
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(((H96000018265 4)))

TO: DIVISION OF CORPORATIONS FAX #: (904)922-4000

FROM: HOLLAND & KNIGHT ACCT#: 072100000016
CONTACT: KATHLEEN WHEELER
PHONE: (813)227-8500 FAX #: (813)229-0134

NAME: BENZ RESEARCH AND DEVELOPMENT CORPORATION
AUDIT NUMBER......H96000018265
DOC TYPE..........MERGER OR SHARE EXCHANGE
CERT. OF STATUS..0 PAGES....... 7
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** ENTER 'M' FOR MENU. **
** INVALID SELECTION...PLEASE RE-ENTER **
ENTER SELECTION AND <CR>: m

ATTENTION: STEVEN HARRIS

BASED ON YOUR LETTER NUMBER 197A00000023 THE CORRECTED MERGER DOCUMENT IS ATTACHED. PURSUANT TO YOUR DISCUSSION WITH BEN HANAN, WE UNDERSTAND THAT THIS FILING WILL RECEIVE 12/31/96 FILING DATE IF THE ATTACHED IS SUFFICIENT.

TPA2-396073.2

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Merger

FILED
96 DEC 31 PM 12:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

BENZ ACQUISITION CORPORATION, a Florida corporation, P96000103745

INTO

BENZ RESEARCH AND DEVELOPMENT CORPORATION, a Florida corporation, 652399.

File date: December 31, 1996 , effective January 1, 1997

Corporate Specialist: Steven Harris

FROM (THU) 1. 2'97 10:29/ST. 10:27/NO. 4260024963 P 2

FILED
96 DEC 31 PM 12: 53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
1-1-97

ARTICLES OF MERGER
BETWEEN
BENZ RESEARCH AND DEVELOPMENT CORPORATION
AND
BENZ ACQUISITION CORPORATION

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), **BENZ RESEARCH AND DEVELOPMENT CORPORATION**, a Florida corporation (the "Surviving Corporation"), and **BENZ ACQUISITION CORPORATION**, a Florida corporation ("Newco"), adopt the following Articles of Merger for the purpose of merging Newco with and into the Surviving Corporation (the "Merger").

ARTICLE I

The Plan of Merger, dated December 30, 1996, pursuant to which Newco will merge with and into the Surviving Corporation (the "Plan of Merger"), is as follows:

PLAN OF MERGER

BENZ RESEARCH AND DEVELOPMENT CORPORATION, a Florida corporation (the "Surviving Corporation"), and **BENZ ACQUISITION CORPORATION**, a Florida corporation ("Newco"), hereby adopt the following Plan of Merger, dated December 30, 1996, pursuant to Section 607.1101 of the Florida Business Corporation Act.

(a) The names of the merging corporations are Benz Research and Development Corporation and Benz Acquisition Corporation. The name of the Surviving Corporation is Benz Research and Development Corporation.

(b) The effective time and date of the merger shall be 12:01 a.m. on January 1, 1997 (the "Effective Date").

(c) The general terms and conditions of the mergor are as follows:

On the Effective Date, the separate existence of Newco shall cease and the Surviving Corporation shall succeed, without other transfer, to all rights, privileges, immunities, powers, franchises, authority, and real and

:his document prepared by
›enjamin Rose Hanan
;ar # 0089559
Iolland & Knight, P.O. Box 1288
:ampa, FL 33601-1288
'ax Audit # H96000018265

personal property of Newco. The Surviving Corporation shall thereafter be responsible and liable for all obligations of Newco, and neither the rights of the creditors nor any liens on the property of Newco shall be impaired by the merger.

