

Document Number Only

P98000005027

99 DEC 20 PM 3:57
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TALLAHASSEE, FLORIDA

C T Corporation System

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 (850) 222-1092
City State Zip Phone

CORPORATION(S) NAME

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-12/20/99--01078--006
*****105.00 *****105.00

700003075067--6
-12/20/99--01078--007
*****17.50 *****17.50

EFFECTIVE DATE
12/31/99

Merger

JPL Aerospace, Inc.

- () Profit
() NonProfit
() Limited Liability Company
() Foreign
() Limited Partnership
() Reinstatement
2 ☒ Certified Copy
() Call When Ready
☒ Walk In
() Mail Out
- () Amendment
() Dissolution/Withdrawal
() Annual Report
() Reservation
() Photo Copies
() Call if Problem
() Will Wait
- ☒ Merger
() Mark
() Other
() Change of R.A.
() Fictitious Name
() CUS / G/S
() After 4:30
☒ Pick Up

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| Name | |
| Availability | 12/27/99 |
| Document Examiner | AAE |
| Updater | AAE |
| Verifier | |
| Acknowledgment | |
| W.P. Verifier | |

12/20

PLEASE RETURN EXTRA COPY(S)
FILE STAMPED

THANK YOU ! CONNIE BRYAN

*00789, 00524, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

SOURCE MANUFACTURING, INC., a Florida corporation P98000005027
SOURCE TECHNICAL SERVICES, INC., a Florida corporation P93000046902

INTO

JPL AEROSPACE, INC., a Delaware corporation not qualified in Florida

File date: December 20, 1999, effective December 31, 1999

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

December 21, 1999

CT Corporation System
660 East Jefferson St.
Tallahassee, FL 32301

SUBJECT: SOURCE MANUFACTURING, INC.
Ref. Number: P98000005027

We have received your document for SOURCE MANUFACTURING, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please attach the Amended and Restated Articles as referenced to on page 14 exhibit A.

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

Annette Ramsey
Corporate Specialist

Letter Number: 499A00059697

Walk-In
Pick-Up
12/23/99

* Please backdate filing to:

December 21, 1999.

Thanks!
99 DEC 23 PM 2:35
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
12/31/99

FILED
99 DEC 20 PM 3:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|---------------------|---------------------|
| JPL Aerospace, Inc. | Delaware |

Second: The name and jurisdiction of each merging corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|---------------------------------|---------------------|
| Source Technical Services, Inc. | Florida |
| Source Manufacturing, Inc. | Florida |


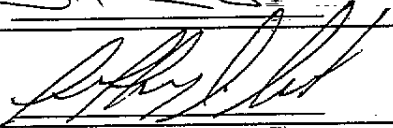

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on December 31, 1999.

Fifth: Adoption of Merger by surviving corporation. The Plan of Merger was adopted by the shareholders of the surviving corporation on December 16, 1999.

Sixth: Adoption of Merger by merging corporations. The Plan of Merger was adopted by the shareholders of the merging corporations on December 16, 1999.

Seventh: SIGNATURES FOR EACH CORPORATION

| <u>Name of Corporation</u> | <u>Signature</u> | <u>Typed or Printed Name of Individual & Title</u> |
|---------------------------------|---|--|
| JPL Aerospace, Inc. |  | <u>J. R. RABE</u> , President |
| Source Technical Services, Inc. |  | <u>Jeff Smith</u> , President |
| Source Manufacturing, Inc. |  | <u>Jon R. PRAHUTA</u> , President |

[Plan of Merger on following pages]

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdictions of incorporation.

First: The name and jurisdiction of the **surviving** corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|---------------------|---------------------|
| JPL Aerospace, Inc. | Delaware |

Second: The name and jurisdiction of each **merging** corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|---------------------------------|---------------------|
| Source Technical Services, Inc. | Florida |
| Source Manufacturing, Inc. | Florida |

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

See attached "Agreement and Plan of Merger"

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached "Agreement and Plan of Merger"

