

Florida Department of State
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**MERGER OR SHARE EXCHANGE
KRON INTERNATIONAL, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	15 37
Estimated Charge	\$78.75

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2010 JUN 23 AM 8:00

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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

10 JUN 23 AM 9:39

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JUN 24 2010

EXAMINER

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**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Kron International, Inc</u>	<u>Florida</u>	<u>FL Profit Corporation</u>
<u>Rexim International, LLC</u>	<u>Florida</u>	<u>FL Limited Liability Company</u>

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Kron International, Inc</u>	<u>Florida</u>	<u>FL Profit Corporation</u>

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

JUNE 16 2010

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:



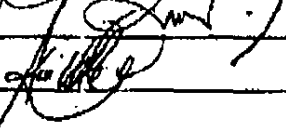

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Kron International, Inc.		Luis E. Pedraza
Kron International, Inc.		José Moreno
Roxin International, LLC		Luis E. Pedraza
Roxin International, LLC		José Moreno

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General Partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Kron International, Inc</u>	<u>Florida</u>	<u>Profit Corporation</u>
<u>Redm International, LLC</u>	<u>Florida</u>	<u>Limited Liability Company</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Kron International, Inc</u>	<u>Florida</u>	<u>Profit Corporation</u>

THIRD: The terms and conditions of the merger are as follows:

See attached merger plan

(Attach additional sheet if necessary)

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FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached merger plan

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached merger plan

(Attach additional sheet if necessary)

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FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

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SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached merger plan

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See attached merger plan

(Attach additional sheet if necessary)

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MERGER AGREEMENT

This Merger Agreement ("Agreement") dated as of 16 day of JUNE, 2010 is made by and among REXIM International, LLC, a Florida limited liability company (hereinafter referred to as "THE COMPANY"), and KRON International, INC. (hereinafter sometimes collectively referred to as the ("SURVIVING CORPORATION").

RECITALS:

(a) REXIM International, LLC. is a limited liability company duly organized and validly existing under the laws of the State of Florida.

(b) KRON International, INC. is a corporation duly organized and validly existing under the laws of the State of Florida.

(c) The respective board of directors of REXIM International, LLC. and KRON International, INC. Have each determined that it is advisable and in the best interest of their respective shareholders and limited partners to merge ("THE COMPANY") with and into ("THE SURVIVING CORPORATION") as hereinafter set forth.

(g) The respective boards of directors of REXIM International, LLC. And KRON International, INC. deems it advisable to enter into this Agreement and have, by resolutions duly adopted, approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, covenants and agreements herein contained, the parties hereto hereby agree as follows:

ARTICLE I

PLAN OF MERGER OF REXIM International, LLC. INTO KRON International, INC.

SECTION 1.1. Merger. REXIM International, LLC. Shall be merged into KRON International, INC. Pursuant to the terms hereinafter set forth (the "Merger").

SECTION 1.2. Terms of Merger. The terms of the Merger are:

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(a) REXIM International, LLC shall be merged into KRON International, INC. In accordance with the statutory procedure set forth.

(b) KRON International, INC. shall be the surviving corporation and the corporate identity, existence, purposes, powers, franchises, rights and immunities of REXIM International LLC. shall continue unaffected and unimpaired by the Merger. The single corporation which shall so survive the Merger is hereinafter sometimes called the "Surviving Corporation." The Articles of Incorporation and the By-Laws, each as here to fore amended, of REXIM International, LLC. shall remain in effect, unaltered by the Articles of Incorporation and the By-Laws of the Surviving Corporation.

(c) The directors and officers of the Surviving Corporation shall be the duly qualified and acting directors and officers of REXIM International, LLC. immediately prior to the Effective Date of the Merger.

(d) The corporate identity, existence, purposes, powers, franchises, rights and immunities of ("THE COMPANY") shall be merged into ("THE SURVIVING CORPORATION"), and shall be fully vested therewith.

(e) The separate existence of ("THE COMPANY"), except insofar as specifically otherwise provided by law, shall cease at the Effective Date, whereupon ("THE SURVIVING CORPORATION") shall become a single corporation.

(f) The name of the Surviving Corporation shall be KRON International INC.

(g) At the Effective Date, all of the outstanding common shares of REXIM International, LLC. shall be converted into shares and obligations of KRON International, INC. as hereinafter set forth.

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SECTION 1.3. Basis of Exchange. The manner and basis of converting the shares of ("THE COMPANY") into shares and obligations of ("THE SURVIVING CORPORATION") shall be as follows:

(a) The outstanding shares of ("THE COMPANY") shall not be changed or converted as a result of the Merger, and following the Effective Date, all shares of ("THE COMPANY") heretofore authorized shall be authorized shares of the Surviving Corporation, and all shares of ("THE COMPANY") then outstanding shall remain outstanding, shall be fully paid and non-assessable by ("THE SURVIVING CORPORATION"), and shall be subject to all the provisions of this Plan of Merger.

SECTION 1.4. Inventory Valuation and Note. The parties agree and acknowledge that ("THE SURVIVING CORPORATION") is now and on the Effective Date will be possessed of certain inventories of raw materials, supplies, work-in-progress and finished products (the "Inventory")

SECTION 1.5. Effective Date. The Merger shall become effective upon filing of the Articles of Merger with the Secretary of State of Florida. KRON International, INC. shall cause such articles to be filed and recorded after this Plan of Merger shall have been approved by the shareholders of both REXIM International, LLC. and KRON International, INC. as provided by statute.

