

P 97000089329

CORS
FILING COVER SHEET

222-1173

ACCT. #FCA-14

CONTACT:

CINDY HICKS

DATE:

12-30-97

REF. #:

0150. 1296

CORP. NAME:

Zenex Electronics International,
Inc

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

97 DEC 30 PM 1:44

APPROVED
AND
FILED

☐ ARTICLES OF INCORPORATION

☐ ARTICLES OF AMENDMENT

☐ ARTICLES OF DISSOLUTION

☐ ANNUAL REPORT

☐ TRADEMARK/SERVICE MARK

☐ FICTITIOUS NAME

☐ CERT. OF AUTHORITY

☐ LIMITED PARTNERSHIP

☐ LIMITED PARTNERSHIP

☐ REINSTATEMENT

☒ MERGER

☐ UCC-1

☐ UCC-3

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PLEASE RETURN:

☒ CERTIFIED COPY

☐ CERTIFICATE OF STATUS

☐ PLAIN STAMPED COPY

AUTHORIZATION:

Cindy Hicks

COST LIMIT

\$122.50

Merger
898
97000089329
Curtis
Dec 30 1997

ARTICLES OF MERGER
Merger Sheet

MERGING:

ZEMEX ELECTRONICS INTERNATIONAL, INC., document number 848606

INTO

CHS AMERICAS, INC., a Florida corporation, P97000089329

File date: December 30, 1997

Corporate Specialist: Carol Mustain

Account number: FCA000000014

Account charged: 122.50

**ARTICLES OF MERGER
OF
ZEMEX ELECTRONICS INTERNATIONAL, INC.,
A CONNECTICUT CORPORATION
INTO
CHS AMERICAS, INC.,
A FLORIDA CORPORATION**

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, as amended, ZEMEX ELECTRONICS INTERNATIONAL, INC., a Connecticut corporation (the "Corporation"), and CHS AMERICAS, INC., a Florida corporation (the "Surviving Corporation"), adopt the following Articles of Merger for the purpose of merging the Corporation with and into the Surviving Corporation (the "Merger").

FIRST: The names of the corporations that are parties to the Merger are:

ZEMEX ELECTRONICS INTERNATIONAL, INC., a Connecticut corporation
CHS AMERICAS, INC., a Florida corporation

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger by and between the Corporation and the Surviving Corporation attached hereto as Exhibit A and made a part hereof. The effective date of the Merger is December 30, 1997.

THIRD: The Plan of Merger was adopted by the unanimous written consent of the sole director and the sole shareholder of common stock of the Surviving Corporation and the sole director and sole shareholder of the Corporation, which consents are attached hereto as Exhibit B and made a part hereof, in accordance with the provisions of Sections 607.0821, 607.0704 and 607.1103 of the Florida Business Corporation Act.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
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IN WITNESS WHEREOF, the Surviving Corporation and the Corporation have each caused these Articles of Merger to be signed in its corporate name and on its behalf by its President as of the 29 day of December, 1997.

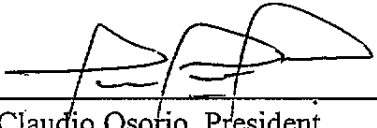
ZEMEX ELECTRONICS
INTERNATIONAL, INC.

By: _____


Alvin Perlman, President

CHS AMERICAS, INC.

By: _____


Claudio Osorio, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated Dec. 29, 1997 (the "Agreement"), is entered into between ZEMEX ELECTRONICS INTERNATIONAL, INC., a Connecticut corporation ("ZEMEX"), and CHS AMERICAS, INC., a Florida corporation ("CHS")

A. ZEMEX is organized and existing under the laws of the State of Connecticut, with its principal business office at 2000 N.W. 84th Avenue, Miami, Florida 33122.

B. ZEMEX has an aggregate authorized capital of 1000 shares of common stock, \$1.00 par value (the "ZEMEX Common Stock").

C. CHS is a corporation organized and existing under the laws of the State of Florida, with its principal business office at 2000 N.W. 84th Avenue, Miami, Florida 33122.

