

S.88092

OFFICE USE ONLY (Document #)

LAZARUS CORPORATE FILING SERVICE, INC.

(Requestor's Name)

3320 S.W. 87th AVENUE

(Address)

MIAMI, FLORIDA (305)552-5973

(City, State, Zip) (Phone #)

LOCAL REPRESENTATIVE TALLAHASSEE

200002595262--1
-07/22/98--01053--011
*****35.00 *****35.00

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

200002595262--1
-07/27/98--01001--003
*****35.00 *****35.00

1. WORLD Micro Systems, Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk in ☒ Pick up time 2.00

☐ Mail out ☐ Will wait

☐ Photocopy

☐ Certified Copy

☐ Certificate of Status

FILED
98 JUL 24 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NEW FILINGS	
<input checked="" type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

RECEIVED
98 JUL 22 AM 11:28
*00678, 00561, 0067
35.00
Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

July 23, 1998

Lazarus Corporate Filing Service, Inc.
3320 S.W. 87th Avenue
Miami, FL

SUBJECT: HARDSOFT SOLUTIONS, INC.
Ref. Number: S88092

We have received your document for HARDSOFT SOLUTIONS, INC. and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

There is a balance due of \$35.00. Refer to the attached fee schedule for a breakdown of the fees. Please return a copy of this letter to ensure your money is properly credited.

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.

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

Annette Hogan
Corporate Specialist

Letter Number: 698A00039016

RECEIVED
98 JUL 24 PM 2:33
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

WORLD MICRO SYSTEMS, INC., a Florida corporation, P93000035664

INTO

HARDSOFT SOLUTIONS, INC., a Florida corporation, S88092.

File date: July 24, 1998

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER
OF HARDSOFT SOLUTIONS, INC., AND
WORLD MICRO SYSTEMS, INC.**

Pursuant to the provisions of the Florida Business Corporations Act, the undersigned Corporations have adopted the following Articles of Merger for the purpose of merging World Micro Systems, Inc., into HardSoft Solutions, Inc.:

ONE: The Corporations which are to merge are World Micro Systems, Inc., and HardSoft Solutions, Inc.

TWO: The Surviving Corporations shall be HardSoft Solutions, Inc.

THREE: The Non-Surviving Corporation shall be World Micro Systems, Inc.

FOUR: The terms and conditions of the merger, the manner and basis of conversion of the shares of each of the merging Corporations into shares or obligations of the Surviving Corporation are as set forth in that certain Agreement entered into between the Corporations merging, a true and correct copy of which is attached to these Articles and incorporated herein by reference.

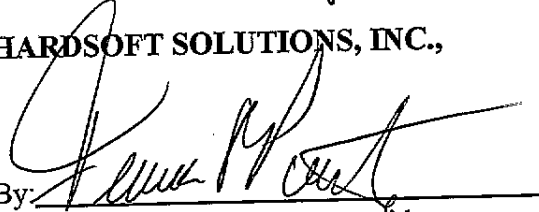
FIVE: The effective date of the merger will be January 9th, 1998, or the date on which these Articles are accepted for filing by the Division of Corporations of the Florida Secretary of State's Office, whichever is the soonest.

DATED at Miami, Dade County, Florida, this 10th day of July, 1998.

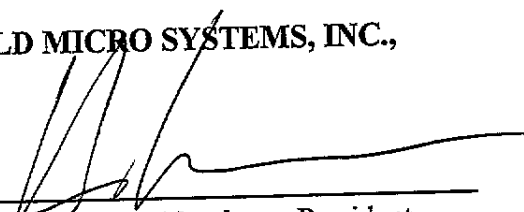
Date of adoption of merger
01/9/98

by the shareholders and
the numbers of votes cast
for the merger was sufficient
for approval.

