

10/17/97

FLORIDA DIVISION OF CORPORATIONS
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YOU HAVE REQUESTED TO SUBMIT THE FOLLOWING DOCUMENT:

TYPE: EFIL18
CORPORATE NAME: CONSONNI U.S.A., INC.

SUB-ACCOUNT NUMBER:
METHOD OF DELIVERY: F
FAX PHONE NUMBER: (954) 766-7800
MAILING NAME/ADDRESS: ATLAS, PEARLMAN, TROP & BORKSON, P.A.
PO BOX 14610
FT LAUDERDALE

FL 33302-4610

RECEIVED
98 JAN -7 AM 11:42
DIVISION OF CORPORATIONS

CERTIFICATE(S) REQUESTED: NO
ESTIMATED CHARGES: \$122.50

IF THE ABOVE INFORMATION IS CORRECT, AND YOU WOULD LIKE TO HAVE THE ACCOUNT CHARGED, PLEASE ENTER YOUR PASSWORD. TO ABANDON THIS PROCESS, ENTER 'N'.

ENTER SELECTION AND <CR>:
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10/17/97

FLORIDA DIVISION OF CORPORATIONS
PUBLIC ACCESS SYSTEM
ELECTRONIC FILING COVER SHEET

1:33 PM

((H97000017316 5)))

TO: DIVISION OF CORPORATIONS
FROM: ATLAS, PEARLMAN, TROP & BORKSON, P.A.
CONTACT: BEVERLY F BRYAN
PHONE: (954) 763-1200

FAX #: (850) 922-4000

ACCT#: 076247002423

FAX #: (954) 766-7800

NAME: CONSONNI U.S.A., INC.

AUDIT NUMBER.....H97000017316

DOC TYPE.....MERGER OR SHARE EXCHANGE

CERT. OF STATUS..0

PAGES..... 3

CERT. COPIES.....1

DEL.METHOD.. FAX

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TO: DIVISION OF CORPORATIONS

FAX #: (850) 922-4000

2/12 PAGE 1 ID: 9547667800

JAN-07-98 11:30 FROM: ATLAS PEARLMAN PA

1/7/98

DE

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10/17/97

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TO: DIVISION OF CORPORATIONS FAX #: (850)922-4000
FROM: ATLAS, PEARLMAN, TROP & BORKSON, P.A. ACCT#: 076247002423
CONTACT: BEVERLY F BRYAN
PHONE: (954)763-1200 FAX #: (954)766-7800

NAME: CONSONNI U.S.A., INC.
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TO: DIVISION OF CORPORATIONS FAX #: (850)922-4000

ELECTRONIC FILING COVER SHEET

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TO: DIVISION OF CORPORATIONS

FAX #: (850)922-4000

FROM: ATLAS, PEARLMAN, TROP & BORKSON, P.A.
CONTACT: BEVERLY F BRYAN
PHONE: (954)763-1200

ACCT#: 076247002423

FAX #: (954)766-7800

NAME: CONSONNI U.S.A., INC.

AUDIT NUMBER.....H97000017316

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DEL.METHOD.. FAX

EST.CHARGE.. \$122.50

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TO: DIVISION OF CORPORATIONS

FAX #: (850)922-4000

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97 OCT 17 PM 1:59
DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

January 7, 1998

CONSONNI U.S.A., INC.
1900 GLADES ROAD
BOCA RATON, FL 33431

SUBJECT: CONSONNI U.S.A., INC.
REF: P94000000867

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

- ✓ THE FAX AUDIT NUMBER MUST APPEAR ON THE TOP AND BOTTOM OF EACH PAGE. THE AGREEMENT AND PLAN OF SHARE EXCHANGE MUST HAVE THE FAX AUDIT NUMBER ADDED TO THEM.
- ✓ PLEASE ADD A PHONE NUMBER TO THE PREPARER'S STATEMENT ON THE FIRST PAGE OF YOUR 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) 487-6906.

Darlene Connell
Corporate Specialist

FAX Aud. #: H97000017316
Letter Number: 598A00000776



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 12, 1997

CONSONNI U.S.A., INC.
1900 GLADES ROAD
BOCA RATON, FL 33431

SUBJECT: CONSONNI U.S.A., INC.
REF: P94000000867

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

✓ The FAX audit number must be on the top and bottom of each page of the document.

✓ 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. *S-V-P*

✓ The articles of share exchange must contain the provisions of the plan of share exchange or the plan of share exchange must be attached.

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) 487-6906.

Darlene Connell
Corporate Specialist

FAX Aud. #: H97000017316
Letter Number: 097A00058624

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DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 17, 1997

CONSONNI U.S.A., INC. - NINA
1900 GLADES ROAD
BOCA RATON, FL 33431

SUBJECT: CONSONNI U.S.A., INC.
REF: P9400000867

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

✓ The document is illegible and not acceptable for imaging. ✓

✓ Articles of Share Exchange are filed pursuant to Section 607.1105 of the Florida Statutes. Please correct your document accordingly. >

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) 487-6906.

Darlene Connell
Corporate Specialist

FAX And. #: H97000017316
Letter Number: 597A00050893

ARTICLES OF SHARE EXCHANGE

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THESE ARTICLES OF SHARE EXCHANGE (the "Articles") are filed pursuant to Section 607.1105 of the Florida Statutes, dated August 15, 1997 between Consonni U.S.A., Inc., a Florida corporation hereafter also called "CONUSA" and Pedro Pablo Errazuriz, hereinafter also called "the shareholder" or "PPE".

PREAMBLE

WHEREAS, Mr. Pedro Pablo Errazuriz ("PPE/Shareholder") owns rights to an 88% of a Spanish corporation called Construcciones Electromecanicas Consonni S.A., hereinafter also called "Consonni" and to an 88% of another Spanish corporation called Equipos de Control Electrico S.A., hereinafter also called "ECESA".

WHEREAS, the Shareholder owns the rights on his own behalf or in behalf of third parties legally represented by himself.

WHEREAS, PPE is the present owner of 13,042 shares of Consonni out of 16,900 issued shares representing 77.21% of Consonni and is the present owner of 12,320 shares representing 88% of the 14,000 issued shares of ECESA, therein included the rights of the third parties mentioned above, and has rights on a further 10.79% on Consonni based on the completion of this Share Exchange Agreement.

WHEREAS, PPE declares that he has full power of representing and selling the rights of third parties involved in the ownership of the 77.21% mentioned above.

WHEREAS, CONUSA is a corporation duly organized and existing under the laws of the State of Florida and having authorized capital stock consisting of twenty million (20,000,000) shares of Common Stock, \$.0001 par value per share; and

WHEREAS, ECESA and Consonni are each corporations duly organized and existing under the laws of the County of Spain; and in Consonni for shares of Common Stock in CONUSA.

WHEREAS, the laws of the State of Florida permits the shareholder to exchange his ownership interest in ECESA and in Consonni for shares of Common Stock in CONUSA, subject to the terms and conditions set forth and the mode of carrying it into effect are and shall be as follows:

Gayle Coleman, Esq., FL BAR #857327
Atlas, Pearlman, Trop & Borkson, P.A.
200 East Las Olas Blvd., Suite 1900
Fort Lauderdale, FL 33301
954-763-1200

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECTION 1

Recitals

The above recitals are true, correct and are herein incorporated by reference.

SECTION 2

Exchange of Shares

2.1 The Shareholder hereby agrees to transfer to CONUSA at the Effective Date and completion of this agreement referred to in Section 3 below its 88% ownership right to (a) ECESA and (B) Consonni, and CONUSA agree to deliver to the Shareholder certificates representing two million, five hundred thousand (2,500,000) shares of common stock of CONUSA.

2.2 The certificates to be delivered at the Effective Date by the Shareholder representing his ownership of an 88% right to each of ECESA and Consonni shall be in negotiable form, and the certificates to be delivered at the Closing may be subject to restrictions on transferability pursuant to federal and state securities laws, including but not limited to, Rule 144 of the Securities Act of 1933, as amended or as applicable.

2.3 The certificates to be delivered at the Effective Date by CONUSA representing the 2,500,000 shares of common stock of CONUSA shall be in negotiable form, but some of those certificates to be delivered at the Closing may be subject to restrictions on transferability Securities Act of 1933, as amended or as applicable.

SECTION 3

Effective Date

3.1 These Articles have been submitted to the Shareholders of CONUSA entitled to vote thereon, as provided by the applicable laws of the State of Florida. These Articles and the Plan of Share Exchange, a copy of which is attached as Exhibit A, attached hereto and incorporated herein, have been duly adopted by the requisite consent or vote of the directors and the Shareholders of CONUSA and by PPE on August 6, 1997, and have been executed in accordance with the laws of the State of Florida and the Country of Spain and shall be filed with the Secretary of the State of Florida. The Closing Date shall be August 6, 1997 and the Effective Date of the Share Exchange shall be the date of the filing of the Articles of Share Exchange.

SECTION 4**Covenants and Agreements**

4.1 Each of the parties to these Articles hereby covenants to mutually assist the other and to take all action reasonably necessary to accomplish and effectuate the terms hereof.

4.2 The parties to these Articles have entered into Share Exchange Agreements (the "Agreements") of even date which has been approved, adopted, certified, executed and acknowledged by each of the parties in accordance with Florida Business Corporation Act and the laws of the State of Florida and of Spain. Said Agreements thereof are on file at the principal place of business of CONUSA located in Palm Beach County, Florida.

4.3 This Share Exchange Agreement is based on the ability of CONUSA to incorporate a new equity of no less than 1.0 and no more than 3.0 million dollars to Consonni Spain within the terms and schedule decided by the Board of Directors of Consonni S.A. In case that these funds are not made fully available to Consonni and ECESA, then PPE will transfer to CONUSA shares representing only 77% of the properties of ECESA and Consonni respectively and will receive Shareholder certificates representing 2,200,000 shares of CONUSA.

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IN WITNESS WHEREOF, the parties hereto have caused these Articles of Share Exchange to be executed on the day first above written.

CONSONNI USA, Inc.

By:

David P. Mayer, President

for the other party:

Pedro P. Errazuriz, Shareholder

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AGREEMENT AND PLAN OF SHARE EXCHANGE

THIS AGREEMENT AND PLAN OF SHARE EXCHANGE (the "Agreement") is dated as of August 6, 1997 (the "Effective Date"), between Consonni U.S.A, Inc., a Florida corporation ("CONUSA") and Pedro Pablo Errazuriz, a Chilean citizen (the "Shareholder/PPE") who owns an eighty-eight (88%) interest in Construcciones Electromecanicas Consonni S.A. ("Consonni"), a corporation organized under the laws of Spain and to an 88% interest in Equipos de Control Electrico S.A. ("ECESA")

PREAMBLE

WHEREAS, CONUSA is a corporation duly organized and existing under the laws of the State of Florida and located in Palm Beach County, Florida, having been incorporated January 5, 1994 and having and authorized capital stock consisting of twenty million (20,000,000) shares of Common Stock and five million (5,000,000) shares of Preferred Stock which includes one million (1,000,000) shares of Preferred Stock, all have which have a par value of \$.0001 per share; and

WHEREAS, Mr. Pedro Pablo Errazuriz ("PPE/Shareholder") owns rights to an 88% of a Spanish corporation called Construcciones Electromecanicas Consonni S.A., (Consonni) and to an 88% of another Spanish corporation called Equipos de Control Electrico S.A. (ECESA).

WHEREAS, the Shareholder owns the rights on his own behalf or in behalf of third parties legally represented by himself.

WHEREAS, PPE is the present owner of 13,042 shares of Consonni out of 16,900 issued shares representing 77.21% of Consonni and is the present owner of 12,320 shares representing 88% of the 14,000 issued shares of ECESA, therein included the rights of the third parties mentioned above, and has rights on a further 10.79% on Consonni based on the completion of this Share Exchange Agreement.

WHEREAS, PPE declares that he has full power of representing and selling the rights of third parties involved in the ownership of the 77.21% mentioned above.

WHEREAS, CONUSA is a corporation duly organized and existing under the laws of the State of Florida and having authorized capital stock consisting of twenty million (20,000,000) shares of Common Stock, \$.0001 par value per share; and

WHEREAS, ECESA and Consonni are each corporations duly organized and existing under the laws of the County of Spain; and in Consonni for shares of Common Stock in CONUSA.

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WHEREAS, the laws of the State of Florida permits the shareholder to exchange his ownership interest in ECESA and in Consonni for shares of Common Stock in CONUSA, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, as of the "Effective Date," as hereinafter defined, it is agreed that the Shareholder shall exchange, inter alia, his 88% ownership interest in Consonni for shares of Common Stock in CONUSA, subject to the terms and conditions set forth and the mode of carrying it into effect are and shall be as follows:

1. **Recitals.** The above recitals are true, correct and are herein incorporated by reference.

2. **Exchange of Shares.** The Shareholder hereby agrees to transfer to CONUSA at the closing referred to in Section 3 below all of the interest currently held by that Shareholder in Consonni his 88% ownership interest in Consonni, along with the Shareholder's 88% ownership interest in ECESA pursuant to the ECESA Agreement, in exchange for 2,500,000 shares of Common Stock of CONUSA, which, assuming the sale of 500,000 shares of Common Stock of CONUSA pursuant to CONUSA's Confidential Private Offering Memorandum dated August 6, 1997, represents an 83.33% interest in the outstanding capital stock of CONUSA and CONUSA agrees to deliver to the Shareholder a certificate representing the number of 2,500,000 shares of Common Stock in exchange for the Shareholder's interest in Consonni.

The Shareholder agrees to deliver as soon as practicable, a certificate representing its 88% ownership interest held by the Shareholder as set forth above. All certificates to be delivered at the closing by the parties hereto shall be in negotiable form, subject to any lock-up agreements and other restrictions pursuant to Federal and state securities laws, including but not limited to, Rule 144 of the Securities Act of 1933, as amended or as applicable.