Fifth: The Amended and Restated Certificate of Incorporation of the surviving corporation are attached.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated this 16 day of December, 1999 pursuant to Section 252 of the General Corporation Law of Delaware and Section 607.234 of the Florida General Corporation Act, among JPL Aerospace, Inc., a Delaware corporation having its principal place of business at Pease International Tradeport, 68 New Hampshire Avenue, Portsmouth, NH 03801 (the "Surviving Company"), Source Technical Services, Inc., a Florida corporation having its principal place of business at 14251 NW 4th Street, Sunrise, Florida ("STSI"), Source Manufacturing, Inc., a Florida corporation having its principal place of business at 14251 NW 4th Street, Sunrise, Florida ("SMI" and, together with STSI, the "Source Entities"), Jeffrey Smith, Jon Plahuta, Willie Powell, Jr. and Eric Bienvenu, each of whom is a stockholder of both of the Source Entities (the "Source Stockholders"), Londavia, Inc., a Delaware corporation and the majority stockholder of the Surviving Company ("Londavia"), and JPLT International Co. Ltd., a company organized under the laws of the British Virgin Islands and the minority stockholder of the Surviving Company ("JPLT" and, together with Londavia, the "JPL Stockholders").

WITNESSETH:

WHEREAS, the Source Entities desire to merge themselves into the Surviving Company:

WHEREAS, the Surviving Company desires that the Source Entities be merged into itself; and

WHEREAS, the Boards of Directors of the Source Entities and the Surviving Company have adopted a resolution approving this Agreement and Plan of Merger;

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Merger.** Each of the Source Entities shall be merged into the Surviving Company pursuant to Section 252 of the General Corporation Law of Delaware and Section 607.234 of the Florida General Corporation Act. The Surviving Company shall survive the mergers herein contemplated and shall continue to be governed by the laws of the State of Delaware. The separate corporate existence of each of the Source Entities shall cease forthwith upon the Effective Date (as defined below). The mergers of the Source Entities into the Surviving Company shall herein be referred to as the "Mergers."

2. **Stockholder Approval.** As soon as practicable after the execution of this Agreement and Plan of Merger, each of the Source Entities and the Surviving Company shall, if necessary under the General Corporation Law of Delaware and the Florida General Corporation Act, submit this Agreement and Plan of Merger to their respective stockholders for approval. Each of the JPL Stockholders and the Source Stockholders hereby agrees to vote all shares of the

Surviving Company and the Source Entities, as the case may be, held by it or him, as the case may be, in favor of the approval of this Agreement and Plan of Merger.

3. **Effective Date.** The Merger shall be effective upon the filing of this Agreement and Plan of Merger or a Certificate of Merger with the Secretary of State of the State of Delaware and Articles of Merger with the Secretary of State of Florida, which filings shall be made as soon as practicable after all required stockholder approvals have been obtained. The time of such effectiveness shall herein be referred to as the "Effective Date."

4. **Common Stock of Source Entities.**

(a) On the Effective Date, by virtue of the Mergers and without any action on the part of the holders thereof, each share of Common Stock of STSI issued and outstanding immediately prior thereto shall cease to exist and shall be changed and converted into 5,400 fully paid and non-assessable shares of the Common Stock, par value \$.001 per share, of the Surviving Company.

(B) On the Effective Date, by virtue of the Mergers and without any action on the part of the holders thereof, each share of Common Stock of SMI issued and outstanding immediately prior thereto shall cease to exist and shall be changed and converted into 1,800 fully paid and non-assessable shares of the Common Stock, par value \$.001 per share, of the Surviving Company.

5. **Common Stock of the Surviving Company.** On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding and each share of Common Stock of the Surviving Company held in the treasury of the Surviving Company shall remain in the treasury.

6. **Stock Certificates.** On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of either of the Source Entities shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Company into which the shares of the Company represented by such certificates have been converted as herein provided. The registered owner on the books and records of the Surviving Company or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Company or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of the Surviving Company evidenced by such outstanding certificate as above provided.

7. **Representations and Warranties.**

(a) The Surviving Company hereby represents and warrants to each of the Source Entities, the Source Stockholders and the JPL Stockholders that:

- (i) it is a corporation duly organized and existing under the laws of the State of Delaware and is authorized to issue 1,600,000 shares of Common Stock, \$.001 par value per share, of which 180,000 shares are issued and outstanding as of the date hereof;
- (ii) it is duly qualified to conduct business and is in corporate and tax good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification;
- (iii) it has all requisite corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it;
- (iv) it is not in default under or in violation of any provision of its Certificate of Incorporation or By-laws;
- (v) other than the Stock Purchase Agreement by and between it and JPLT (under which it has already issued 20,000 shares of its Common Stock and is obligated to issue an additional 20,000 shares of its Common Stock which have not yet been issued as of the date hereof, and its understanding with JPLT regarding the amendment of such Stock Purchase Agreement to provide for the issuance to JPLT of an additional 120,000 shares of Common Stock), there are no outstanding or authorized options, warrants, rights, agreements or commitments to which it is a party or which are binding upon it providing for the issuance or redemption of any of its capital stock;
- (vi) it has all requisite power and authority to execute and deliver this Agreement and the Stockholders' Rights Agreement and to perform its obligations hereunder and thereunder, and the execution and delivery by it of this Agreement and the Stockholders' Rights Agreement and, subject to the adoption of this Agreement and the approval of the Merger by its stockholders, the consummation by it of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on its part;
- (vii) this Agreement and the Stockholders' Rights Agreement has been duly and validly executed and delivered by it and constitute its

valid and binding obligations, enforceable against it in accordance with its terms; and

- (viii) subject to the filing of the Certificate of Merger as required by the Delaware General Corporation Law and the Articles of Merger as required by the Florida General Corporation Act, neither the execution and delivery by it of this Agreement and the Stockholders' Rights Agreement, nor the consummation by it of the transactions contemplated hereby or thereby, will (1) conflict with or violate any provision of its Certificate of Incorporation or By-laws, (2) require on its part any filing with, or any permit, authorization, consent or approval of, any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority or agency, (3) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party the right to terminate, modify or cancel, or require any notice, consent or waiver under, any material contract or instrument to which it is a party or by which it is bound or to which any of its assets is subject, (4) violate any order, writ, injunction, decree, statute, rule or regulation applicable to it or any of its properties or assets.

(b) STSI, and each of the Source Stockholders with respect to STSI, hereby jointly and severally represents and warrants to the Surviving Company and the JPL Stockholders, that:

- (i) STSI is a corporation duly organized and existing under the laws of the State of Florida and is authorized to issue 119 shares of Common Stock, \$1.00 par value per share, of which 118.518518 shares are issued and outstanding as of the date hereof;
- (ii) STSI is duly qualified to conduct business and is in corporate and tax good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification;
- (iii) STSI has all requisite corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it;
- (iv) STSI is not in default under or in violation of any provision of its Articles of Incorporation or By-laws;

- (v) there are no outstanding or authorized options, warrants, rights, agreements or commitments to which STSI is a party or which are binding upon it providing for the issuance or redemption of any of its capital stock;
- (vi) STSI has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution and delivery by it of this Agreement and, subject to the adoption of this Agreement and the approval of the Merger by its stockholders, the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on its part;
- (vii) this Agreement has been duly and validly executed and delivered by STSI and constitutes its valid and binding obligation, enforceable against it in accordance with its terms; and
- (viii) subject to the filing of the Certificate of Merger as required by the Delaware General Corporation Law and the Articles of Merger as required by the Florida General Corporation Act, neither the execution and delivery by STSI of this Agreement, nor the consummation by it of the transactions contemplated hereby, will (1) conflict with or violate any provision of its Articles of Incorporation or By-laws, (2) require on its part any filing with, or any permit, authorization, consent or approval of, any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority or agency, (3) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party the right to terminate, modify or cancel, or require any notice, consent or waiver under, any material contract or instrument to which it is a party or by which it is bound or to which any of its assets is subject, (4) violate any order, writ, injunction, decree, statute, rule or regulation applicable to it or any of its properties or assets.

(c) SMI, and each of the Source Stockholders with respect to SMI, hereby jointly and severally represents and warrants to the Surviving Company and the JPL Stockholders, that:

- (i) SMI is a corporation duly organized and existing under the laws of the State of Florida and is authorized to issue 7,500 shares of

Common Stock, \$1.00 par value per share, of which 355.555555 shares are issued and outstanding as of the date hereof;

- (ii) SMI is duly qualified to conduct business and is in corporate and tax good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification;
- (iii) SMI has all requisite corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it;
- (iv) SMI is not in default under or in violation of any provision of its Articles of Incorporation or By-laws;
- (v) there are no outstanding or authorized options, warrants, rights, agreements or commitments to which SMI is a party or which are binding upon it providing for the issuance or redemption of any of its capital stock;
- (vi) SMI has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution and delivery by it of this Agreement and, subject to the adoption of this Agreement and the approval of the Merger by its stockholders, the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on its part;
- (vii) this Agreement has been duly and validly executed and delivered by SMI and constitutes its valid and binding obligation, enforceable against it in accordance with its terms; and
- (viii) subject to the filing of the Certificate of Merger as required by the Delaware General Corporation Law and the Articles of Merger as required by the Florida General Corporation Act, neither the execution and delivery by SMI of this Agreement, nor the consummation by it of the transactions contemplated hereby, will (1) conflict with or violate any provision of its Articles of Incorporation or By-laws, (2) require on its part any filing with, or any permit, authorization, consent or approval of, any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency, (3) conflict with, result in a breach of, constitute (with or without due notice or