SECTION 1.6. Reason for Merger. The directors of REXIM International, LLC and KRON International, INC believe that the combination of business will result with better integrated as well as more diversified operations. REXIM International, LLC. will provide

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an important supplement to KRON International, INC. activities in future manufacturing and sales.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF REXIM International, LLC. AND KRON International, INC.

KRON International, Inc. jointly and severally, hereby represent and warrant to the clients that as of the date of this Agreement and at the Effective Date:

SECTION 2.1. Organization and Good Standing. KRON International, INC. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to own and hold the properties and assets owned and leased by it, to conduct its business as presently conducted, and to carry out the transactions described in this Agreement.

SECTION 2.2. Authority. Mr. MAGEL MORENO has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by Eng. Luis Pedroza and Mr. Jose Moreno Board of Directors, and no other corporate proceedings on the part of REXIM International, LLC. are necessary to authorize this Agreement and the transactions contemplated hereby, except as set forth herein. This Agreement has been duly executed and delivered by and constitutes a valid and binding agreement of MERGER.

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SECTION 2.3. Absence of Undisclosed Liabilities. Except as and to the extent reflected in Exhibit "3.5" attached hereto, REXIM International, LLC. has no known liabilities, claims, suits or obligations and REXIM International, LLC is not subject to any pending action, order, injunction, judgment, litigation, proceeding, arbitration action, governmental audit or investigation, any of its directors or officers, or any of them, aware of any threatened action, litigation, proceeding, arbitration action, governmental audit or investigation.

SECTION 2.4. Books and Records. None of the books, records and work papers of ("THE COMPANY") which have been presented to ("THE SURVIVING CORPORATION") for review contain information know to be untrue or materially incorrect or misleading.

SECTION 2.5 Tax Matters.

(a) To the best knowledge of ("THE SURVIVING CORPORATION") and the ("THE COMPANY") has duly and timely filed with the appropriate federal, state, local and other government agencies, all tax records and reports required to be filed; such returns and reports are accurate and complete. For the purposes of this Agreement, the term "Tax" includes, without limitation, excise, income, franchise, real and personal property, sales, use, and employment taxes, assessments, deficiencies, liabilities, offsets by adjustments or credits, and all interest and penalties thereon, payable to federal, state, local or foreign tax authorities. To the best knowledge of ("THE COMPANY") and the ("THE SURVIVING CORPORATION") has made all withholdings of tax required to be made under all applicable federal, state and local tax regulations and such withholdings have either been paid to the respective government agencies or

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set aside in accounts for such purpose or accrued, reserved against and entered upon its books, as the case may be.

SECTION 2.6 Employment Matters: There are no material controversies pending or threatened.

ARTICLE III INDEMNIFICATION

SECTION 3.1. Indemnification

The surviving corporation, jointly and severally, hereby agree to indemnify and hold harmless REXIM International, LLC. And its affiliates, directors, officers and agents from and against any and all costs, losses, liabilities, damages, claims or expenses (including reasonable attorney's fees) resulting from any misrepresentation, breach of any representation or warranty, or the non-fulfillment of any obligation or covenant made by REXIM International, LLC. or the surviving corporation in this Agreement.

ARTICLE IV GENERAL PROVISIONS

SECTION 4.1. Survival of Representations, Warranties and Agreements. The representations, warranties and agreements in this Agreement or any document delivered pursuant hereto on or prior to the Effective Date shall survive the Closing of the transactions to be consummated on the Effective Date.

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SECTION 4.2. Finder Fees. No party to this Agreement has entered into any agreement pursuant to which any person is entitled, either directly or indirectly, to compensation for services as a finder or broker in connection with the transaction referred to herein.

SECTION 4.3. Notice to Third Parties. All notices to customers, suppliers, and other third parties and all other publicity or releases relating to the transactions contemplated hereby and issued between the date of this Agreement and the Effective Date will be approved by all parties hereto prior to release or dissemination.

SECTION 4.4. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Terms such as "herein", "hereof", "hereinafter" refer to this Agreement as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

SECTION 4.5. Drafting Party. The provisions of this Agreement, and the documents and instruments referred to herein, have been examined, negotiated, drafted and revised by counsel for each party hereto and no implication shall be drawn nor made against any party hereto by virtue of the drafting of this Agreement.

SECTION 4.6. Attorney Fees. If any action is brought by any party against another party or parties to enforce this Agreement or any provision contained herein, the prevailing party shall be entitled to recover from the other party or parties reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

SECTION 4.7. Severability. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability or any other

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provisions of this Agreement, which shall remain in full force and effect in such jurisdiction, or the validity or enforceability of such provision in any other jurisdiction.

SECTION 5.8. Specific Performance. The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist, and damages would be difficult to determine, and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

By the ("THE COMPANY")

REXIM International, LLC.

REXIM International, LLC.

Luis Pedroza.

President.

By the ("THE SURVIVING CORPORATION")

KRON International, INC.

Magei Moreno.

Director.

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