

Document Number Only

P32794

600002071066--5

-01/28/97--01096--020

*****35.00 *****35.00

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

EFFECTIVE DATE
12-31-96

TIE Systems

merging into:

TIE Communications, Inc.

600002071066--5

-01/28/97--01096--019

*****35.00 *****35.00

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Certified Copy

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Call if Problem

☒ Merger

☐ Mark

☐ Other UCC Filing

☐ Change of R.A.

☐ Fict Name

☐ CUS

☐ After 4:30

☒ Pick Up

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

PLEASE RETURN EXTRA COPIES
FILE STAMPED

12-27

Merger
DEC 15

CR2E031 (1-89)

Please see Effective Date: 12-31-96



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 31, 1996

CT CORPORATION SYSTEM

TALLAHASSEE, FL 32301

SUBJECT: TIE/COMMUNICATIONS, INC.
Ref. Number: P32794

We have received your document for TIE/COMMUNICATIONS, INC. and check(s) totaling \$70.00. However, your check(s) and document are being returned for the following:

✓ IN THE MERGER DOCUMENT IT MUST STATE THAT THE MERGER WAS ADOPTED OR AUTHORIZED BY THE "DIRECTORS" NOT BY THE CORPORATION.

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 (904) 487-6880.

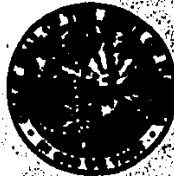
Karen Gibson
Corporate Specialist

Letter Number: 496A00057929

Karen,

*Please see changes + back date
to 12-30-96 ; effective 12-31-96.*

*Shaulson
Tamara*



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

December 30, 1996

CT CORPORATION SYSTEM

TALLAHASSEE, FL 32301

TIE/communications

We have received your document for and check(s) totaling \$70.00. However, your check(s) and document are being returned for the following:

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

STATEMENTS CONCERNING THE METHOD OF ADOPTION OR AUTHORIZATION BY EACH CORPORATION MUST BE CONTAINED IN THE MERGER.

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 (904) 487-6880.

Karen Gibson
Corporate Specialist

Letter Number: 596A00057707

*date of adop. 12-20-96
no shareholder approval was required.*

*Karen - Please see
corrections on docs.
Please backdate to 12-30*

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

with effective date 12-31. Thanks! Tamar

ARTICLES OF MERGER
MERGING
TIE SYSTEMS, INC. SOUTHEAST FLORIDA
WITH AND INTO
TIE/COMMUNICATIONS, INC.

FILED
\$6 DEC 30 PM 12:29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
12-31-96

TIE/COMMUNICATION, INC., a corporation organized and existing under the laws of the State of Delaware (this "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That this Corporation was incorporated on the twelfth (12th) day of March, 1971 under the name of Telephone Interconnect Equipment, Inc., pursuant to the General Corporation Law of the State of Delaware.

SECOND: That TIE Systems, Inc. Southeast Florida was incorporated on the twenty-ninth (29th) day of May, 1987, pursuant to the Florida Business Corporation Act (the "Florida Act") and its authorized stock consists of 10,000 shares of \$.01 par value Common Stock.

THIRD: That a Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations /Directors in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware and Sections 607.1101 through 607.1107 of the Florida Act. The Date of Adoption of the Plan of Merger was 12-20-96. Shareholder Approval was not required.

FOURTH: The surviving corporation of the merger is TIE/communications, Inc.

FIFTH: That the Restated Certificate of Incorporation of TIE/communications, Inc. shall be the Certificate of Incorporation of the surviving corporation.

SIXTH: That the executed Plan of Merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 8500 West 110th Street, Overland Park, Kansas 66210.

SEVENTH: That a copy of the Plan of Merger will be furnished by the surviving corporation, on request and without cost to any stockholder of either constituent corporation.

EIGHTH: This Certificate of Merger shall be effective as of 11:59 p.m. Eastern Standard Time on December 31, 1996.

NINTH: That the merger has been accomplished in accordance with the General Corporation Law of the State of Delaware.