(d) The manner and basis of converting the shares of each corporation shall be as follows:

On the Effective Date, by virtue of the merger and without any action on the part of the Surviving Corporation, Newco, or the holder of any of the following securities:

(i) Each share of the Surviving Corporation's stock that is issued and outstanding immediately prior to the Effective Date (other than shares to be cancelled pursuant to subsection (ii) below, and Dissenting Shares [as defined below]) shall be cancelled and extinguished and be converted into the right to receive an amount in cash equal to $27.03 per share and a promissory note from the Surviving Corporation in an amount equal to $285.68 per share and in the form of Exhibit "A" hereto (the "Merger Consideration"); and

(ii) Each share of the Surviving Corporation's stock that is issued and outstanding immediately prior to the Effective Date and held by a shareholder of Newco, shall be cancelled and retired and no payment shall be made with respect thereto; and

(iii) Each share of common stock, par value $.01 per share, of Newco issued and outstanding immediately prior to the Effective Date shall be converted into and become one validly issued, fully paid, and nonassessable share of Common Stock, par value $.01 per share of the Surviving Corporation.

(e) The Surviving Corporation's Articles of Incorporation shall be amended by adding a new Article XV, which shall read as follows:

"ARTICLE XV - RESTRICTION ON TRANSFER OF STOCK

No transfers of stock of the corporation or any interest therein shall be permitted or effected which would result in disqualification of the corporation to continue as an S corporation, within the meaning of the Internal Revenue Code of 1986, unless said election has been terminated in accordance with the following provision:

Termination of S Corporation Election:

> The corporation's S corporation election may be terminated only in the event of an affirmative vote to that effect by a majority of the outstanding and issued shares of the corporation. A condition precedent to any such vote shall be a minimum of 30 days written notice of a proposed meeting of shareholders to consider termination of the "S" election. The President of the corporation shall provide any such notice and set a time and place for a shareholders' meeting to consider termination of the S corporation election upon a request made by shareholders of the corporation holding a minimum of 25% of the common stock of the corporation, or upon a majority vote of the directors of the corporation, as the case may be.

These provisions shall be binding on any executor, administrator, or other legal representative, donee, beneficiary or heir-at-law of every shareholder. The Secretary of the corporation is hereby directed to place the following statement on each certificate of stock to be issued or which may hereaftėr be issued:

> "The shares of stock of this corporation represented by this certificate are subject to certain restrictive provisions of the articles of incorporation of this corporation relative to the sale, pledge or transfer thereof, a copy of which is on file in the office of the Secretary of the corporation.'"

(f) The Surviving Corporation's Articles of Incorporation shall be amended by adding a new Article XVI, which shall read as follows:

"ARTICLE XVI - DIRECTOR'S CONFIDENTIALITY AGREEMENT

By agreeing to serve on the Board of Directors of the corporation, each director agrees that he shall not now or at any time in the future, utilize, disclose, publish, transfer, or in any way disseminate any techniques, procedures, processes, or any other Confidential Information that he may learn as a result of serving on the Board of Directors, having entrance or access to the facilities of the corporation, any examination of the corporation's documents, any communication with the corporation's personnel, or as a result of obtaining Confidential Information in any other manner whatsoever. For purposes of these Articles of Incorporation, Confidential Information shall include plans, designs, drawings, photographs, models, data, software, hardware, inventions, products, machines, improvements, know-how, concepts, methods, chemical formulae, programs, trade secrets, hypotheses, formulas, techniques, supplier lists, customer lists, marketing and business plans, financial information (including information concerning costs, profits, revenues, margins and any other marketing, sales, and business or financial information, whether actual, estimated or projected) and all other work products or proprietary information of any kind or nature, whether or not patentable or copyrightable, pertaining to the corporation and its business. Without limiting the foregoing, any and all records, reports, whether financial or otherwise, disks, diskettes, writings of any kind or nature, photographs, tapes, films, or other electronic, visual or audio records of any kind or nature containing or pertaining to, in whole or in part, the business of the corporation, whether originals or copies, shall be considered Confidential Information.

In the event of any violation or alleged violation of this provision of these Articles of Incorporation, the corporation shall be entitled to immediate ex parte injunctive relief in the Circuit Court in and for Manatee County, Florida, or other Court of competent jurisdiction, enjoining the violation of this provision, without proof of irreparable harm (it being understood and agreed that a violation of this provision constitutes irreparable harm to the corporation) and without the necessity of posting bond. The obtaining of injunctive relief by the corporation shall not preclude it from seeking any and all appropriate remedies allowed by law for violation of this provision, including an action for money damages. Each director agrees to be liable for all of the corporation's reasonable attorney's fees and expenses incurred in connection with the enforcement of this provision in the event of any breach by such director."