lapse of time or both) a default under, result in the acceleration of obligations under, create in any party the right to terminate, modify or cancel, or require any notice, consent or waiver under, any material contract or instrument to which it is a party or by which it is bound or to which any of its assets is subject, (4) violate any order, writ, injunction, decree, statute, rule or regulation applicable to it or any of its properties or assets.

8. **Succession.** On the Effective Date, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of each of the Source Entities in the manner of and as more fully set forth in Section 259 of the General Corporation Law of Delaware and Section 607.231 of the Florida General Corporation Act. Without limiting the foregoing, upon the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Source Entities shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of the Source Entities and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Source Entities and the Surviving Company, respectively. All rights of creditors of the Source Entities and all liens upon any property of the Source Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Source Entities shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

9. **Certificate of Incorporation and By-Laws.** Effective upon the Effective Date, the Certificate of Incorporation of the Surviving Company shall be amended and restated in its entirety as set forth in the form of Exhibit A hereto and shall continue to be the Certificate of Incorporation of the Surviving Company until amended in accordance with the provisions thereof and applicable law. The By-Laws of the Surviving Company in effect on the Effective Date shall continue to be the By-Laws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

10. **Directors and Officers.** Effective upon the Effective Date, the members of the Board of Directors and the officers of the Surviving Company shall be as set forth on Exhibit B hereto, and shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

11. **Stockholders= Rights Agreement.** On the date hereof, effective immediately after the Effective Date, and as a material inducement to the Source Stockholders and the JPL Stockholders to enter into this Agreement, the Surviving Company, the Source Stockholders and the JPL Stockholders have executed and delivered a Stockholders' Rights Agreement substantially in the form attached hereto as Exhibit C.

12. **Indemnification.** The Source Stockholders shall jointly and severally indemnify the Surviving Company in respect of, and hold them harmless against, any and all debts, obligations and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), monetary damages, fines, fees, penalties, interest obligations, deficiencies, losses and expenses (including without limitation amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of attorneys, accountants, financial advisors and other experts, and other expenses of litigation) ("Damages") incurred or suffered by the Surviving Company resulting from, relating to or constituting any misrepresentation, breach of warranty or failure to perform any covenant or agreement of the Source Entities or the Source Stockholders contained in this Agreement. The Source Stockholders and the Surviving Company shall jointly and severally indemnify the JPL Stockholders in respect of, and hold them harmless against, any and all Damages incurred or suffered by the JPL Stockholders resulting from, relating to or constituting any misrepresentation, breach of warranty or failure to perform any covenant or agreement of the Source Entities, the Source Stockholders or the Surviving Company contained in this Agreement.. The Surviving Company shall indemnify the Source Stockholders in respect of, and hold them harmless against, any and all Damages incurred or suffered by the Source Stockholders resulting from, relating to or constituting any misrepresentation, breach of warranty or failure to perform any covenant or agreement of the Surviving Company contained in this Agreement.

13. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Source Entities such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of each of the Source Entities are fully authorized in the name and on behalf of each of the Source Entities or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

14. **Abandonment.** At any time prior to the Effective Date, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either of the Source Entities or the Surviving Company, notwithstanding approval of this Agreement and Plan of Merger by the stockholders of the Source Entities or the Surviving Company.

15. **Amendment.** This Agreement and Plan of Merger may be amended by the Boards of Directors of either of the Source Entities and the Surviving Company at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of this Agreement and Plan of Merger by the stockholders of either of the Source Entities or the Surviving Company shall not (1) alter or change the amount or kind of shares, securities, cash,

property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Company to be effected by the Merger or (3) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the holders of any class or series of the stock of such corporation.

16. **Governing Law.** This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware, except to the extent that the laws of the State of Florida are specifically referred to herein.

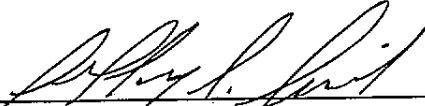
17. **Counterparts.** In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and attested on its behalf by its officers thereunto duly authorized, as of the date first above written.