TENTH: That the Secretary of State of the State of Florida is hereby irrevocably


appointed as the registered agent in the State of Florida for the surviving corporation.


[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this certificate has been executed by the President of this Corporation on this 20th day of December, 1996.

TIE/COMMUNICATIONS, INC.

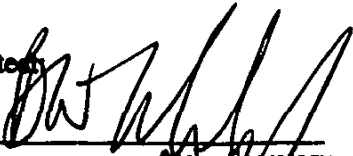
Attest:

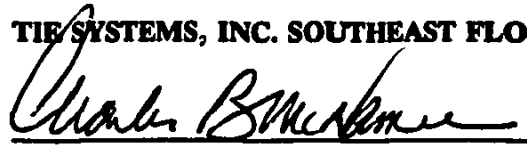

Asst. Secretary


Charles B. McNamee, President

TIE SYSTEMS, INC. SOUTHEAST FLORIDA

Attest:


Asst. Secretary


Charles B. McNamee, President

PLAN OF MERGER

This Plan of Merger ("Plan") entered into this ~~20th~~ day of December, 1996, between **TIE/COMMUNICATIONS, INC.**, a Delaware corporation ("TIE" or "Surviving Corporation"), **TIE SYSTEMS, INC. NEW ENGLAND**, a Massachusetts corporation ("TIE New England" or a "Merging Corporation"), **TIE SYSTEMS, INC. SOUTHEAST FLORIDA**, a Florida corporation ("TIE Florida" or a "Merging Corporation"), **TIE INTERNATIONAL, INC.**, a Delaware corporation ("TIE International" or "Merging Corporation"), **TIE SYSTEMS, INC. ILLINOIS**, a Colorado corporation ("TIE Illinois" or a "Merging Corporation"), **TIE SYSTEMS, INC. MISSISSIPPI VALLEY**, an Iowa Corporation ("TIE Mississippi Valley" or a "Merging Corporation"), **TIE SYSTEMS, INC.**, a Delaware corporation ("TSI" or a "Merging Corporation"), **TIE SYSTEMS, INC. MINNESOTA**, a Minnesota corporation ("TIE Minnesota" or a "Merging Corporation"), **TIE SYSTEMS, INC. NEW YORK**, a Connecticut corporation ("TIE New York" or a "Merging Corporation"), **TIE SERVICE, INC.**, a California corporation ("TIE Service" or "Merging Corporation"), **CHATLOS SYSTEMS, INC.**, a New Jersey corporation ("Chatlos" or a "Merging Corporation"), and **TIE SYSTEMS, INC. CENTRAL VALLEY**, a California corporation ("TIE Central Valley" or a "Merging Corporation"). TIE New England, TIE Florida, TIE International, TIE Illinois, TIE Mississippi Valley, TSI, TIE Minnesota, TIE New York, TIE Service, Chatlos and TIE Central Valley sometimes collectively referred to herein as the "Merging Corporations."

WITNESSETH:

WHEREAS, the respective Boards of Directors of TIE and the other Merging Corporations deem it desirable and in the best interest of said corporations and their shareholders that the Merging Corporations merge with and into TIE pursuant to Sections 252 and 253 of the General Corporation Law of the State of Delaware.

NOW, THEREFORE, in consideration of the premises and the mutual plans, provisions and covenants herein contained, it is hereby agreed as follows:

ARTICLE I

Section 1.1 As of the Effective Date (as hereinafter defined), the Merging Corporations shall be merged with and into TIE which shall be the Surviving Corporation. The Surviving Corporation shall continue its corporate existence and remain a Delaware corporation.

Section 1.2 The merger shall become effective on December 31, 1996 at 11:59 p.m. Eastern Standard Time. The date upon which the merger shall become effective is referred to herein as the "Effective Date".

