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MERGER OR SHARE EXCHANGE

Martin Electronics, Inc.

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JUL 13 2010

EXAMINER

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10 JUL 12 AM 9:37

FILED

ARTICLES OF MERGER

OF

MEI HOLDINGS, INC.

INTO

MARTIN ELECTRONICS, INC.

FILED
10 JUL 12 AM 9:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Martin Electronics, Inc.	Delaware	821625

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
MEI Holdings, Inc.	Florida	137920

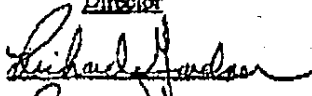
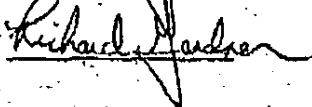
Third: The Agreement and Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Department of State of the State of Florida and the date the Certificate of Merger is filed with the Secretary of State of the State of Delaware.

Fifth: The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on July 8, 2010.

Sixth: The Agreement and Plan of Merger was adopted by the sole shareholder of the merging corporation on July 8, 2010.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
MEI Holdings, Inc.		Richard Gardner, President
Martin Electronics, Inc.		Richard Gardner, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is dated July 8, 2010, by and among CHG Group, Inc., a Delaware corporation ("Parent"), MBI Holdings, Inc., a Florida corporation and wholly-owned subsidiary of Parent ("Merger Sub") and Martin Electronics, Inc., a Delaware corporation and wholly-owned subsidiary of Parent Sub (the "Company").

RECITALS

A. Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company in accordance with this Agreement, the General Corporation Law of the State of Delaware ("DGCL"), and the Florida Business Corporation Act ("FBCA"), with the Company surviving as a wholly-owned subsidiary of Parent (the "Merger").

B. The board of directors and shareholders of each of Merger Sub and the Company has unanimously adopted and approved the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby in accordance with the DGCL and FBCA and upon the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, Parent, Merger Sub and the Company hereby agree as follows:

ARTICLE II THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL and FBCA, at the Effective Time, Merger Sub shall be merged with and into the Company. Following the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and as a wholly-owned subsidiary of Parent.

Section 2.2 Conversion of Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Parent, Merger Sub or the holders of any shares of capital stock of the Company, Parent or Merger Sub:

(a) Each share of Class A common stock, Class B common stock, and Preferred Stock, all with a par value of \$0.01 per share, of Merger Sub shall be canceled and shall cease to exist,

(b) Each share of common stock, no par value, of the Company issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock, no par value per share, of

the Surviving Corporation, and such shares of the Surviving Corporation shall be issued on a pro rata basis to Parent upon the surrender of any shares certificates of Parent Sub to the Surviving Corporation.

Section 2.3 Closing. The closing of the Merger (the "Closing") shall take place at 10:00 a.m., Eastern time, as soon as practicable following the satisfaction or, to the extent permitted by applicable law, waiver of the conditions set forth in this Agreement (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted by applicable law, waiver of those conditions), at the offices of Seyfarth Shaw LLP, 974 P Street N.W., Washington, D.C. 20004, or such other date, time or place as the parties may agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date."

Section 2.4 Effective Time. Upon the terms and subject to the conditions of this Agreement, as soon as practicable on the Closing Date, the parties shall file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware, executed in accordance with the relevant provisions of the DGCL, and, as soon as practicable on or after the Closing Date, shall make any and all other filings or recordings required under the DGCL or the FBCA in order to effect the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware. The date and time when the Merger becomes effective is referred to in this Agreement as the "Effective Time."

Section 2.5 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and in the relevant provisions of the DGCL and the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.6 Certificate of Incorporation; Bylaws. The certificate of incorporation attached hereto as Exhibit A, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable law. The Bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable law, except that such Bylaws shall be amended to reflect that the name of Surviving Corporation shall be Chemring Ordnance, Inc.

Section 2.7 Directors and Officers. The directors and officers of the Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.

Section 2.8 Waiver. The parties each irrevocably waive any (a) appraisal rights, (b) requirement that this Agreement be mailed to any of the parties, and (c) requirement that any articles or certificate of merger be delayed until the parties have received a copy of this Agreement in the mail.