HARDSOFT SOLUTIONS, INC.,

By: 
Frank R. Puentes, President

WORLD MICRO SYSTEMS, INC.,

By: 
Humberto Abraham, President

FILED
98 JUL 21 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT OF MERGER

THIS AGREEMENT is made and entered into by and between **HardSoft Solutions, Inc.**, a Florida corporation, having its principal offices at 8950 NW 27th Street, Miami, Florida 33172 (hereafter referred to as "HardSoft"), and **World Micro Systems, Inc.**, a Florida corporation, having its principal offices at 8950 NW 27th Street, Miami, Florida 33172 (hereafter referred to as "World");

RECITALS

- A. HardSoft is a corporation organized and existing under the laws of the State of Florida, and the total number of shares which HardSoft is authorized to issue is Six Hundred (600) Shares, all of which are shares of Common Stock, with a par value of One Dollar (\$1.00); and
- B. World is a corporation organized and existing under the laws of the State of Florida, and the total number of shares which World is authorized to issue is One Hundred (100) Shares, all of which are shares of Common Stock, with a par value of One and No/100 Dollar (\$1.00) and all of which are issued and are held by Humberto Abraham; and
- C. Neither HardSoft nor World are authorized to issue any other shares of any other class, other than the shares of Common Stock mentioned above; and
- D. The Board of Directors of HardSoft, and the sole Director and shareholder of World have each considered a plan of merger; each deems it desirable and in the best interests of the respective Corporations and their shareholders that World be merged into HardSoft; and
- E. The Board of Directors of HardSoft will recommend, and the Shareholders of HardSoft will be asked to approve, an increment in the number of authorized shares of the Common Stock of the Corporation, One Dollar (\$1.00) par value, from the present Six Hundred (600) Shares to One Thousand, Two Hundred (1200) Shares;

For the reasons set forth above, and in consideration of the mutual covenants, promises and obligations of the parties to this Agreement, the constituent Corporations agree, pursuant to the Florida Business Corporations Act, that World shall be merged into HardSoft as a single corporation; and the parties agree to, and prescribe the terms and conditions of the merger, the method of carrying it into effect, and consummating the merger.

ARTICLE 1

HARDSOFT SOLUTIONS, INC. TO BE THE SURVIVING CORPORATION

- 1.1 World shall be merged into HardSoft, and the corporate existence of World shall cease, and HardSoft shall continue under its present name HardSoft Solutions, Inc., and HardSoft shall become the owner, without further transfer or conveyance, of all of the rights and property of the constituent Corporations, and HardSoft shall become subject to all debts, liabilities and obligations of the constituent Corporations, in the same manner, and to the same extent as if HardSoft had itself incurred them.
- 1.2 HardSoft Solutions, Inc., after the merger, shall be hereafter referred to as the Surviving

Corporation.

ARTICLE 2

PRINCIPAL OFFICE AFTER MERGER

- 2.1 The principal offices of HardSoft as the Surviving Corporation shall remain at 8950 NW 27th Street, Miami, Florida 33172 after the merger.

ARTICLE 3

OBJECT AND PURPOSES

- 3.1 The nature of the business proposed to be carried on by HardSoft following the merger as the Surviving Corporation shall be any and all business which may be lawfully carried on by profit corporations under the Florida Business Corporation Act, and under the law of the United States.

ARTICLE 4

ARTICLES OF INCORPORATION

- 4.1 The Articles of Incorporation of HardSoft, as amended, shall be, after the effective date of the merger, the Articles of Incorporation of the Surviving Corporation.

ARTICLE 5

BYLAWS

- 5.1 The Bylaws of HardSoft, as they are currently in effect, insofar as they are not inconsistent with the terms and provisions of this Agreement, shall be the Bylaws of the Surviving Corporation following the merger until altered, amended or repealed as provided therein.

ARTICLE 6

NAMES OF DIRECTORS

- 6.1 The names of the persons who shall constitute the Board of Directors of HardSoft as the Surviving Corporation following the merger and who shall hold office until the first annual meeting of the shareholders of HardSoft next following the merger, are as follows: Jesus Rolando Puentes and Frank R. Puentes.

