

191813

ARTICLES OF MERGER
Merger Sheet

MERGING:

SUNNY ISLES CORPORATION, an Ohio corporation, 810456

INTO

LAYNE, INC. OF FLORIDA, a Florida corporation, 191813

File date: December 19, 1996

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 122.50

1201 HAYS STREET
TALLAHASSEE, FL 32301-2607
904-222-9171
904-222-0393 FAX

800-342-8086



191813

ACCOUNT NO. : 072100000032

REFERENCE : 195967 81453A

AUTHORIZATION : Patricia Pijut

COST LIMIT : \$ 122.50

ORDER DATE : December 19, 1996

ORDER TIME : 3:07 PM

ORDER NO. : 195967-005

200002034462--6

CUSTOMER NO: 81453A

CUSTOMER: Peter B. Tiernan, Esq
Crouch & Miner, P.a.
Suite 206
1001 N. Federal Highway
Hallandale, FL 33009

ARTICLES OF MERGER

SUNNY ISLES CORPORATION

INTO

LAYNE, INC. OF FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS:

12/20
Lori
merger
CC

FILED
96 DEC 19 PM 4:28
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF MERGER

Pursuant to the provisions of §607.1105, Florida Statutes, the following Articles of Merger are submitted for the purpose of merging SUNNY ISLES CORPORATION into LAYNE, INC. OF FLORIDA.

FILED
96 DEC 19 PM 4:28
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE I.

The plan of merger is as set forth in the "Agreement and Plan of Merger" between the parties, a copy of which is attached hereto.

ARTICLE II.

The date of adoption of the plan of merger by the shareholder of SUNNY ISLES CORPORATION was December 16, 1996. The date of adoption of the plan of merger by the shareholder of LAYNE, INC. OF FLORIDA was also December 16, 1996.

ARTICLE III.

This merger shall be effective as of the filing date of these Articles of Merger.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 18 day of December, 1996

LAYNE, INC. OF FLORIDA

By:

Richard Lundgren
RICHARD LUNDGREN, President

SUNNY ISLES CORPORATION

By:

Richard Lundgren
RICHARD LUNDGREN, President

STATE OF FLORIDA

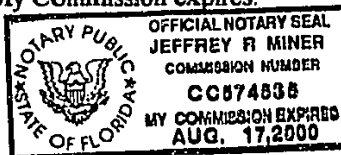
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of December, by
RICHARD LUNDGREN, as President of LAYNE, INC. OF FLORIDA. He [☒] is personally
known to me or [☐] produced _____ as identification.


NOTARY PUBLIC

Print Name Jeffrey R. Miner

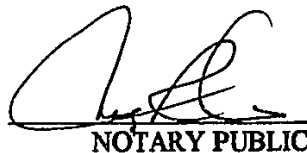
My Commission expires:



STATE OF FLORIDA

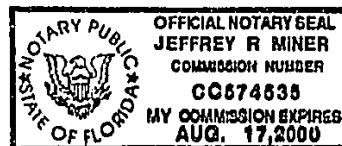
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of December, by
RICHARD LUNDGREN, as President of SUNNY ISLES CORPORATION. He [☐] is
personally known to me or [☐] produced _____ as
identification.


NOTARY PUBLIC

Print Name Jeffrey R. Miner

My Commission expires:



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT OF MERGER dated December 18th, 1996 by and between LAYNE, INC. OF FLORIDA, (hereinafter referred to as "LAYNE"), and SUNNY ISLES CORPORATION, (hereinafter referred to as "SUNNY ISLES").

WITNESSETH:

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

WHEREAS, SUNNY ISLES is a corporation duly organized and existing under the laws of the State of Ohio; and

WHEREAS, LAYNE, and SUNNY ISLES have agreed that SUNNY ISLES shall merge into LAYNE upon the terms and conditions and in the manner set forth in this agreement and in accordance with the applicable laws of the State of Florida;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this agreement and in order to consummate the transactions described above, LAYNE and SUNNY ISLES, the constituent corporations to this agreement, agree as follows:

1. LAYNE and SUNNY ISLES agree that SUNNY ISLES shall be merged into LAYNE, as a single corporation, upon the terms and conditions of this agreement and that LAYNE shall continue under the laws of the State of Florida as the surviving corporation (the "surviving corporation"), and they further agree as follows:

a. The name, purposes, number of directors and the capital stock of the surviving corporation

shall be as appears in the Articles of Incorporation of LAYNE as on file with the office of the Secretary of State of the State of Florida on the date of this agreement. The terms and provisions of the Articles of Incorporation are incorporated in this agreement. From and after the effective date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

b. The street address of the registered office of the surviving corporation shall be at 1001 N. Federal Highway, Hallandale, Florida 33009, and the name of the registered agent of the surviving corporation at that address shall be S. LEE CROUCH.

c. The by-laws of LAYNE in effect on the effective date shall be the by-laws of the surviving corporation until they shall be altered, amended or repealed or until new bylaws are adopted as provided in said by-laws.

d. The persons who upon the effective date of the merger shall constitute the Board of Directors of the surviving corporation shall be the persons constituting the Board of Directors of LAYNE on the effective date. If on the effective date of the merger any vacancy exists on the Board of Directors of the surviving corporation, that vacancy may be filled in the manner provided in the by-laws of the surviving corporation.

e. The persons who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of LAYNE on the effective date.