3. **Closing Date.** The "Closing Date" shall be the Effective Date. CONUSA shall endeavor to file the Articles of Share Exchange with the Florida Secretary of State on the Closing Date.

4. **Representations of Shareholder.** The Shareholder hereby represents and warrant that:

(a) Consonni is validly organized and existing under the laws of the Country of Spain. Upon information and belief, there are no outstanding options, contracts, calls, commitments or demands of any character relating to the authorized but unissued stock of Consonni.

(b) The Shareholder's ownership interest in Consonni to be exchanged at the closing are validly issued, fully paid and non-assessable.

(c) Except as otherwise previously disclosed to CONUSA by the Shareholder, there has been no material adverse change in the condition of Consonni since the date of the financial statements previously provided to CONUSA. To the best of the Shareholder's knowledge, the only changes in the financial condition of Consonni since said date are those arising from the normal and regular conduct of the business of Consonni.

(d) Except as otherwise previously disclosed to CONUSA by the Shareholder, to the best of Shareholder's knowledge, there is no new litigation, governmental proceeding or investigation threatened or in prospect against Consonni or relating to any of the interest to be transferred hereunder which could materially affect CONUSA.

(e) Except as otherwise previously disclosed to CONUSA by the Shareholder, to the best of the Shareholder's knowledge, Consonni has no bonus, deferred compensation, profit-sharing, pension or retirement arrangements, whether or not legally binding, nor is it presently paying any pension, deferred compensation or retirement allowance which has not otherwise been disclosed to CONUSA.

(f) The statements made and information given to CONUSA concerning Consonni and the transactions covered by this Agreement are true and accurate and no material fact has been withheld from CONUSA.

(g) Shareholder has no knowledge of any developments or threatened developments of a nature that would be materially adverse to the business of Consonni.

(h) The ownership interest to be transferred by the Shareholder to CONUSA hereunder are free and clear of all voting trusts, agreements, arrangements, encumbrances, liens, claims, equities and liabilities of every nature and Shareholder is conveying clear and unencumbered title thereto to CONUSA.

(i) There are no agreements to which Shareholder is a party nor does Shareholder know of any other agreements that in any way materially restrict or impinge upon the business of Consonni or the benefit of which Consonni requires or presently has in its business.

5. **Representations of CONUSA.** CONUSA hereby makes the following representations and warranties to the Shareholder, each of which is true as of the date hereof and will be true as of the closing date with the same effect as though such representations and warranties had been made on the Closing Date:

(a) CONUSA is a corporation duly organized and existing under and by virtue of the laws of the State of Florida, and is in good standing under the laws thereof.

(b) CONUSA has an authorized capitalization of consisting of twenty million (20,000,000) shares of Common Stock and two million, five hundred thousand (2,500,000) shares of Preferred Stock, of which 100 shares of Common Stock are currently issued and outstanding and no shares of Preferred Stock are issued or outstanding.

(c) The execution and delivery of this Agreement by CONUSA and the performance by CONUSA of its covenants and undertakings hereunder have been duly authorized by all requisite corporate action, and CONUSA has the corporate power and authority to enter into this Agreement and to perform the covenants and undertakings to be performed by it hereunder.

(d) The copies of the Articles of Incorporation and the Bylaws of CONUSA heretofore delivered to the Shareholder are true and correct copies, as amended to date.

(e) Neither the execution nor the delivery of this Agreement, nor the consummation of the transaction herein contemplated, nor compliance with the terms hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or the Bylaws of CONUSA as amended, or any agreement or instrument to which CONUSA is now a party.

(f) CONUSA is acquiring the Shareholder's stock for its own account and for investment and not with the view to the distribution or resale of any thereof.

6. **Investment Purpose.** The Shareholder represents that he is acquiring the shares of CONUSA Common Stock to be delivered at the closing solely for investment and not for distribution or resale.

7. **Notices.** Any notice or communication necessary or desirable hereunder shall be considered sufficient and delivery thereof shall be deemed complete if delivered in person or mailed by registered mail on the part of CONUSA to:

Consonni U.S.A., Inc.
1900 Glades Road, Suite 351
Boca Raton, Florida 33431

and to the Shareholder as follows:

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Pedro Pablo Errazuriz
c/o Andean Development Corporation
1900 Glades Road, Suite 351
Boca Raton, Florida 33431

or to such other address as either party may hereafter specify in writing as his or its own address to the other party.

8. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith.

9. **Severability.** The Shareholder and CONUSA hereby agree and affirm that none of the above provisions is dependent on the validity of any other provision and invalidity as to any provision or any part thereof shall not affect any other provision.

10. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida. Venue shall be Palm Beach County, Florida.

11. **COUNTERPART.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CONSONNI, U.S.A., INC.

By: _____

SHAREHOLDER:

PEDRO PABLO ERRAZURIZ

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