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FLORIDA DIVISION OF CORPORATIONS
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TO: DIVISION OF CORPORATIONS

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NAME: AIWA DATA PRODUCTS SERVICES, INC.

AUDIT NUMBER.....H98000001943

DOC TYPE.....MERGER OR SHARE EXCHANGE

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merger
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ARTICLES OF MERGER
Merger Sheet

MERGING:

CORE ENGINEERING, INC., a FL corp., #P96000022940

INTO

AIWA DATA PRODUCTS SERVICES, INC. which changed its name to
AIWA RAID TECHNOLOGIES, INC., a Florida corporation, F53762

File date: January 29, 1998, effective February 1, 1998

Corporate Specialist: Susan Payne

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FILED
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DIVISION OF CORPORATIONS

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**STATE OF FLORIDA
ARTICLES OF MERGER**

OF

**CORE ENGINEERING, INC.,
A FLORIDA CORPORATION,**

INTO

AIWA DATA PRODUCTS SERVICES, INC.

A FLORIDA CORPORATION

EFFECTIVE DATE
2/1/98

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

FIRST: The plan of merger is as follows:

(1) CORE Engineering, Inc., a Florida corporation ("*Merger Sub*"), shall be merged, in accordance with Section 607.1104 of the Florida Business Corporation Act, with and into AIWA Data Products Services, Inc., a Florida corporation (the "*Company*"), which shall be the surviving corporation (the "*Merger*"). The Company, as such surviving corporation, is referred to herein as the "*Surviving Sub*". Merger Sub and Surviving Sub are wholly-owned subsidiaries of AIWA U.S.A., Inc., a Delaware corporation (the "*Parent*").

(2) On the Effective Date, by virtue of the Merger and without any action on the part of Parent as the sole stockholder of Merger Sub and Surviving Corporation, each issued and outstanding share of common stock, par value \$1000.00 per share, of Merger Sub shall be deemed canceled.

(3) Immediately following the Effective Date, the Surviving Sub shall issue to the Parent an aggregate of ONE MILLION (1,000,000) shares of common stock, par value \$1.00 per share, fully paid and non-assessable.

SECOND: Article I of the Articles of Incorporation of the Company is hereby amended to change the name of the surviving corporation from "AIWA Data Products Services, Inc." to "AIWA RAID TECHNOLOGIES, INC.".

THIRD: The Effective Date of the Merger shall be February 1, 1998.

FOURTH: Shareholder approval of the merger was not required pursuant to Section 607.1104 of the Florida Business Corporation Act.

Debra P. Goldberg, Esq.
Florida Bar 0101575
2255 Glades Road, Suite 340W
Boca Raton, FL 33431
(561) 995-4781
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FIFTH: The Agreement and Plan of Merger was adopted by the Board of Directors of Parent on the 27th day of January, 1998.

SIXTH: These Articles of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Dated this 28th day of January, 1998.

By: 2/K ANTHONY J. CREZZE
Its: President

By: W. A. S. [Signature]
Its: CEO

By: G. L. [Signature]
Its: President Julia Yancovitch

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("AGREEMENT"), dated as of the 28th day of January, 1998, between AIWA U.S.A., INC., a Delaware corporation ("Parent"), AIWA Data Products Services, Inc., a Florida corporation ("Data") and CORE Engineering, Inc., a Florida corporation ("Engineering") (Data and Engineering are sometimes hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, Parent is a corporation organized and existing under the laws of the State of Delaware, with its principal office at 800 Corporate Drive, Mahwah, New Jersey 07430

WHEREAS, Data is a corporation organized and existing under the laws of the State of Florida, with its principal office at 6500 East Rogers Circle, Boca Raton, Florida 33487;

WHEREAS, Data has a capitalization of Twenty-Eight Million (28,000,000) authorized shares of capital stock, consisting of 20,000,000 authorized shares of \$1.00 par value common stock, 15,020,000 of which shares are issued and outstanding to Parent, and 8,000,000 shares of serial \$1.00 par value preferred stock, none of which is issued and outstanding;

WHEREAS, Engineering is a corporation organized and existing under the laws of the State of Florida, with its principal office at 7171 N. Federal Highway, Boca Raton, Florida 33487;

WHEREAS, Engineering has a capitalization of One Thousand (1000) authorized shares of \$1000.00 par value common stock, all of which are issued and outstanding to Parent; and

WHEREAS, the Board of Directors of Parent has deemed it advisable and to the advantage and welfare of the Constituent Corporations and their shareholders that Engineering shall be merged with and into Data as authorized under and pursuant to the provisions of 607.1104 of the Florida Business Corporation Act (the "FBCA") in a transaction intended to qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and has authorized the execution of this Agreement.

