



**THE UNITED STATES
CORPORATION**
C O M P A N Y

ACCOUNT NO. : 072100000032

REFERENCE : 752482 134758A

AUTHORIZATION

COST LIMIT : \$ 122.50

ORDER DATE : March 24, 1998

ORDER TIME : 10:04 AM

ORDER NO. : 752482-010

CUSTOMER NO: 134758A

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

N. Miami Beach, FL 33162

FILED
98 MAR 24 PM 2:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Therzen

900002466609--2

ARTICLES OF MERGER

MONEGRO, INC.

Name: [redacted] INTO
 Availability: [redacted] 3/20/98
 Document: MAX INDUSTRIALS INC.
 Examiner: [redacted] Don
 Up on or: [redacted] Don
 Unrated: [redacted] Don
 Verifyer: [redacted] Don
 RTIFIED COPY
 AIN STAMPED COPY
 W.P. Verifyer: [redacted] Don
 PERSON: Christopher Smith

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Christopher

EXAMINER'S INITIALS:

RECEIVED
98 MAR 24 PM 12:08
DIVISION OF CORPORATION

*02250, 00561, 02277, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

MONEGRO, INC., a Florida corporation P93000042590
,

INTO

MAX INDUSTRIALS, INC., a Florida corporation, P96000077067

File date: March 24, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 25, 1998

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: MAX INDUSTRIALS, INC.
Ref. Number: P96000077067

RESUBMIT

Please give original
submission date as file date.

We have received your document for MAX INDUSTRIALS, INC. and the authorization to debit your account in the amount of \$122.50. However, the document has not been filed and is 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.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Hogan
Corporate Specialist

Letter Number: 298A00015915

98 MAR 26 AM 11:23
DIVISION OF CORPORATIONS

RECEIVED

FILED
98 MAR 24 PM 2:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
MONEGRO, INC., a Florida corporation
INTO
MAX INDUSTRIALS, INC., a Florida corporation.

Pursuant to the provisions of the Florida law, Monegro, Inc. and Max Industrials, Inc., each being corporations 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 Monegro, Inc. with and into Max Industrials, Inc. to form a single surviving corporation, which shall be Max Industrials, 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 Max Industrials, Inc. and it shall continue to be governed by and organized under the laws of the State of Florida.

THIRD: A Plan of Merger was entered in to by the Constituent Corporations and the Plan of Merger was adopted by all of the directors and all of the stockholders of the Constituent Corporations in the manner prescribed by Florida law. on March 19, 1998.

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>
Monegro, Inc.	100	Common
Max Industrials, Inc.	100	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>	
Monegro, Inc.	100	-0-	Common
Max Industrials, Inc.	100	-0-	Common

Respectfully submitted on this 19 day of March, 1998.

Monegro, Inc.,
a Florida corporation

By: [Signature]
Jack Azout, President

ATTEST:

[Signature]
Gilda Azout, Secretary

Max Industrials, Inc.,
a Florida corporation

By: [Signature]
Jack Azout, President

ATTEST:

[Signature]
Gilda Azout, Secretary

merger.maxindustrials.monegro.articlesofmerger

PLAN OF MERGER

MAX INDUSTRIALS, INC., a Florida corporation, and **MONEGRO, INC.**, a Florida corporation enter into this Plan of Merger on this 17 day of March, 1998.

BACKGROUND

Each corporate party to this Plan of Merger is a Florida corporation currently in existence and good standing. The parties to this Agreement believe it makes business sense to have Monegro, Inc. ("Monegro") merge into Max Industrials, Inc. ("Max"), with Max being the surviving corporation. In particular, the parties to this Agreement desire to accomplish the following business purposes through the merger, which list is not all inclusive: (i) simplifying the maintenance of business records; (ii) consolidating bookkeeping, accounting and tax functions; (iii) simplifying the filing of tax returns, registrations and other filings with the proper authorities; (iv) eliminating duplicate work and expenses in administration and accounting; and (v) eliminating the need for multiple bank accounts. Cost savings to be accomplished by reason of the merger include but are not limited to (vi) elimination of the annual report fee charged by the State of Florida with respect to the merged corporation; (vii) elimination of accounting fees currently paid by the merged corporation; (viii) elimination of bank charges chargeable with respect to the bank account maintained by the merged corporation; and (ix) accounting fees and bookkeeping costs with respect to the merged 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, Monegro will merge into and become a part of Max, with Max being the surviving corporation. Upon the effective date of the merger, the separate corporate existence of Monegro 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 Max.

3. Changes to By-Laws. This merger will not result in a change to the By-Laws of Max and until the next annual meeting of the stockholders of Max, or if later, until their successors are duly elected, the directors of Max shall continue to be Jack Azout and Gilda Azout. Until the next annual meeting of the directors of Max, or, if later, until new officers are appointed, Jack Azout shall continue to serve as the president and Gilda Azout shall continue to serve as the vice-president and secretary/treasurer of Max.

4. Rights, Privileges, and Immunities. As of the effective date of the merger, Max 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 Monegro; 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 Monegro, shall be deemed to be transferred to and vested in Max. without further act or deed, and the title to any property or any interest therein, vested in Monegro, shall not revert to or be in any way impaired by reason of the merger.

Max shall be responsible and liable for all the liabilities and obligations of Monegro; and any claims existing by or against Monegro may be prosecuted to judgement as if the merger had not

occurred, or Max may be substituted in the place of Monegro. The rights of any creditors of Monegro shall not be impaired by this merger. Max shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of Monegro.

5. Share Conversion. Upon the effective date of the merger, all the outstanding shares of stock of Monegro shall be surrendered and canceled. In as much as Malaga Holdco owns 100% of the stock of each of Monegro and Max, no new shares in Max will be issued as a result of this merger and Malaga Holdco shall continue to own 100% of the shares of stock of Max.

6. Further Assurances. If at any time Max 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 Max the title to any property or rights of Monegro or to otherwise carry out the provisions hereof, the proper officers and directors of Monegro, 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 Max 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 the parties 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 Stockholders and 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 Max.


10. Payment of Dissenters. There are no dissenters since all stockholders have 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 the filing of 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.

Max Industrials, Inc.

By:



Jack Azout, President

Monegro, Inc.

By:



Jack Azout, President

merger.maxindustrials.monegro.planofmerger