329827

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Merger

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DIVISION OF CORPORATIONS
07 OCT -1 PM 3:12

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: STOLLER USA, INC.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

PETER WORKIN
(Contact Person)

Peter Workin, Attorney At Law
(Firm/Company)

7500 San Felipe, Suite 777
(Address)

Houston, Texas 77063
(City/State and Zip Code)

For further information concerning this matter, please call:

Peter Workin At (832) 242-6500
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☐ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS: ✓
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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, Florida Statutes.

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

Name	Jurisdiction	Document Number (If known/ applicable)
Stoller USA, Inc.	Texas	0043989100

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

Name	Jurisdiction	Document Number (If known/ applicable)
Stoller Chemical Company of Florida	Florida	329827

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ______/______/______ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the surviving corporation on September 30, 2007.

The Plan of Merger was adopted by the board of directors of the surviving corporation on ____________________ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September 30, 2007.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on ____________________ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Stoller USA, Inc.	Jerry H. Stoller	Jerry H. Stoller
Stoller Chemical Company of Florida	Jerry H. Stoller	Jerry H. Stoller

EXHIBIT "A"

PLAN AND AGREEMENT OF REORGANIZATION
by merger of
Stoller Chemical Company of Florida, a Florida corporation
with and into
Stoller USA, Inc., a Texas corporation

Stoller Chemical Company of Florida, a Florida corporation, and Stoller USA, Inc., a Texas corporation (sometimes hereinafter referred to as the "Surviving Corporation"), in consideration of the mutual promises of the parties agree as follows:

ARTICLE I

PLAN OF REORGANIZATION

Plan Adopted

1.01 A plan of reorganization of Stoller Chemical Company of Florida, a Florida corporation and Stoller USA, Inc., a Texas corporation, pursuant to the provisions of Articles 5.01 and 5.13 of the Texas Business Corporation Act, Section 607.1104 of the Florida Revised Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(1) Stoller Chemical Company of Florida, a Florida corporation, shall be merged with and into Stoller USA, Inc., a Texas corporation (the "Surviving Corporation"), to exist and be governed by the laws of the State of Texas.

(2) The name of the Surviving Corporation shall be: Stoller USA, Inc.

(3) When this Agreement shall become effective, the separate existence of Stoller Chemical Company of Florida shall cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Stoller USA, Inc. and shall be subject to all the debts and liabilities of such corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by such lien immediately prior to the merger.

(4) The Surviving Corporation will carry on business with the assets of Stoller Chemical Company of Florida, as well as with the assets of Stoller USA, Inc.

(5) The shareholders of Stoller Chemical Company of Florida will surrender all of their shares in the manner hereinafter set forth.

(6) For purposes of convenience, since the shareholders of Stoller Chemical Company of Florida and the shareholders of Stoller USA, Inc. are the same with each of said individuals owning the same percentages of ownership in each entity, the Surviving Entity will not issue or transfer to such shareholders any additional Shares of Stock in the Surviving Entity.

(7) The shareholders of Stoller USA, Inc. will retain their shares in the Surviving Corporation.

Effective Date

1.02 The effective date of the merger shall be September 30, 2007 (hereinafter referred to as the "Effective Date").

ARTICLE II

MANNER AND BASIS OF CONVERTING SHARES

Manner

2.01 On the Effective Date, the holders of shares of Stoller Chemical Company of Florida will surrender their shares to Jerry H. Stoller, the Secretary of Stoller USA, Inc., promptly after this Agreement shall become effective.

Basis

2.02 Since the sole shareholder of Stoller Chemical Company of Florida and the sole shareholder of Stoller USA, Inc. is the same, the Surviving Entity will not issue or transfer to such shares any additional shares of common stock in the Surviving Entity.

Shares of Survivor

2.02 The presently outstanding 1,000 shares of common stock of Stoller USA, Inc. shall remain in effect.

ARTICLE III

DIRECTORS AND OFFICERS

Directors and Officers of Survivor

3.01 (1) The present Board of Directors of Stoller USA, Inc. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until such time as their successors have been elected and qualified.

(2) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, such vacancy may be filled by the Board of Directors as provided in the bylaws of the Surviving Corporation.

(3) All persons who at the Effective Date of the merger shall be executive or administrative officers of Stoller USA, Inc. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall otherwise determine. The Board of Directors of the Surviving Corporation may elect to appoint such additional officers as it may determine.

ARTICLE IV

ARTICLES OF INCORPORATION

Articles of Surviving Corporation

4.01 The Articles of Stoller USA, Inc., as existing on the Effective Date of the merger, shall continue in full force as the Articles of the Surviving Corporation until altered, amended or repealed as provided therein or as provided by law.

ARTICLE V

BYLAWS

Bylaws of Survivor

5.01 The Bylaws of Stoller USA, Inc., as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE VI

TERMINATION

Circumstances

6.01 This Agreement may be terminated and the merger herein provided for may be abandoned at any time prior to the Effective Date of the merger:

(1) By mutual consent of the Board of Directors of the constituent corporations.

(2) At the election of the Board of Directors of either constituent corporation if:

(a) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either such Board of Directors, inadvisable or undesirable.

(b) Any material litigation or proceeding shall be instituted, or threatened against either of the constituent corporations, or any of its assets, which, in the opinion of either such Board of Directors, renders the merger inadvisable or undesirable.

(c) Any legislation shall be enacted which, in the opinion of either such Board of Directors, renders the merger inadvisable or undesirable.

(d) Between the date of this Agreement and the Effective Date of the merger, there shall have been, in the opinion of either such Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

ARTICLE VII

INTERPRETATION AND ENFORCEMENT

Further Assurances

7.01 Stoller Chemical Company of Florida hereby agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in, or conform of record or otherwise to, the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Article I hereof, and otherwise to carry out the intent and purposes of this Agreement.

Notices

7.02 Any notice or other communication required or permitted hereunder shall be properly given when deposited in the United States mails for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(1) In the case of Stoller Chemical Company of Florida, to Jerry H. Stoller, President at the address set forth on the signature page below, or to such other person or addressed as Stoller Chemical Company of Florida may from time to time furnish to Stoller USA, Inc.

(2) In the case of Stoller USA, Inc., to Jerry H. Stoller, President at the address set forth on the signature page below, or to such other person or addressed as Stoller USA, Inc. may from time to time furnish to Stoller Chemical Company of Florida

Entire Agreement; Counterparts

7.03 This instrument and the exhibits hereto contain the entire agreement between the parties with respect to the transaction contemplated hereby. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

Controlling Law

7.04 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, the state in which this Agreement is being executed.

Executed effective September 30, 2007 at Houston, Harris County, Texas.

STOLLER USA, INC.

By: Jerry H. Stoller
Title: President
Address: 4001 W. Sam Houston Parkway
N., Suite 100
Houston, Texas 77043

STOLLER CHEMICAL COMPANY OF FLORIDA

By: Jerry H. Stoller
Title: President
Address: 4001 W. Sam Houston Parkway
N., Suite 100
Houston, Texas 77043

APPROVED AND AGREED TO BY THE SOLE STOCKHOLDER OF STOLLER CHEMICAL COMPANY OF FLORIDA, A FLORIDA CORPORATION

STOLLER GROUP, INC.

By: Jerry H. Stoller, President

APPROVED AND AGREED TO BY THE SOLE STOCKHOLDER OF STOLLER USA, INC., A TEXAS CORPORATION

By: Jerry H. Stoller, President