ARTICLE III CONDITIONS PRECEDENT

Section 3.1 Conditions to the Obligations of the Company. The obligation of the Company to consummate the Merger is subject to the satisfaction, or waiver by the Company in writing, at or prior to the Closing of the following condition:

(a) Performance of Obligations of Parent and Merger Sub. Parent and Merger Sub shall have performed or complied in all material respects with all of its agreements, obligations and covenants under this Agreement.

Section 3.2 Conditions to the Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate the Merger is subject to the satisfaction, or waiver by Parent in writing, at or prior to the Closing, of the following condition:

(a) Performance of Obligations of the Company. The Company shall have performed or complied in all material respects with all of its agreements, obligations and covenants under this Agreement.

ARTICLE IV GENERAL PROVISIONS

Section 4.1 Nonsurvival of Covenants and Agreements. None of the covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, other than those covenants or agreements of the parties which by their terms apply, or are to be performed in whole or in part, after the Effective Time.

Section 4.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile, (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to the Company, Parent, Merger Sub or the Surviving Corporation, to:

Chemring Ordnance, Inc.
10625 Puckett Road
Perry, Florida 32348
Attention: Richard Gardner, President
Facsimile: (850) 584-2044
with a copy (which shall not constitute notice) to:

Seyfarth Shaw LLP
975 F Street, N.W.
Washington, DC 20004

Attention: Michael B. Hubbard, Esq.
Facsimile: (202) 641 - 9242

Section 4.3 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof.

Section 4.4 Parties in Interest. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 4.5 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

Section 4.6 Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, by operation of law or otherwise, by any party without the prior written consent of the other parties; provided, however, that any party may assign any or all of its rights, interests and obligations under this Agreement to any direct or indirect wholly owned subsidiary of Parent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 4.7 Counterparts; Facsimile or PDF Signature. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and a facsimile or PDF signature shall constitute an original for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CHG GROUP, INC.

By: _____
Name: Lawrence D'Andrea
Title: Executive Vice President, CFO,
Treasurer, and Secretary

MEI HOLDINGS, INC.

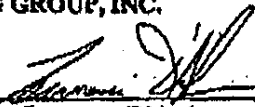
By: Richard Gardner
Name: Richard Gardner
Title: President

MARTIN ELECTRONICS, INC.

By: Richard Gardner
Name: Richard Gardner
Title: President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CHG GROUP, INC.

By: 
Name: Lawrence D'Andrea
Title: Executive Vice President, CFO,
Treasurer, and Secretary

MEI HOLDINGS, INC.

By: _____
Name: Richard Gardner
Title: President

MARTIN ELECTRONICS, INC.

By: _____
Name: Richard Gardner
Title: President

Exhibit A

Certificate of Incorporation

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

CHEMRRING ORDNANCE, INC.

FIRST: The name of the Corporation is Chemring Ordnance, Inc.

SECOND: The registered office of the Corporation is to be located at Corporation Trust Center 1209 Orange Street in the City of Wilmington in the County of New Castle, in the State of Delaware. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is One Thousand (1,000) shares of common stock, \$0.01 par value, per share.

FIFTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders.

(1) The number of directors of the Corporation shall be such as from time to time shall be fixed by, or in the manner provided in, the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the by-laws of the Corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens on all or any part of the property of the Corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(3) The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such contract or act, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the Corporation and upon all the stockholders as though it had been approved or ratified by

every stockholder of the Corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.

(4) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation; subject, nevertheless, to the provisions of the statutes of Delaware, to the provisions of this Certificate, and to the provisions of any by-laws from time to time made by the stockholders or by the Board of Directors; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SIXTH: The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this Corporation, as the case may be, and also on this Corporation.

EIGHTH: The liability of the Corporation's directors to the Corporation or its stockholders shall be eliminated to the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same may be amended and supplemented. No amendment to or repeal of this ARTICLE EIGHTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.