

G68775



**THE UNITED STATES
CORPORATION
COMPANY**

98 JAN 12 PM 4:33
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 664796 34758A

AUTHORIZATION : *Patricia T. [signature]*

COST LIMIT : \$ 70.00

ORDER DATE : January 12, 1998

ORDER TIME : 10:02 AM

ORDER NO. : 664796-005

CUSTOMER NO: 134758A

700002396587--7

CUSTOMER: Theodore J. Klein, Esq
Theodore J. Klein, Esq
88 N.e. 168th Street

N. Miami Beach, FL 33162

ARTICLES OF MERGER

SCADS LEASING, INC.

Name	1/12/98
Availability	INTO
Document Examiner	SUNEX ELECTRONIC SUPPLY, INC.
Updater	<i>[signature]</i>
Update Verifier	<i>[signature]</i>
Acknowledgement	<i>[signature]</i>
COPY	<i>[signature]</i>
W.P. Copy	<i>[signature]</i>

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED
XX PLAIN STAMPED COPY

CONTACT PERSON: Cindy Harris

EXAMINER'S INITIALS:

RECEIVED
98 JAN 12 AM 10:51
DIVISION OF CORPORATION

G68775

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SCADS LEASING, INC., a Florida corporation G77778

INTO

SUNEX ELECTRONIC SUPPLY, INC., a Florida corporation, G68775.

File date: January 12, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 70.00

ARTICLES OF MERGER
OF
SCADS LEASING, INC., a Florida corporation
INTO
SUNEX ELECTRONIC SUPPLY, INC., a Florida corporation.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida law, Scads Leasing, Inc., a corporation organized and existing under the laws of the State of Florida, and Sunex Electronic Supply, Inc., a corporation organized and existing under the laws of the State of Florida, (hereinafter the "Constituent Corporations"), hereby adopt the following Articles of Merger for the purposes of merging Scads Leasing, Inc. with and into Sunex Electronic Supply, Inc. to form a single surviving corporation, which shall be Sunex Electronic Supply, Inc. (the "Surviving Corporation"):

FIRST: The laws of the State of Florida, under which the Constituent Corporations are organized, permit such a merger.

SECOND: The name of the Surviving Corporation is Sunex Electronic Supply, Inc. and it shall continue to be governed by and organized under the laws of the State of Florida.

THIRD: A Plan of Merger, attached hereto as Exhibit "A" and incorporated fully herein by this reference, was adopted by the sole director and the sole stockholder of the Constituent Corporations in the manner prescribed by Florida law.

FOURTH: As to each of the Constituent Corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote on such Plan, are as follows:

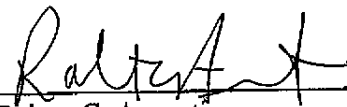
<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>
Scads Leasing, Inc.	100	Common
Sunex Electronic Supply, Inc.	551,407	Common

FIFTH: As to each of the Constituent Corporations, the total number of shares voted for and against such Plan, respectively, are as follows:

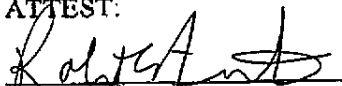
<u>Name of Corporation</u>	<u>Number of Shares</u>		<u>Class</u>
	<u>Total Voted For</u>	<u>Total Voted Against</u>	
Scads Leasing, Inc.	100	-0-	Common
Sunex Electronic Supply, Inc.	551,407	-0-	Common

Respectfully submitted on this 9th day of January, 1998.

Sunex Electronic Supply, Inc.
and Scads Leasing, Inc.,
each being Florida corporations

By: 
Robert C. Augenti,
President

ATTEST:


Robert C. Augenti,
Secretary

1997minutes\sunex.articles of merger

PLAN OF MERGER

SUNEX ELECTRONIC SUPPLY, INC., a Florida corporation and **SCADS LEASING, INC.**, a Florida corporation, enter into this Plan of Merger on this 9th day of January, 1998.

BACKGROUND

Each corporate party to this Plan of Merger is a Florida corporation currently in existence and good standing and each corporate party to this Plan of Merger has the same individual who owns 100% of the issued and outstanding stock. The parties to this Agreement believe it to be in the best interests of each party to have Scads Leasing, Inc. ("Scads") merge in to Sunex Electronic Supply, Inc. ("Sunex"), with Sunex being the surviving corporation.

TERMS

For the reasons described above and in consideration of the covenants herein contained, the parties agree to this Plan of Merger as follows:

1. **Merger.** In accordance with the laws and applicable provisions of the laws of the State of Florida, Scads Leasing, Inc. (hereinafter referred to as the "Scads") will each be merged into and become a part of Sunex Electronic Supply, Inc. (hereinafter referred to as "Sunex"), with Sunex being the surviving corporation. Upon the effective date of the merger, the separate corporate existence of Scads shall cease. The effective date for the transaction contemplated hereunder shall be upon the filing of Articles of Merger with the Florida Department of State.

2. **Changes to Articles of Incorporation.** This merger will not result in a change to the Articles of Incorporation of Sunex.

3. **Changes to By-Laws.** This merger will not result in a change to the By-Laws of Sunex and until the next annual meeting of the sole stockholder of Sunex, or if later, until his successor is

duly elected, the sole director of Sunex shall continue to be Robert C. Augenti. Until the next annual meeting of the sole director of Sunex, or, if later, until new officers are appointed, Robert C. Augenti shall continue to serve as the president and secretary/treasurer of Sunex.

4. Rights, Privileges, and Immunities. As of the effective date of the merger, Sunex shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of Scads; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due Scads, shall be deemed to be transferred to and vested in Sunex, without further act or deed, and the title to any property or any interest therein, vested in Scads, shall not revert to or be in any way impaired by reason of the merger.

Sunex shall be responsible and liable for all the liabilities and obligations of Scads; and any claims existing by or against Scads may be prosecuted to judgement as if the merger had not occurred, or Sunex may be substituted in the place of Scads. The rights of any creditors of Scads shall not be impaired by this merger. Sunex shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of Scads.

5. Share Conversion. Upon the effective date of the merger, all the outstanding shares of stock of Scads shall be surrendered and canceled.

6. Further Assurances. If at any time Sunex shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in Sunex the title to any property or rights of Scads or to otherwise carry out the provisions hereof, the proper officers and directors of Scads, as of the effective date of the merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper

to rest, perfect or confirm title to such property or rights in Sunex and to otherwise carry out the provisions hereof.

7. Abandonment or Amendment. At any time prior to the filing of the Articles of Merger with the Florida Department of State, the proposed merger may be abandoned by either party pursuant to this provision or amended by the action of the parties pursuant to this provision.

8. Approval of Boards of Directors. This Agreement has been approved by, and the execution and delivery thereof authorized by, the Board of Directors of each corporate party hereto.

9. Costs. If the merger is not consummated, each corporate party hereto will bear its own costs in connection with this Agreement. If the merger is consummated, all costs in connection with this Agreement will be paid by Sunex.

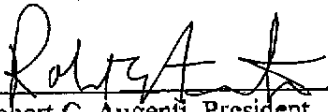
10. Payment of Dissenters. There are no dissenters since the same individual owning 100% of the issued and outstanding stock of each of the corporate parties has consented to this Plan of Merger.

11. Procedure. Each party will in a timely manner follow the procedures provided by Florida law in connection with the merger of domestic corporations including submitting the matter to a vote of its shareholders and filing appropriate Articles of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Agreement and the transactions contemplated hereby.

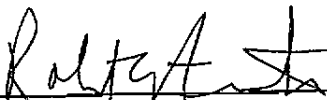
12. Tax Consequences. It is the express intent and purpose of this Agreement that the transaction contemplated hereunder qualify under the internal revenue laws as an IRC Section 368(a)(1)(A) merger. To this end, any ambiguity in this Agreement shall be resolved in an interpretation which will qualify this transaction as a tax free reorganization. Notwithstanding, the

failure of this transaction to qualify as a tax free reorganization shall not give rise to a cause of action by the Shareholders against the Corporations involved in this transaction, or against any person involved in this transaction.

Sunex Electronic Supply, Inc. and
Scads Leasing, Inc., each being Florida corporations

By: 
Robert C. Augenti, President

Approved by and consented to by the sole director and the sole stockholder of each of the corporate parties.


Robert C. Augenti, sole director and
Sole stockholder of each corporate party

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