

CCRS
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

M52635

CONTACT: CINDY HICKS

DATE: 2/8/95

REF. #: 0150.5472

CORP. NAME: Dinora 00 Corporation

200002765802--8
-02/05/99--01048--004
*****78.75 *****78.75

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> CERT. OF AUTHORITY | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: _____ | | |

FILED
99 FEB -5 PM 2:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE FEES PREPAID WITH CHECK# 4250 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

RECEIVED
99 FEB -5 MID: 22
TALLAHASSEE, FLORIDA

PLEASE RETURN:

☒ CERTIFIED COPY

☒ CERTIFICATE OF STATUS

☒ PLAIN STAMPED COPY

Examiner's Initials

See 2/10



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

February 5, 1999

CCRS
CINDY HICKS
TALLAHASSEE, FL

SUBJECT: DINORALL CORPORATION
Ref. Number: M52635

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.

We have received your document for DINORALL CORPORATION and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

One the plan and agreement of Merger please complete Section B of the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6908.

Teresa Brown
Corporate Specialist

Letter Number: 499A00005168

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.

RECEIVED
99 FEB 10 AM 10:43
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

99 FEB -5 AM 11:54

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

B.E.K. INTERNATIONAL INC., a Florida corporation, K78454

INTO

DINORALL CORPORATION, a Florida corporation, M52635

File date: February 5, 1999

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER
OF
B.E.K. INTERNATIONAL INC., A FLORIDA CORPORATION
INTO
DINORALL CORPORATION, A FLORIDA CORPORATION**

FILED
99 FEB -5 PM 2:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of 607.1101 and 607.1105 of the Florida Business Corporation Act (the "Act"), B.E.K. INTERNATIONAL INC., a Florida corporation ("BEK") and DINORALL CORPORATION, a Florida corporation (the "Survivor") adopt the following Articles of Merger for the purpose of merging BEK with and into the Survivor.

FIRST: The Plan of Merger is attached hereto as Exhibit A.

SECOND: The Plan of Merger was adopted by the board of directors and the sole shareholder of each of BEK and the Survivor by unanimous written consent in accordance with the provisions of Section 607.1103 of the Act as of February 1st, 1999.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 4th day of February, 1999.

B.E.K. INTERNATIONAL INC.



Ray Bautista, Vice President

DINORALL CORPORATION



Martin DeIocca, Secretary

Exhibit A

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated February 1, 1999 (the "Agreement"), is entered into between Dinorall Corporation, a Florida corporation ("Dinorall"), and BEK International, Inc., a Florida corporation ("BEK").

A. BEK has an aggregate authorized capital of 1,000 shares of common stock, \$.01 par value (the "BEK Common Stock"), all of which is owned by CHS Americas, Inc.;

B. Dinorall has an aggregate authorized capital of 2,000 shares of common stock, \$.01 par value (the "Florida Common Stock"), all of which is owned by CHS Americas, Inc.; and

C. The respective Boards of Directors of Dinorall and BEK believe that the best interests of Dinorall and BEK and their respective shareholders will be served by the merger of BEK with and into Dinorall under and pursuant to the provisions of this Agreement and the Florida Business Corporation Act.

Agreement

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **MERGER.** BEK shall be merged with and into Dinorall (the "Merger").
2. **EFFECTIVE DATE.** The Merger shall become effective immediately upon the filing of this Agreement or articles of merger with the Secretary of State of Florida in accordance with the Florida Business Corporation Act. The time of such effectiveness is hereinafter called the "Effective Date."
3. **SURVIVING CORPORATION.** Dinorall shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of BEK shall cease.
4. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of Dinorall as it exists on the Effective Date shall be the Articles of Incorporation of Dinorall following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida.
5. **BYLAWS.** The Bylaws of Dinorall as they exist on the Effective Date shall be the Bylaws of Dinorall following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.
6. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of Dinorall immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of Dinorall following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.
7. **RETIREMENT OF OUTSTANDING BEK STOCK.** Upon the Effective Date, each of the 1,000 shares of BEK Common Stock presently issued and outstanding shall be retired, and no shares of BEK Common Stock or other securities of BEK shall be issued in respect thereof. In addition, any and all rights, by option, warrant or otherwise, to acquire shares of BEK Common Stock shall terminate on the Effective Date with no further rights or benefits whatsoever.
8. **CONDITIONS TO CONSUMMATION OF THE MERGER.** Consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions: (a) this Agreement and the Merger shall have been adopted and approved by the affirmative vote of the holders of a majority of the votes

represented by the shares of BEK Common Stock outstanding on the record date fixed for determining the shareholders of BEK entitled to vote thereon and (b) BEK and Dinorall shall have received all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger.

9. **RIGHTS AND LIABILITIES OF DINORALL.** At and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida Business Corporation Act, the title to all real estate and other property, or any interest therein, owned by each of BEK and Dinorall shall be vested in Dinorall without reversion or impairment; Dinorall shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of each of BEK and Dinorall without reversion or impairment; Dinorall shall thenceforth be responsible and liable for all the liabilities and obligations of each of BEK and Dinorall; any claim existing or action or proceeding pending by or against BEK or Dinorall may be continued as if the Merger did not occur or Dinorall may be substituted for BEK in the proceeding; neither the rights of creditors nor any liens upon the property of BEK or Dinorall shall be impaired by the Merger, and Dinorall shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

10. **TERMINATION.** This Agreement may be terminated and abandoned by action of the respective Board of Directors of BEK and Dinorall at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties hereto.

11. **AMENDMENT.** The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of Dinorall, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

12. **INSPECTION OF AGREEMENT.** Executed copies of this Agreement will be on file at the principal place of business of Dinorall at [[2000 N.W. 84th Avenue, Miami, Florida 33122]]. A copy of this Agreement shall be furnished by Dinorall, on request and without cost, to any shareholder of either BEK or Dinorall.

13. **GOVERNING LAW.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

14. **SERVICE OF PROCESS.** On and after the Effective Date, Dinorall agrees that it may be served with process in the manner specified in the Florida Business Corporation Act for enforcement of any obligation of BEK or Dinorall arising from the Merger.

15. **REMEDIES.** Any right and remedy belonging to BEK or Dinorall and arising in connection with the actions contemplated by this Agreement shall be pursued solely against BEK or Dinorall, and not against their respective officers, directors or employees. In the event that any officer, director or employee of BEK or Dinorall becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger, BEK and/or Dinorall shall advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with this Agreement, except to the extent that such indemnification is prohibited by law.

IN WITNESS WHEREOF, each of the parties hereto, as of the date first written above, pursuant to authority duly granted by their respective Board of Directors, has caused this Plan and Agreement of Merger to be executed.

DINORALL CORPORATION
a Florida corporation

By: _____
Martin Delocca

BEK INTERNATIONAL, INC.
a Florida corporation

By: _____
Ray Bautista