NOW, THEREFORE, the parties to this Agreement in consideration of the premises and the mutual covenants, agreements and provisions herein contained, do hereby agree that Engineering shall be merged with and into Data and Data shall be the surviving corporation by virtue of such merger under the FBCA, and do hereby further agree upon and prescribe the terms and conditions of said merger, and the mode of carrying the same into effect, as follows:

1. The Merger. On the Effective Date of the Merger (as hereinafter defined) Engineering shall be merged with and into Data and the surviving corporation shall be Data, in accordance with the provisions of the FBCA. Data is hereinafter sometimes referred to as the "Surviving Sub".

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2. Terms and Conditions. The terms and conditions of the merger hereunder are as follows:

(a) On the Effective Date of the merger, Data shall succeed to all property, real or personal, rights, privileges, powers, franchises and all other interests of Engineering shall thereafter be the property of Data without the necessity for any separate transfer. Data shall be responsible and liable for all debts, liabilities and obligations of Engineering and all such debts, liabilities and obligations may be enforced against Data to the same extent as if such debts, liabilities and obligations had been incurred or contracted by Data.

(b) If at any time Data shall consider or be advised that further assignments or assurances in the law or any other actions are necessary or desirable to vest in Data, according to the terms hereof, the title to any property, rights, privileges or franchises of Engineering, the proper officers and directors of both parties hereof shall and will execute and make all the proper assignments and assurances in the law and do all things necessary to vest in Data title and possession of all such property, rights, privileges and franchises, and otherwise carry-out the purposes of this Agreement.

3. Conversion of Shares. The manner of converting the outstanding shares of Engineering into shares of Data shall be as follows:

(a) On the Effective Date, by virtue of the merger and without any action on the part of Parent as the sole shareholder of Engineering, each issued and outstanding share of common stock, par value \$1000.00 per share, of Engineering shall be deemed canceled;

(b) Immediately following the Effective Date, Data shall issue to Parent an aggregate of One Million (1,000,000) shares of common stock, par value \$1.00 per share, of Data, fully paid and non-assessable.

4. Articles of Incorporation. The Articles of Incorporation of Data in effect on the Effective Date, as amended pursuant to Section 5 hereof, and until further amended in accordance with applicable law, shall be the Articles of Incorporation of the Surviving Sub following the Effective Date of the merger.

5. Amendment to Articles of Incorporation of Data. Article I of the Articles of Incorporation of Data is hereby amended to change the name of the Surviving Sub from "AIWA Data Products Services, Inc." to "AIWA RAID TECHNOLOGIES, INC." as of the Effective Date.

6. Bylaws. The Bylaws of Data shall be the Bylaws of the Surviving Sub following the Effective Date of the merger.

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7. Directors and Officers. The Directors and Officers of the Surviving Sub on the Effective Date shall be as follows:

Board Members

Koichi Hashimoto
Gerald E. Smith
Anthony J. Cecere
Gary Deierlein
Norihiro Fujinami
Takashi Shimada
Takashi Okada

Officers

Koichi Hashimoto	-	Chief Executive Officer and President
Gerald E. Smith	-	Chief Technology Officer
Anthony J. Cecere	-	Chief Marketing Officer and Executive Vice President of Sales and Marketing
Norihiro Fujinami	-	Executive Vice President of Finance
Gary Deierlein	-	Executive Vice President of Operations
Thomas E. Marshall	-	Vice President of Engineering
Kozo Takakura	-	Vice President of QA

until the next annual meetings of the Board of Directors and Shareholders or until their successors shall have been elected and qualified.

8. No Approval by Shareholders. This Agreement shall not be submitted for the approval of the shareholder of each of the Constituent Corporations as permitted by Section 607.1104 of the FBCA.

9. Prohibited Transactions. Neither of the Constituent Corporations shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that they may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

10. Effective Date of Merger. The Effective Date of the Merger shall be February 1, 1998.

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11. Shareholder Waiver. Parent, as the sole shareholder of each of the Constituent Corporations, hereby waives the mailing requirement under Section 607.1007 of the FBCA.

12. Termination. Notwithstanding anything to the contrary herein, this Agreement, once executed, may be terminated by action of the Board of Directors of the Parent at any date prior to the Effective Date of the merger.

13. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is signed and sealed by the duly authorized officers of each party hereto as of the day and year first above written.

AIWA U.S.A., INC., a Delaware corporation

By: [Signature]
Its: President Yukio Yamamoto

AIWA DATA PRODUCTS SERVICES, INC., a
Florida corporation

By: [Signature] ANTHONY J. COOPER
Its: President

CORE ENGINEERING, INC., a Florida
corporation

By: [Signature] KAZUHI HASHIMOTO
Its: CEO

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