ARTICLE 7

METHOD OF CONVERTING SHARES

- 7.1 As of the Effective Date as defined below, the shares of the constituent Corporations shall, without any other action on the part of the holders thereof, become and be converted into shares of stock of the Surviving Corporation as follows:
- 7.2 The holder of One Share of the Common Stock of World shall be entitled to 0.60 Shares of the Common Stock of the Surviving Corporation; and

- 7.3 The holder of One Share of the Common Stock of HardSoft prior to the Effective Date, shall be entitled to Eight and 1.90 Shares of the Common Stock of the Surviving Corporation.

ARTICLE 8

WARRANTIES OF BOTH HARDSOFT AND OF WORLD

As additional consideration to each constituent Corporation, and to their respective shareholders, as inducement for them to execute this Agreement and to effect the merger contemplated herein, HardSoft and World each makes the following representations to one another, each of which is true, shall be true as of the Effective Date, and shall survive the consummation of the merger contemplated herein:

- 8.1 Neither of the constituent Corporations has any authorized shares other than as set forth in the Recitals which are part of this Agreement.
- 8.2 The shares of the constituent Corporations are free and clear of any liens or encumbrances; are not now pledged or hypothecated, and do not constitute collateral for any obligation.
- 8.3 Neither of the constituent Corporations has utilized any seminar-type meeting, the United States' Postal Service, the telephone, newspapers, magazines, trade publications, radio, television electronic mail or any other type of communication medium in connection with advertising the sale of its shares, solicitation of offers to purchase shares, or in furtherance of any plan of offer and sale of its shares within Florida or in interstate commerce.
- 8.4 Neither of the constituent Corporations has entered into a contract or understanding with any person, corporation or other business association with respect to finding a purchaser or purchasers for its shares.
- 8.5 The execution of this Agreement, and the consummation of the plan of merger contemplated herein do not, and will not constitute a default or other violation under any written agreement or verbal understanding to which either of the constituent Corporations is a party.
- 8.6 Neither of the constituent Corporations owns securities in any other corporation, and is not a principal in any limited liability company, partnership, limited partnership or other business association.
- 8.7 Neither of the constituent Corporations has ever had more than thirty five (35) shareholders.
- 8.8 The balance sheets, profit and loss statements, income statements, statements of condition, tax returns, and financial books and records of each of the constituent Corporations has been prepared, compiled and maintained in accordance with generally accepted accounting principles, consistently applied throughout, fairly and accurately portrays the results of operations during each of the periods covered by them; do not contain any untrue statements; and do not omit any material fact needed in order not to make said statements misleading.
- 8.9 All licenses and permits issued to each of the constituent Corporations in the ordinary course of its business is presently active and in good standing.
- 8.10 Each of the constituent Corporations has filed all returns, and has paid, before they became

due, any and all Federal and Florida taxes, including without exclusion or limitation, payroll withholding taxes, FICA, income taxes, sales, intangible and personal property taxes.

- 8.11 Neither of the constituent Corporations has retained the services of, or dealt with any person or entity as a broker, salesperson or finder with respect to the identification of the business opportunity; bringing the parties together or negotiating this Agreement, and that therefore, no person or entity is entitled to any commission or compensation as a result of brokering this business transaction.

ARTICLE 9

DIVIDENDS PRIOR TO MERGER

- 9.1 Until the Effective Date as set forth below, or until the merger is abandoned, the constituent Corporations shall not authorize or pay any dividends on any of its respective shares.

ARTICLE 10

EXTRAORDINARY TRANSACTIONS

- 10.1 Neither constituent Corporation shall, prior to the Effective Date, engage in any activity or transaction, other than in the ordinary course of its business, except as may be expressly agreed to by the other in writing.
- 10.2 Each constituent Corporation shall use all reasonable efforts to insure that its business shall be conducted diligently and in its ordinary course, without substantial changes in the manner in which it was conducted prior to the date this Agreement is executed.