SURVIVING COMPANY:

JPL AEROSPACE, INC.

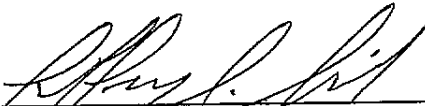
By: 
President

ATTEST:

Secretary 

STSI:

SOURCE TECHNICAL SERVICES, INC.

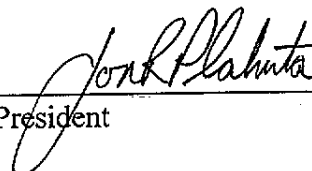
By: 
President

ATTEST:


Secretary 

SMI:

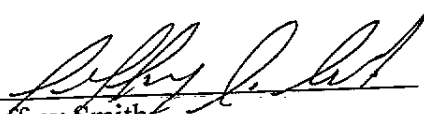
SOURCE MANUFACTURING, INC.

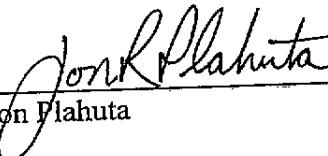
By: 
President

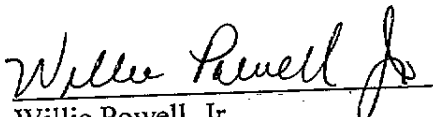
ATTEST:


Secretary 

SOURCE STOCKHOLDERS:


Jeffrey Smith

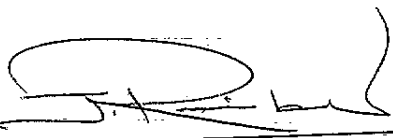

Jon Plahuta


Willie Powell, Jr.


Eric Bienvenu

JPL STOCKHOLDERS:

LONDAVIA, INC.

By: 
President

JPLT INTERNATIONAL CO. LTD.

By: _____
Director

I, Jon R. Plahuta, Secretary of JPL Aerospace, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been duly signed on behalf of said corporation and having been signed on behalf of Source Technical Services, Inc. and Source Manufacturing, Inc., corporations organized and existing under the laws of the State of Florida, was duly submitted to the stockholders of JPL Aerospace, Inc. for their approval by written

12/01/99 01:47 FAX 7385489

SHERRY

04

Secretary

SOURCE STOCKHOLDERS:

Jeffrey Smith

Jon Plahuta

Willie Powell, Jr.

Eric Bienvenu

JPL STOCKHOLDERS:

LONDAVIA, INC.

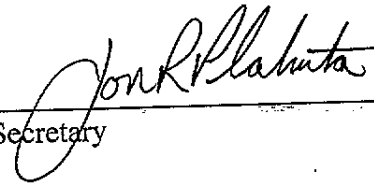
By: _____
President

JPLT INTERNATIONAL CO. LTD.

By: 
Director

consent pursuant to Section 252 of the General Corporation Law of Delaware; and that the Agreement and Plan of Merger was approved by the affirmative vote of stockholders representing at least a majority of the outstanding stock of said corporation entitled to vote thereon.

WITNESS my hand on this 16th day of December, 1999.


Secretary

I, John R. Plante, Secretary of Source Technical Services, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been duly signed on behalf of said corporation and having been signed on behalf of JPL Aerospace, Inc., a corporation organized and existing under the laws of the State of Delaware, and Source Manufacturing, Inc., a corporation organized and existing under the laws of the State of Florida, was duly submitted to the stockholders of Source Technical Services, Inc. for their approval by written consent pursuant to the provisions of the Florida General Corporation Act; and that the Agreement and Plan of Merger was approved by the affirmative vote of stockholders representing at least a majority of the outstanding stock of said corporation entitled to vote thereon.

WITNESS my hand on this 16th day of December, 1999.

John R. Plante
Secretary

I, Jeffrey Smith, Secretary of Source Manufacturing, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been duly signed on behalf of said corporation and having been signed on behalf of JPL Aerospace, Inc., a corporation organized and existing under the laws of the State of Delaware, and Source Technical Services, Inc., a corporation organized and existing under the laws of the State of Florida, was duly submitted to the stockholders of Source Technical Services, Inc. for their approval by written consent pursuant to the provisions of the Florida General Corporation Act; and that the Agreement and Plan of Merger was approved by the affirmative vote of stockholders representing at least a majority of the outstanding stock of said corporation entitled to vote thereon.

