

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

652399

Benz Research and Development
Corporation

File
2nd

Signature

Requested by: LM

Date

9/25

Time

9:45

Name

Walk-In

Will Pick Up

200003402302--6
-09/25/00--01041--017
****123.50 *****79.75

FILED
00 SEP 25 AM 11:12
TALLAHASSEE, FLORIDA
SECRETARY OF STATE
Art of Inc. File Merger
LTD Partnership File
Foreign Corp. File
L.C. File
Fictitious Name File
Trade/Service Mark
✓ Merger File cut
Art. of Amend. File
RA Resignation
Dissolution / Withdrawal
Annual Report / Reinstatement
Cert. Copy
Photo Copy
Certificate of Good Standing
Certificate of Status
Certificate of Fictitious Name
Corp Record Search
Officer Search
Fictitious Search
Fictitious Owner Search
Vehicle Search
Driving Record
UCC 1 or 3 File
UCC 11 Search DR
UCC 11 Retrieval 9/26/00
Courier

ARTICLES OF MERGER
Merger Sheet

MERGING:

BENZ ENTERPRISES CORPORATION, a Florida corporation P00000080125

,

INTO

BENZ RESEARCH AND DEVELOPMENT CORPORATION, a Florida entity,
652399

File date: September 25, 2000

Corporate Specialist: Annette Ramsey

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

Pursuant to Section 607.1106 of the Florida Business Corporation Act (the "FBCA"), BENZ RESEARCH AND DEVELOPMENT CORPORATION, a Florida corporation (the "Surviving Corporation"), and BENZ ENTERPRISES 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 September 20, 2000, 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 ENTERPRISES CORPORATION, a Florida corporation ("Newco"), hereby adopt the following Plan of Merger, dated September 20, 2000, 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 Enterprises Corporation. The name of the Surviving Corporation is Benz Research and Development Corporation.
- (b) The effective time and date of the merger shall be and on the date and at the time these Articles of Merger are filed with the Florida Department of State (the "Effective Date"),
- (c) The general terms and conditions of the merger 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 personal property of Newco. The Surviving Corporation shall thereafter be responsible and liable for all obligations of Newco, and neither the rights of

FILED
00 SEP 25 AM 11:12
TALLAHASSEE
SECRETARY OF STATE

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 \$2,700,000.00 divided by the number of shares common of the Surviving Corporation issued and outstanding immediately prior to the Effective Date (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.
- (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 on the date and at the time these Articles of Merger are filed with the Florida Department of State.

ARTICLE III

Pursuant to Sections 607.1108 and 607.0821 of the FBCA, Newco's Board of Directors approved the Plan of Merger by unanimous written consent on September 20, 2000 and, in accordance with Section 607.0704 of the FBCA, the holders of not less than a majority of its outstanding voting stock approved the Plan of Merger by written consent on September 20, 2000. In addition, the Surviving Corporation's Board of Directors approved the Plan of Merger by unanimous written consent on September 20, 2000 and the holders of not less than a majority of its outstanding voting stock approved the Plan of Merger by written consent on September 20, 2000. The number of votes cast by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, the undersigned have executed this document this 20th day of September, 2000.

BENZ ENTERPRISES CORPORATION

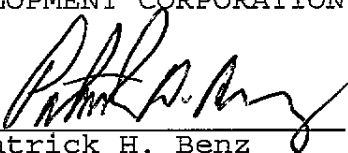
By



Patrick H. Benz
President

BENZ RESEARCH AND
DEVELOPMENT CORPORATION

By



Patrick H. Benz
President

State of Florida
County of Manatee

The foregoing instrument was acknowledged before me this 20th day of September, 2000, by Patrick H. Benz, President of BENZ ENTERPRISES CORPORATION. Such person is personally known to me and did not take an oath.

Also produced copy of U.S. Passport



[Signature]
NOTARY PUBLIC
Name Printed MICHAEL HRIC
My commission expires: 6-10-03
Commission No.: CC-821019



State of Florida
County of Manatee

The foregoing instrument was acknowledged before me this 20th day of September, 2000, by Patrick H. Benz, President of BENZ RESEARCH AND DEVELOPMENT CORPORATION. Such person is personally known to me and did not take an oath.

Also produced copy of U.S. Passport



[Signature]
NOTARY PUBLIC
Name Printed MICHAEL HRIC
My commission expires: 6-10-03
Commission No.: CC-821019

PLAN OF MERGER

BENZ RESEARCH AND DEVELOPMENT CORPORATION, a Florida corporation (the "Surviving Corporation"), and BENZ ENTERPRISES CORPORATION, a Florida corporation ("Newco"), hereby adopt the following Plan of Merger, dated September 20, 2000, pursuant to Section 607.1101 of the Florida Business Corporation Act and any other Section of such law applicable to the transactions described herein.

- (a) The names of the merging corporations are Benz Research and Development Corporation and Benz Enterprises Corporation. The name of the Surviving Corporation is Benz Research and Development Corporation.
- (b) The effective time and date of the merger shall be on the date and at the time Articles of Merger are filed with the Florida Department of State along with all other documents or instruments required by law (the "Effective Date"),
- (c) The general terms and conditions of the merger 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 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 an amount determined by dividing by the number of shares common of the Surviving

Corporation issued and outstanding on the date hereof into \$2,700,000.00 (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 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 of the Surviving Corporation.
- (e) The Surviving Corporation's Articles of Incorporation shall be amended by adding a new Article X, which shall read as follows:

ARTICLE X - 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:

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 also 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.

This provision 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 hereafter 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

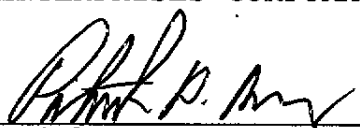
By agreeing to serve on the Board of Directors of the corporation, each director agrees that he shall not now or at any time in the future, utilize, disclose, publish, transfer, or in any way disseminated any techniques, procedures, processes, or any other Confidential Information that he may learn as 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.

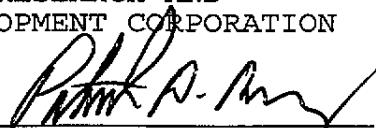
- (g) Notwithstanding anything in this Plan of Merger to the contrary, shares of the Surviving Corporation's stock issued and outstanding immediately prior to the Effective Date and held by holders who did not vote in favor of the merger and who comply with all of the relevant provisions of Section 607.1320 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.

BENZ ENTERPRISES CORPORATION

By: 

Patrick H. Benz
President

BENZ RESEARCH AND
DEVELOPMENT CORPORATION

By: 

Patrick H. Benz
President

State of Florida
County of Manatee

The foregoing instrument was acknowledged before me this 20th day of September, 2000, by Patrick H. Benz, President of BENZ ENTERPRISES CORPORATION. Such person is personally known to me and did not take an oath.

Also provided copy of U.S. Passport



[Signature]
NOTARY PUBLIC

Name Printed MICHAEL HRIC
My commission expires: 6-10-03
Commission No.: CC-821019

State of Florida
County of Manatee

The foregoing instrument was acknowledged before me this 20th day of September, 2000, by Patrick H. Benz, President of BENZ RESEARCH AND DEVELOPMENT CORPORATION. Such person is personally known to me and did not take an oath. *also provided copy of U.S. Passport.*



[Signature]
NOTARY PUBLIC

Name Printed MICHAEL HRIC
My commission expires: 6-10-03
Commission No.: CC-821019