ARTICLE 11


SUBMISSION TO SHAREHOLDERS

- 11.1 This Agreement shall be submitted to the shareholders of the constituent Corporations, and if the votes of stockholders of both World and of HardSoft representing a two-thirds (2/3) majority of the total number of shares of the Common Stock of each of the constituent Corporations shall be in favor of the adoption of the plan of merger in this Agreement, it shall, subject to the provisions of Article 12 below, take effect as the agreement of merger of the constituent Corporations on the date on which Articles of Merger are accepted for filing by the Division of Corporations of the Florida Secretary of State.
- 11.2 The merger shall be contingent upon approval for the plan contained herein by the shareholders of each of the constituent Corporations which are parties hereto.

ARTICLE 12

ABANDONMENT OF MERGER

- 12.1 Anything to the contrary herein notwithstanding, if the Board of Directors of HardSoft, or the Board of Directors of World should determine, either before or after the meeting of the shareholders of the respective Corporations called to vote upon the adoption or rejection of

FRP 

this Agreement of merger, that for any legal, financial, economic or business reason deemed sufficient by such board it is no longer in the best interest of the Corporation it represents, or those of the shareholders of such Corporation, or is otherwise inadvisable or impracticable to consummate the merger as intended, then such board of directors may abandon the merger by serving notice upon the other Corporation of such election.

ARTICLE 13

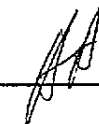
EXPENSES OF MERGER

- 13.1 HardSoft, as the Surviving Corporation, shall pay all of the expenses of accomplishing the merger, including, without exclusion or limitation, the expenses of each of the constituent Corporations incurred in connection with the negotiation and execution of this Agreement, preparations for carrying the merger into effect, and the consummation of the same.

ARTICLE 14

MISCELLANEOUS CLAUSES

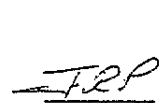

- 14.1 Entire Agreement: Each of the parties understands and agrees that this instrument embodies the entire agreement of the parties, and supersedes any prior understandings and agreements on the subjects covered by it. There are no representations, covenants or understandings other than as set forth herein. Any such representations, covenants or understandings, not reflected herein, have been intentionally omitted.
- 14.2 Authorship: Each of the parties covenants that this Agreement has been prepared and written with the active participation of all parties, after intense negotiation and that therefore this Agreement should not be construed or interpreted more favorably for or against any party as a result of one attorney having printed the final instrument.
- 14.3 Binding Effect: All benefits acquired shall inure to, and all obligations undertaken shall bind, the parties, and the parties' heirs at law, devisees, personal representatives, successors and assigns.
- 14.4 Time is of the Essence: Time is of the essence as to every term, covenant and obligation contained in this Agreement.
- 14.5 Modification and Waiver:
- 14.5.0.0.1 Any amendment, modification or waiver of any term or covenant contained in this Agreement, shall be deemed to have been made, and shall be effective and binding, only if reduced to writing and executed with the same formalities as this instrument.
- 14.5.0.0.2 The failure by any party to insist, in one or more than one instance, upon strict and timely performance of any term, condition, stipulation or provision of this Agreement, shall not be deemed to have been made, in any instance, unless

FRP 

COPY

specifically expressed, in writing, as an amendment to this Agreement.

