

L27636

LAW OFFICE
MICHAEL H. MALE

PROFESSIONAL ASSOCIATION

SUITE 303

3250 MARY STREET
MIAMI, FLORIDA 33133

TELEPHONE (305) 443-5600

TELECOPIER (305) 443-6624

February 4, 1997

PLEASE REFER
TO FILE NO.

FEDERAL EXPRESS

800002089878--1
-02/17/97--01143--010
*****35.00 *****35.00

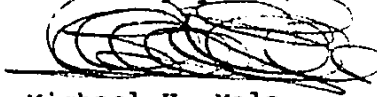
Secretary of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Re: Articles of Merger

Dear Sir:

Enclosed please find original of the Articles of Merger of ICATECH Corporation and Empresa Controladora S.A. de C.V. together with our check in the sum of \$87.50 to cover the cost of filing and a certified copy.

Sincerely yours,



Michael H. Male

MHM/ow
Enclosures

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-02/05/97--01090--006
*****87.50 *****87.50

merger
TLL FFR 1 4 1997

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 FEB 14 PM 3:59

LAW OFFICES

MICHAEL H. MALE

PROFESSIONAL ASSOCIATION

SUITE 303

3250 MARY STREET

MIAMI, FLORIDA 33133

TELEPHONE (305) 443-5600

TELECOPIER (305) 443-6624

February 13, 1997

PLEASE REFER
TO FILE NO.

Federal Express

Ms. Thelma Lewis
Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: Articles of Merger of ICATECH Corporation

Dear Ms. Lewis:

I received your letter* regarding the shortage in the filing fees for the above referenced merger, and have enclosed a check for \$35.00 herewith to cover the shortage.

Since the filing of this document has already been delayed, I wonder if you could process this as soon as possible to avoid further delay, if possible. Please call us collect when the document has been filed. Any help you can give us in this regard will be greatly appreciated.

Sincerely yours,



Michael H. Male

MHM/ow
Enclosures

* copy attached



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 11, 1997

MICHAEL A. MALE, ESQ.
SUITE 303
3250 MARY STREET
MIAMI, FL 33133

SUBJECT: ICATECH CORPORATION
Ref. Number: L27636

We have received your document for ICATECH CORPORATION and your check(s) totaling \$87.50. However, the document has not been filed and is being retained in this office for the following:

The fee to file articles of merger is \$35 per party to the merger. Please add an additional \$52.50 for each certified copy requested.

There is a balance due of \$35.00.

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 (904) 487-6905.

Thelma Lewis
Corporate Specialist Supervisor

Letter Number: 497A00007136

ARTICLES OF MERGER
Merger Sheet

MERGING:

**EMPRESA CONTROLADORA, S.A. DE C.V., a Mexican corporation, not
authorized to transact business in Florida**

INTO

ICATECH CORPORATION, a Florida corporation, L27636

File date: February 14, 1997

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER OF
ICATECH CORPORATION
AND
EMPRESA CONTROLADORA, S.A. de C.V.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 FEB 14 PM 3:59

To: Department of State
Corporation Division
State Capitol Building
Tallahassee, FL 32304

THE UNDERSIGNED corporations have adopted and Agreement of Merger and hereby adopt these Articles of Merger. The name of the surviving corporation is ICATECH Corporation.

EFFECTIVE DATE

The Merger of the undersigned corporations will become effective on the date these Articles are filed by the Department of State.

ADOPTION OF AGREEMENT

The shareholders of ICATECH Corporation adopted the Plan of Merger on January 27, 1997 by written consent given in accordance with Section 607.074 of the Florida Business Corporation Act, and by the shareholders of Empresa Controladora, S.A. de C.V. on January 27, 1997, by consent of its shareholders in accordance with Mexican law.

A copy of the entire Agreement and Plan of Merger is attached hereto as an Exhibit.

DATED, January 27, 1997.

ICATECH CORPORATION

BY: 

ALFONSO ESPELETA B.
President

EMPRESA CONTROLADORA S.A. de C.V.