D. CHS has an aggregate authorized capital of 1,000 shares of capital stock, \$.01 par value (the "CHS Common Stock").

E. The sole director and sole shareholder of ZEMEX and the sole director and sole shareholder of CHS believe that the best interests of ZEMEX and CHS will be served by the merger of ZEMEX with and into CHS under and pursuant to the provisions of this Agreement and the Connecticut General Statutes Annotated 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.** ZEMEX shall be merged with and into CHS (the "Merger").
2. **EFFECTIVE DATE.** The Merger shall become effective immediately upon the later of the filing of this Agreement or articles of merger with the State of Connecticut Secretary of State in accordance with the Connecticut General Statutes Annotated and the filing of articles of merger with the State of Florida Secretary of State in accordance with the Florida Business Corporation Act. The date of such effectiveness is hereinafter called the "Effective Date."
3. **SURVIVING CORPORATION.** CHS 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 ZEMEX shall cease.
4. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of CHS as it exists on the Effective Date shall be the Articles of Incorporation of CHS 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.

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TALLAHASSEE, FLORIDA

APPROVED
AND
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5. **BYLAWS.** The Bylaws of CHS as they exist on the Effective Date shall be the Bylaws of CHS 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 member of the Board of Directors and the officer of CHS immediately prior to the Effective Date shall be the member of the Board of Directors and the officer, respectively, of CHS following the Effective Date, and such person shall serve in such offices for the terms provided by law or in the Bylaws, or until his respective successors are elected and qualified.

7. **CANCELLATION OF OUTSTANDING ZEMEX STOCK.** Upon the Effective Date, each issued and outstanding share of ZEMEX Common Stock and all rights in respect thereof shall be cancelled.

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 sole holder of the shares of ZEMEX Common Stock outstanding on the record date fixed for determining the shareholders of ZEMEX entitled to vote thereon and (b) ZEMEX and CHS 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. **STOCK OPTIONS, WARRANTS AND CONVERTIBLE DEBT.** Upon the Effective Date, each stock option and/or any other right to subscribe for or purchase shares of ZEMEX Common Stock shall be cancelled and shall have no force or effect whatsoever.

10. **RIGHTS AND LIABILITIES OF FLORIDA.** 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 and Section 33-369 of the Connecticut General Statutes Annotated, the title to all real estate and other property, or any interest therein, owned by each of ZEMEX and CHS shall be vested in CHS without reversion or impairment; CHS 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 ZEMEX and CHS without reversion or impairment; CHS shall henceforth be responsible and liable for all the liabilities and obligations of each of CHS and ZEMEX; any claim existing or action or proceeding pending by or against ZEMEX or CHS may be continued as if the Merger did not occur or CHS may be substituted for ZEMEX in the proceeding; neither the rights of creditors nor any liens upon the property of ZEMEX or CHS shall be impaired by the Merger, and CHS 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.

11. **TERMINATION.** This Agreement may be terminated and abandoned by action of the respective Board of Directors of ZEMEX and CHS at any time prior to the Effective Date, whether before or after approval by the shareholders of ZEMEX.

12. **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 ZEMEX 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 CHS, 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.

13. **INSPECTION OF AGREEMENT.** Executed copies of this Agreement will be on file at the principal place of business of CHS. A copy of this Agreement shall be furnished by CHS, on request and without cost, to any shareholder of either ZEMEX or CHS.

14. **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.

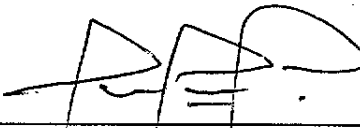
15. **SERVICE OF PROCESS.** On and after the Effective Date, CHS agrees that it may be served with process in the manner specified in the Connecticut Service of Process Statutory Provision for enforcement of any obligation of ZEMEX or CHS arising from the Merger.

16. **REMEDIES.** Any right and remedy belonging to ZEMEX or CHS and arising in connection with the actions contemplated by this Agreement shall be pursued solely against ZEMEX or CHS, and not against their respective officers, directors or employees. In the event that any officer, director or employee of ZEMEX or CHS is involved in any capacity in any action, proceeding or investigation in connection with the Merger, ZEMEX or CHS 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 Agreement to be executed.

CHS AMERICAS, INC.,
a Florida corporation

By: _____



Claudio Osorio, President

ZEMEX ELECTRONICS
INTERNATIONAL, INC.
a Connecticut corporation

By: _____



Alvin Perlman, President