(g) Notwithstanding anything in this Plan of Merger to the contrary, shares of the Surviving Corporation's stock issued and outstanding immediately prior to the Effective Date and held by holders who did not vote in favor of the merger and who comply with all of the relevant provisions of Section 607.1320 of the Florida Business Corporation Act (the "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration, unless and until such holders shall have failed to perfect or shall have effectively withdrawn or lost their rights to appraisal. If, after the Effective Date, any such holder fails to perfect, withdraws, or otherwise loses such right, each of such holder's shares shall thereupon be deemed to have been converted into the right to receive, as of the Effective Date, the Merger Consideration, without any interest thereon.

ARTICLE II

The effective time and date of the merger shall be 12:01 a.m. on January 1, 1997.

ARTICLE III

Pursuant to Sections 607.1103 and 607.0821 of the FBCA, Newco's Board of Directors approved the Plan of Merger by unanimous written consent on December 30, 1996 and, in accordance with Section 607.0704 of the FBCA, the holders of all of its outstanding voting stock approved the Plan of Merger by written consent on December 30, 1996. In addition, the Surviving Corporation's Board of Directors approved the Plan of Merger by unanimous written consent on December 30, 1996 and the holders of a majority of its outstanding voting stock approved the Plan of Merger by written consent on December 30, 1996. The number of votes cast by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, the undersigned have executed this document this 30th day of December, 1996.

BENZ ACQUISITION CORPORATION

By: Patrick H. Benz

Patrick H. Benz
President

BENZ RESEARCH AND DEVELOPMENT CORPORATION

By: Patrick H. Benz

Patrick H. Benz
President

TPA2-166066.1

Fax Audit # H96000018265

Exhibit "A"

PROMISSORY NOTE

[$285.68 per share] __________, 1997

FOR VALUE RECEIVED, Benz Research and Development Corporation, a Florida corporation (the "Maker"), promises to pay to the order of ____________________ (the "Payee") the principal amount of [$285.68 per share] on December 31, 2002 (the "Maturity Date"), and to pay interest on the principal amount of this Note quarterly on March 31, June 30, September 30, and December 31, of each year, commencing on March 31, 1997 and continuing until the Maturity Date, at the rate of ten percent (10%) per annum.

All payments of principal and interest shall be made in lawful money of the United States of America in same day funds at such place as shall be designated by the Payee.

This Note is subordinate in right of payment to that certain Loan Agreement dated July 27, 1994 and that certain First Amendment to Loan Agreement and Loan Documents dated April 5, 1995, and Second Amendment to Loan Agreement and Loan Documents dated July 26, 1995 (collectively the "Loan Agreement") and the other Loan Documents, as defined in the Loan Agreement, entered into between Maker and NationsBank of Florida, N.A. In addition, this Note is subordinate to (i) all obligations of the Maker to reimburse any bank or other person in respect of amounts paid under letters of credit, acceptance, or other similar instruments, and (ii) all other indebtedness of the Maker that does not provide that it is to rank pari passu with or subordinate to this Note.

The Maker may at any time prepay this Note in whole or in part from time to time without premium or penalty, upon not less than two days' prior written notice to the Payee.

If the Maker fails to pay within ten business days after the Maturity Date the full amount of interest then accrued on the Note and the full amount of any principal payment on the Note, the Payee may declare all or any part of the outstanding principal amount of the Note due and payable and demand immediate payment of all or any part of the outstanding principal amount of the Note. The Payee shall also have any other rights that such holder may have been afforded under any contract or agreement at any time and any other rights which such holder may have pursuant to applicable law.

This Note shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, excluding those laws relating to the resolution of conflicts between the laws of different jurisdictions.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed as of the day and year first above written.

MAKER:

Benz Research and Development Corporation

By:________________________________

Patrick H. Benz
President

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