BY: 

MANUEL SALVOCH ONCINS
Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 27 day of January, 1997, by and between ICATECH Corporation, a Florida corporation ("ICATECH"), and EMPRESA CONTROLADORA S.A. DE C.V., a Mexican corporation ("E.C.").

W I T N E S S E T H:

WHEREAS, ICATECH is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, E.C. is a corporation duly organized and existing under the laws of the Republic of Mexico; and

WHEREAS, ICATECH has an authorized capitalization consisting of 10,000 shares of Common Stock, \$1.00 par value ("Common Stock") per share, of which 89 shares were issued and outstanding as of the date hereof; and

WHEREAS, E.C. has 1,039,720,350 shares of Common Stock, \$.10 Mexican pesos face value per share ("E.C. Stock"), issued and outstanding as of the date hereof; and

WHEREAS, the respective Boards of Directors of the ICATECH and E.C. deem it advisable and in the best interests of their respective corporations that E.C. merge with and into the ICATECH, upon the terms and conditions set forth in this Agreement and Plan of Merger (the "Agreement") and pursuant to the applicable laws of the State of Florida; that 16,107,209.14 shares of E.C. Stock be exchanged for one share of ICATECH's stock, and that ICATECH

purchase all fractional shares created as a result of the foregoing Merger; and

WHEREAS, the respective Boards of Directors have, by resolutions duly adopted, approved this Agreement and have directed that the Agreement be submitted to the shareholders of the ICATECH and E.C. for approval and adoption in any manner permitted under applicable Florida law;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereof, the parties hereto agree as follows

1. Merger; Fractional Shares.

1.1 Upon the Effective Date (as hereinafter defined in Section 2.3), E.C. shall be merged with and into ICATECH, which shall be the surviving corporation (sometimes called the "Surviving Corporation"), and ICATECH, on such date, shall merge E.C. into itself in accordance with the terms hereof and the applicable laws of the State of Florida. The corporate existence of ICATECH, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and, as the Surviving Corporation, it shall carry on the business of ICATECH and shall be governed by the laws of the State of Florida. The separate existence and corporate organization of E.C. shall cease upon the Effective Date, and thereupon, ICATECH and E.C. shall be a single corporation.

1.2 Immediately upon the Effective Date, ICATECH, as the Surviving Corporation, shall possess all of the rights,

privileges, immunities, franchises, powers and purposes of each of the merging corporations; all property, real, personal, and mixed, all debts due on whatever account, including subscriptions to shares, all other chosen in action, and all and every other interest of or belonging to or due to each of the merged corporations, shall vest in ICATECH, as the Surviving Corporation, without further act or deed; and ICATECH, as the Surviving Corporation, shall be responsible and liable for all the liabilities and obligations of each of the merged corporations, all in accordance with, and with the effect stated in the Florida Business Corporation Law ("FBCL"), Chapter 607 of the Florida Statutes (1995).

1.3 Upon the Effective Date, the shares of stock of E.C. shall be converted into shares of ICATECH or exchanged as follows:

1.3.1 As of the Effective Date 16,107,209.14 5,675,446.70 shares of Common Stock of E.C. then authorized, issued and outstanding shall, without any further action required on the part of E.C. or its shareholders, be converted into one (1) share of ICATECH's capital stock. Except for shareholders entitled to at least one New Share, no fractions of an ICATECH share shall be issued to holders of record of E.C. shares at 12:00 noon January 26, 1997 who would otherwise be entitled thereto as a result of such conversion, but in lieu thereof ICATECH shall arrange for

the disposition of such fractions of an ICATECH share to E.C. shareholders by paying in cash to such E.C. shareholders, upon surrender of the certificate or certificates representing their E.C. shares, US\$0.02 per E.C. share, without interest thereon. Subsequent to the Effective Date (a) each E.C. shareholder of record at 12:00 Noon January 26, 1997 shall surrender the certificate or certificates representing such holder's E.C. shares as a condition to distribution of any cash payable for such holder's fractional interests in ICATECH shares, and, in the case of the holder of one or more ICATECH shares, in exchange for one or more certificates representing the number of ICATECH shares and fractions thereof into which such E.C. shares have been converted; and (b) only certificates for the ICATECH shares shall be transferable upon the books of ICATECH.