ARTICLE II

Section 2.1 TIE is to survive the merger and continue thereafter as the Surviving Corporation and its identity, existence, purposes powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger. As of the Effective Date, the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Merging Corporations shall be wholly merged with and into TIE and TIE, as the surviving corporation shall be fully vested therewith. Accordingly, on the Effective Date, the separate existences by the Merging Corporations except insofar as continued by statute shall cease, and the Merging Corporations shall be deemed merged with and into TIE, and they shall thereupon become a single corporation, namely TIE, a Delaware corporation, which shall continue to exist under the Articles of Incorporation of TIE.

ARTICLE III

Section 3.1 The laws of the State of Delaware shall govern the Surviving Corporation.

Section 3.2 From and after the Effective Date, the Articles of Incorporation of TIE as set forth in its Restated Certificate of Incorporation as the Effective Date shall be and become the Articles of Incorporation of the Surviving Corporation until the same shall be further altered, amended or repealed in accordance with the laws of Delaware.

Section 3.3 From and after the Effective Date, the By-laws of TIE as of the Effective Date shall be and become the By-laws of the Surviving Corporation until the same shall be altered, amended or repealed or until new By-laws shall be adopted in accordance with the provisions of the laws of the State of Delaware.

Section 3.4 The Directors and officers of TIE immediately prior to the filing of the Certificate of Merger shall be the first Board of Directors and officers of the Surviving Corporation immediately after the Effective Date.

ARTICLE IV

The manner and basis of converting and exchanging the shares of capital stock of the Merging Corporations into shares of capital stock of the Surviving Corporation shall be as follows:

Section 4.1 On the Effective Date, all of the issued and outstanding shares of stock of the Merging Corporations shall, without any action of the holders thereof, be canceled and of no effect. Such shares shall at the earliest practicable time be surrendered to TIE for cancellation. No shares of the Surviving Corporation shall be issued in respect of the canceled shares of the Merging Corporations.

Section 4.2. On the Effective Date, by virtue of the merger and without any action on the part of TIE, the Merging Corporations or their respective shareholders, the issued and outstanding shares of stock of TIE shall constitute all of the issued and outstanding shares of stock of the Surviving Corporation (the "Shares").

Section 4.3. The certificates representing shares of TIE shall, without any action on the part of the holder thereof, be deemed to represent the number of shares of the Surviving Corporation.

ARTICLE V

Section 5.1 Upon the Effective Date, all rights, privileges, powers, immunities and franchises (public or private) of the Merging Corporations and all property (real, personal and mixed), debts due on whatever account, and any other interests of or assets belonging to or due the Merging Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed and shall thereafter be the property of the Surviving Corporation as they were of the Merging Corporations. The Merging Corporations agree that from time to time as and when requested by the Surviving Corporation, or by its successors and assigns, it shall execute and deliver or cause to be executed and delivered all such deeds and other instruments and shall take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all said property, rights, privileges, powers, immunities and franchises and otherwise to carry out the intent and purposes of this Plan.

Section 5.2 Upon the Effective Date, all rights of creditors and all liens and security interests on any property of the Merging Corporations shall be preserved unimpaired, and all debts, liabilities, duties and obligations of the Merging Corporations shall thenceforth attach to and be assumed by the Surviving Corporation and may be enforced against it to the same extent as if said rights, liens, debts, liabilities, duties or obligations had been incurred or contracted by the Surviving Corporation; any claim, action or proceeding pending by or against the Merging Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in place of such Merging Corporations.

ARTICLE VI

The assets, liabilities and net worth accounts of the Merging Corporations shall be taken up on the books of the Surviving Corporation in the amounts carried on the books of the Merging Corporations on the Effective Date. Any sums available for payment of dividends by the Merging Corporations shall be available for payment of dividends by the Surviving Corporation. Nothing herein shall prevent the Board of Directors of the Surviving Corporation from making any changes in its accounts in accordance with law.

ARTICLE VII

Section 7.1 From the date hereof until the Effective Date the Merging Corporations shall:

(a) Except as provided for herein, conduct their respective business in the usual and ordinary manner; and

(b) Use their respective best efforts to keep and maintain their business organization intact, to retain their present employees, to maintain relationships with customers and others, and to keep their properties in good order and repair; and

(c) Permit each other and their respective authorized representatives to have full access to all of their respective documents and records and furnish each other such financial and other information with respect to their business and properties as such other corporation may from time to time reasonably request.