WITNESS my hand on this 16th day of December, 1999.

Jeffrey Smith
Secretary

EXHIBIT A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

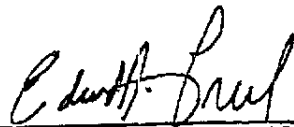
State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE RESTATED CERTIFICATE OF "JPL AEROSPACE, INC.", FILED
IN THIS OFFICE ON THE SIXTEENTH DAY OF DECEMBER, A.D. 1999, AT
4:30 O'CLOCK P.M.




Edward J. Freel, Secretary of State

2956534 8100

991557318

AUTHENTICATION: 0160755

DATE: 12-23-99

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

JPL AEROSPACE, INC.

Pursuant to Section 245
of the Corporation Law of the
State of Delaware

THE UNDERSIGNED, President of JPL Aerospace, Inc., a Delaware corporation (the "Corporation"), acting under Section 245 of the General Corporation Law of the State of Delaware, does hereby certify:

1. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on October 16, 1998 under the name "JPL Aerospace, Inc."

2. This Restated Certificate of Incorporation was proposed and declared advisable by the Board of Directors of the Corporation and was consented to in writing by the Corporation's stockholders as of December 3, 1999 in a Joint Written Consent of Directors and Stockholders, in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

The Corporation's Certificate of Incorporation is hereby restated in its entirety as follows:

FIRST. The name of the Corporation is: Source Companies, Inc.

SECOND. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business or purposes to be conducted or promoted by the Corporation is as follows:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of stock which the Corporation shall have authority to issue is 1,600,000 shares of Common Stock, \$0.001 par value per share.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of Delaware.

FIFTH. The Corporation is to have perpetual existence.

SIXTH. In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of directors need not be by written ballot.
2. The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

SEVENTH. Except to the extent that the General Corporation Law of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

EIGHTH. The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as

an "Indemnatee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnatee in connection with such action, suit or proceeding and any appeal therefrom.

As a condition precedent to his right to be indemnified, the Indemnatee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnatee.

In the event that the Corporation does not assume the defense of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article, the Corporation shall pay in advance of the final disposition of such matter any expenses (including attorneys' fees) incurred by an Indemnatee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom; provided, however, that the payment of such expenses incurred by an Indemnatee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnatee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnatee is not entitled to be indemnified by the Corporation as authorized in this Article, which undertaking shall be accepted without reference to the financial ability of the Indemnatee to make such repayment; and further provided that no such advancement of expenses shall be made if it is determined that (i) the Indemnatee did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, the Indemnatee had reasonable cause to believe his conduct was unlawful.

The Corporation shall not indemnify an Indemnatee seeking indemnification in connection with a proceeding (or part thereof) initiated by such Indemnatee unless the initiation thereof was approved by the Board of Directors of the Corporation. In addition, the Corporation shall not indemnify an Indemnatee to the extent such Indemnatee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnatee and such Indemnatee is subsequently reimbursed from the proceeds of insurance, such Indemnatee shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

All determinations hereunder as to the entitlement of an Indemnitee to indemnification or advancement of expenses shall be made in each instance by (a) a majority vote of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (c) independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation), or (d) a court of competent jurisdiction.

The indemnification rights provided in this Article (i) shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under any law, agreement or vote of stockholders or disinterested directors or otherwise, and (ii) shall inure to the benefit of the heirs, executors and administrators of the Indemnitees. The Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

NINTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

FROM CORPORATION TRUST 302-655-5049

(THU) 12. 23' 99 11:25/ST. 11:24/NO. 4862069078 P 7

EXECUTED by the undersigned on this 16th day of December, 1999.

JPL Aerospace, Inc.

By: /s/ Jeffrey Smith

Jeffrey Smith
President

EXHIBIT B

OFFICERS AND DIRECTORS OF SURVIVING CORPORATION

DIRECTORS

Jeffrey Smith
Jon Plahuta
Willie Powell, Jr.
Eric Bienvenu
Chun Chi Wu
H. Lee Rohde, III

OFFICERS

| <u>Name</u> | <u>Office</u> |
|-------------------|----------------|
| Jeffrey Smith | President |
| Jon Plahuta | Vice President |
| H. Lee Rohde, III | Treasurer |
| Jon Plahuta | Secretary |

EXHIBIT C

STOCKHOLDERS= RIGHTS AGREEMENT