1.3.2 Each share of Common Stock held in E.C.'s treasury on the Effective Date shall be cancelled.

2. Shareholder Approval; Filing Date; Effective Date.

2.1 At the earliest practicable date, ICATECH shall either (a) call a meeting of its shareholders to consider and vote upon the approval of this Agreement, or (b) obtain the approval of its shareholders by means of a consent in writing. In the former case, the affirmative vote of 100% of the holders of common stock entitled to vote at such meeting shall be required for approval. In the latter case, the written

consent must be signed by holders of 100% of common stock entitled to vote at a meeting were such a meeting to be held.

2.2 This Agreement shall require approval by the affirmative vote of the holders of 100% of the outstanding shares of E.C. stock at a meeting of E.C. shareholders duly called in accordance with the Mexican law or by a shareholders' consent in writing, if permitted by applicable Mexican law, and shall otherwise comply with applicable Mexican law. In the case of a shareholders' consent in writing, the written consent must be signed by holders of 100% of E.C. stock entitled to vote at a meeting were such a meeting to be held.

2.3 If the Agreement shall have been approved by the shareholders of ICATECH and E.C. in accordance with Sections 2.1 and 2.2 hereof, then the appropriate officers of ICATECH and E.C. shall sign and acknowledge Articles of Merger and, as promptly as is practicable shall deliver such Articles of Merger to the Department of State of Florida to be filed. The date on which the Articles of Merger are delivered for filing to the Department of State of Florida is herein called the "Filing Date," and the date on which the Articles of Merger are actually filed by the Department of State of Florida is hereby referred to as the "Effective Date."

3. Articles of Incorporation; By-Laws; Board of Directors; Officers.

3.1 The Articles of Incorporation and By-Laws of

ICATECH, as in effect on the Effective Date, shall remain the Articles of Incorporation and By-laws of the Surviving Corporation, until the same shall be altered or amended in accordance with the provisions thereof and the laws of the State of Florida. The amendments set forth in the subsections below shall take effect on the Effective Date.

3.2 The Directors of ICATECH on the Effective Date shall become the directors of the Surviving Corporation and shall hold office from the Effective Date until their successors shall have been duly elected and qualified, in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

3.3 The officers of ICATECH on the Effective Date shall become the officers of the Surviving Corporation and shall hold office from the Effective Date until their successors shall have been duly elected and qualified, in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

4. Amendment.

4.1 This Agreement may be amended by ICATECH and E.C., in any way as may be authorized by the respective Boards of Directors of ICATECH and E.C., except that after approval of this Agreement by the requisite shareholders, any amendment which, in the judgement of the Board of Directors of ICATECH, adversely affects the rights of the holders of ICATECH's Common Stock (other than a termination of this Agreement)

shall be approved by ICATECH's shareholders, in any manner permissible under Florida law.

5. Miscellaneous.

5.1 All costs and expenses of ICATECH and of E.C. incident to preparing, entering into and carrying out this Agreement and consummating the Merger, including, without limitation, fees and expenses of counsel, costs of printing and mailing any information materials or other materials to be prepared and furnished in connection with the Merger, shall be borne by ICATECH.

6.2 This Agreement supersedes all prior agreements between the parties, whether written or oral, is intended as a complete and exclusive statement of the terms of the Merger between the parties, may not be changed or terminated orally, and shall be governed by Florida law. The headings contained in this Agreement are for purposes of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, ICATECH and E.C., pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have each caused this Agreement to be executed




by its President and its corporate seal (when applicable) to be affixed hereto and attached by its Secretary or one of its Assistant Secretaries.

ICATECH CORPORATION

(CORPORATE SEAL)

BY: 
ALFONSO ESPELETA B., President

EMPRESA CONTROLADORA, S.A. de C.V.

BY: 
MANUEL SALVOCH ONCINS
Vice President

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