Section 7.2 From the date hereof until the Effective Date, the Merging Corporations shall not, except as provided herein, or pursuant to a prior written consent of TIE and all Merging Corporations:

(a) Pay any dividends or make other distributions with respect to any stock; or

(b) Pay any bonus or increase any salary except in accordance with previously established well-defined and written policy or plan; or

(c) Take any other action which would increase its capitalization; or

(d) Take any other action which would materially and adversely affect its business or financial condition or net worth.

ARTICLE VIII

The parties to this Plan hereby represent and warrant each to the other follows:

(a) Each Merging Corporation is a corporation duly organized, validly existing and in good standing under the laws of their respective States of incorporation, has corporate authority to carry on its business as it is now being conducted, and is duly qualified to do business in each jurisdiction in which the character of the property owned by it or the nature of the business transacted by it makes such qualification necessary.

(b) Each Merging Corporation's authorized, issued and outstanding capital stock is validly issued and outstanding and is fully paid and nonassessable.

(c) There are no existing options, calls or commitments of any character relating to the authorized, unissued stock of any Merging Corporation.

(d) The copies of each Merging Corporation's Articles of Incorporation and By-laws which have been delivered to the other are complete and correct.

(f) The consummation of the transactions contemplated by this Plan shall not result in any breach or violation of or default under any judgment, decree, mortgage plan, indenture or other instrument applicable to any Merging Corporation.

ARTICLE X

Section 10.1 The registered office of the Surviving Corporation in Delaware in Delaware is 1209 Orange Street in the City of Wilmington, and the name of its registered agent at such address is The Corporation Trust Company.

ARTICLE XI

Section 11.1 This Plan contains the entire plan of the parties, and the terms hereof shall not be varied or altered except by written instrument executed by the parties hereto.

Section 11.2 This Plan is binding on and inures to the benefit of the parties and their executors, administrators, personal representatives, successors and assigns.

Section 11.3 This Plan shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 11.4 All notices required or permitted to be given pursuant to this Plan shall be deemed given when delivered by hand or when mailed, registered or certified mail, postage prepaid, and addressed as follows:

If to TIE:

TIE/communications, Inc.
8500 W. 110th Street
Overland Park, Kansas 66210
Attn: Charles B. McNamee, President

If to the Merging Corporations:

c/o TIE/communications, Inc.
8500 W. 110th Street
Overland Park, Kansas 66210
Attn: Charles B. McNamee, President

Section 11.5 This Plan may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 11.6 All prior negotiations and understandings between the parties hereto are superseded by this Plan and there are no representations, warranties, understandings or plans other than those expressly set forth herein, except as modified in writing concurrently herewith or subsequent hereto.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto has caused this Plan to be duly executed as of the date and year first above written.

TIE/COMMUNICATIONS INC.

By: Charles R. McNamee
Its: President

TIE SYSTEMS, INC. NEW ENGLAND

By: Charles R. McNamee
Its: President

TIE SYSTEMS, INC. SOUTHEAST
FLORIDA

By: Charles R. McNamee
Its: President

TIE INTERNATIONAL, INC.

By: Charles R. McNamee
Its: President

TIE SYSTEMS, INC. ILLINOIS

By: Charles R. McNamee
Its: President

**TIE SYSTEMS, INC. MISSISSIPPI
VALLEY**

By: Charles B. McNamara
Its: President

TIE SYSTEMS, INC.

By: Charles B. McNamara
Its: President

TIE SYSTEMS, INC. MINNESOTA

By: Charles B. McNamara
Its: President

TIE SYSTEMS, INC. NEW YORK

By: Charles B. McNamara
Its: President

TIE SERVICE, INC.

By: Charles B. McNamara
Its: President

CHATLOS SYSTEMS, INC.

By: Charles B. McNamara
Its: President

TIE SYSTEMS, INC. CENTRAL VALLEY

By: Charles B. McNamara
Its: President