- 14.5.0.0.3 Any failure to act on the part of any party hereto, with respect to another party's failure to abide by, and comply with this Agreement, if deemed a waiver by a court of competent jurisdiction, shall be limited to the particular breach or failure, and shall not operate, or be construed as a waiver of any future failure, or as a waiver as to continuing breaches of the same or similar nature.
- 14.6 Cumulative Rights: The rights of the parties acquired by virtue of this Agreement shall be cumulative, and the failure on the part of any party to properly exercise any such acquired rights shall not operate as, or be deemed a forfeiture of the said rights.
- 14.7 Partial Invalidity: If any term or provision contained in this Agreement is held to be void, voidable or otherwise unenforceable, such determination shall not affect the other provisions hereof, and all other terms and provisions shall nevertheless continue to be in full force and effect, and shall continue to be binding upon the parties in all respects, as if such void, voidable or otherwise unenforceable provisions had been omitted from this Agreement.
- 14.8 No Assignment: The benefits and obligations acquired by the parties by virtue of this Agreement may not be assigned or delegated without the express written consent of all other parties.
- 14.9 Further Assurances: Each party hereto agrees to perform any further acts, and to execute, acknowledge and deliver any further documents which may be reasonably necessary in order to carry out the provisions of this Agreement.
- 14.10 Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.
- 14.11 Attorneys' Fees and Costs: The parties agree that, in the event an action is filed for the construction or interpretation of this Agreement, to enforce its terms, or for damages as a result of a breach hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs incurred in defending or prosecuting the action and all appeals.
- 14.12 Headings and Captions: The headings and captions found throughout this Agreement have been included for convenience and ease of reading only, and are not to be construed as defining, expanding, or limiting its language.
- 14.13 Gender and Number: The use of the masculine gender shall include the feminine and, conversely, the use of the feminine gender shall include the masculine. Likewise, the use of the singular number shall include the plural, and vice versa.
- 14.14 Time Computation: The term "day" as used in this Agreement means a work day, commencing at 9:00 a.m. (0900 hrs.), and ending at 5:00 p.m. (1700 hrs.). The term "week" as used in this Agreement, means a work week, starting Monday at 9:00 a.m. (0900 hrs.), and ending Friday at 5:00 p.m. (1700 hrs.). The term "close-of-business" as used in this Agreement means 5:00 p.m. (1700 hrs.).

COPY

- 14.15 Counterparts: This Agreement may be executed in several counterparts, all of which, taken together, shall constitute one agreement, but each of which shall be considered an original. Any one of the counterparts may be offered into evidence, or used for any purpose, without the production of the others.
- 14.16 Materiality: The term "material" as that term may be used anywhere in this Agreement shall have the meaning given to the term in the United States' Statutes dealing with the interstate issuance and trading of stock, bonds and other securities.
- 14.17 Accounting principles: The term "generally accepted accounting principles" as that term may be used anywhere in this Agreement shall mean such principles, applied on a consistent basis, as adopted in the Opinions of the Accounting Principles Board of the American Institute of Certified Public Accounts, or those adopted in the Statements of the Financial Accounting Standards Board which are applicable in the circumstances, and for the periods in question. The term "consistently applied" shall mean that accounting principles observed in the current period are comparable, in all material respects, to those applied in the preceding period, except as deviations may be permitted under those generally accepted accounting principles.
- 14.18 Effective Date: The date of this Agreement, for all purposes, shall be the date on which the last one of the parties shall have executed this instrument. The term "Effective Date" as used anywhere in this Agreement shall be deemed to mean the date on which Articles of Merger are accepted for filing by the Division of Corporations of the Florida Secretary of State.

Witnesses as to HardSoft Solutions, Inc.:

MAURICIO MAGALHÃES

(Please print the name of the witness above the line)

JESUS R. PUENTES

(Please print the name of the witness above the line)

Witnesses as to World Micro Systems, Inc.:

MAURICIO MAGALHÃES

(Please print the name of the witness above the line)

JESUS R. PUENTES

(Please print the name of the witness above the line)

Date: 10-21-97

HARDSOFT SOLUTIONS, INC.,

By: FRANK R. PUENTES

(Please print the name of the officer signing)

PRESIDENT

Date: 10-20-97

WORLD MICRO SYSTEMS, INC.,

By: HUMBERTO ABRAHAM

(Please print the name of the officer signing)

PRESIDENT