2. This agreement shall be submitted to the shareholders of LAYNE and SUNNY ISLES (The "constituent corporations") for their consideration at a meeting of shareholders in accordance with Sec. 607.1103 of the Florida Business Corporation Act on December 16, 1996, and, if it is

adopted and approved in accordance with the laws of Florida, as promptly as practicable thereafter, the fact that this agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of SUNNY ISLES into LAYNE shall become effective as of the filing date of the aforementioned articles of merger, which shall herein be called the effective date.

3. As of the effective date the separate existence of SUNNY ISLES shall cease and SUNNY ISLES shall be merged into the surviving corporation in accordance with this agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations so merged, and ~~all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituent corporations;~~ and all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the state of Florida, or any other state where real property may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent

corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of SUNNY ISLES shall be as follows:

a. On the effective date each share of common stock, no par value, (SUNNY ISLES stock) issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of common stock, shall be converted into and exchanged for Three Hundred shares (300) of one cent (\$.01) par value common stock of LAYNE (LAYNE stock).

B. Each issued and outstanding share of LAYNE, one cent (\$.01) par value common stock, of LAYNE (LAYNE stock) shall continue as one share of one cent (\$.01) par value common stock, of the surviving corporation.

5. As soon as practicable after the effective date, LAYNE shall issue and deliver, in accordance with this paragraph 5, to H.B. LAYNE, CONTRACTOR, INC., the sole shareholder of SUNNY ISLES, a certificate for the number of shares of LAYNE stock to which it shall become entitled under this agreement. After the effective date of the merger, the sole shareholder of SUNNY ISLES may surrender its certificate or certificates previously representing SUNNY ISLES stock to LAYNE, and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of LAYNE stock into which those shares of Sunny stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the

merger, represented shares of Sunny stock shall be deemed for all corporate purposes to evidence ownership of the respective shares of LAYNE stock into which they shall have been converted.

6. All shares of LAYNE stock for and into which shares of SUNNY ISLES stock shall have been converted and exchanged pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of SUNNY ISLES stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the LAYNE stock for and into which their shares of SUNNY stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders may have as dissenting shareholders.

7. LAYNE and SUNNY ISLES shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

8. Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges and franchises of SUNNY ISLES, the officers and directors of the constituent corporation shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm

to the surviving corporation title to and possession of all the properties, assets, privileges and franchises, and otherwise to carry out the purposes of this agreement.

9. The Board of Directors of each of the constituent corporations shall have the power in its discretion to abandon the merger provided for herein prior to the filing of this agreement.

10. This agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this agreement.

11. This agreement is made pursuant to and shall be considered under the laws of the State of Florida. It shall inure to the benefit of and be binding upon LAYNE and SUNNY ISLES, and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this agreement.

12. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the constituent corporations have caused their respective corporate names to be signed hereto, by their respective presidents, thereunto duly authorized by the respective Board of Directors and shareholders of the constituent corporations.

LAYNE, INC. OF FLORIDA

By: Richard Lundgren
RICHARD LUNDGREN, President

SUNNY ISLES CORPORATION

By: Richard Lundgren
RICHARD LUNDGREN, President

STATE OF FLORIDA

COUNTY OF BROWARD

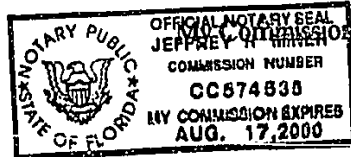
The foregoing instrument was acknowledged before me this 18th day of December, by
RICHARD LUNDGREN, as President of LAYNE, INC. OF FLORIDA. He [☒] is personally
known to me or [] produced _____ as
identification.


NOTARY PUBLIC

Print Name Jeffrey R. Miner

STATE OF FLORIDA

COUNTY OF BROWARD



My Commission expires:

The foregoing instrument was acknowledged before me this 18th day of December, by
RICHARD LUNDGREN, as President of SUNNY ISLES CORPORATION. He [☒] is personally
known to me or [] produced _____ as
identification.


NOTARY PUBLIC

Print Name Jeffrey R. Miner

My Commission expires:

