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MERGER OR SHARE EXCHANGE
Florida Standards Laboratory, Inc.

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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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Florida Standards Laboratory, Inc.	Florida	370141

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
FSL Holdings, Inc.	Florida	P96000049854

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 1 / 1 / 2016 (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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 18, 2015 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on December 18, 2015 and shareholder approval was not required.

(Attach additional sheets if necessary)

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PLAN OF MERGER
for
FSL HOLDINGS, INC., a Florida limited liability company
and
FLORIDA STANDARDS LABORATORY, INC., a Florida corporation

THIS PLAN OF MERGER, dated as of December 18, 2015 (the "Plan"), for the merger of FSL HOLDINGS, INC., a Florida corporation (the "Merging Corporation") into FLORIDA STANDARDS LABORATORY, INC., a Florida corporation (the "Surviving Corporation"), such entities being sometimes referred to herein together as the "Companies". This Plan is submitted in compliance with section 607.1104, Florida Statutes, and is a merger of a subsidiary corporation.

WITNESSETH:

WHEREAS, the parent corporation is the Merging Corporation and was incorporated under the laws of the State of Florida on June 11, 1996 under the name FSL HOLDINGS, INC., and the authorized capital stock of Merging Corporation consists of 2,000 shares of common stock with a par value of \$.01 per share ("Merging Common Stock"), of which 2,000 shares are issued and outstanding on the date hereof;

WHEREAS, the Surviving Corporation and was incorporated under the laws of the State of Florida on September 22, 1970 under the name Florida Standards Laboratory, Inc., and the authorized capital stock of the Surviving Corporation consists of 100,000 shares of common stock with a par value of \$.01 per share ("Surviving Common Stock"), of which 100 shares are issued and outstanding on the date hereof;

WHEREAS, the Merging Corporation is the parent corporation of the Surviving Corporation and owns 100% of the issued and outstanding shares of the Surviving Corporation;

WHEREAS, the Board of Directors of the Merging Corporation and Surviving Corporation have determined that it is in the best interests of each of the Companies and the shareholders of the Merging Corporation for the Merging Corporation to merge with and into the Surviving Corporation (the "Merger"), pursuant to Section 607.1104 of the Florida Business Corporation Act (the "Act") with the Merging Corporation transferring by operation of law all of its assets and liabilities to the Surviving Corporation, the Merging Corporation ceasing its separate existence, and the Surviving Corporation continuing as the surviving corporation;

WHEREAS, for U.S., federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board of Directors of the Merging Corporation and the Surviving Corporation, by resolution duly adopted, have approved this Plan.

NOW, THEREFORE, the Companies shall effectuate the Merger in accordance with the following Plan:

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ARTICLE ONE MERGER

1.1 On the Effective Time (as defined in Section 1.6), and in accordance with the Act, the Merging Corporation shall be merged with and into the Surviving Corporation. The name of the Surviving Corporation is, and on and after the Effective Time shall continue to be, "Florida Standards Laboratory, Inc."

1.2 On the Effective Time, the separate existence of Merging Corporation shall cease, the Merging Corporation and the Surviving Corporation shall be a single company and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Companies; the rights, privileges, powers and franchises of each of the Companies, and all property, real, personal and mixed, and all debts due to either of the Companies on whatever account, as well for stock subscriptions, as all other things in action or belonging to or due to each of the Companies, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Companies, and title to any real estate or interest therein, vested by deed or otherwise in either of the Companies, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of either of the Companies shall be preserved unimpaired and all debts, liabilities and duties of each of the Companies shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Companies shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding in place of the Merging Corporation.

1.3 From time to time after the Effective Time, the last acting officers of Merging Corporation or the corresponding officers of the Surviving Corporation may, in the name of the Merging Corporation, execute and deliver all such proper deeds, assignments and other instruments, and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to carry out the intent and purposes of this Plan.

1.4 All corporate acts, plans, policies, approvals and authorizations of the Merging Corporation, its shareholders, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were with respect to Merging Corporation. The directors, officers and employees of Merging Corporation shall become the directors, officers and employees of the Surviving Corporation and shall continue to be entitled to the same rights, benefits, and privileges which they enjoyed as employees of Corporation.

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1.5 On and after the Effective Time, the Surviving Corporation shall adopt the Restated Articles of Incorporation in the form attached as Exhibit A. The Restated Articles of Incorporation are the Articles of Incorporation of the Merging Corporation immediately prior to the Merger with only certain changes that fall within the category of changes under Section 607.1002 of the Act that may be made by the Board without shareholder approval. The persons serving as Directors of the Merging Corporation immediately prior to the Effective Time shall be the Directors of the Surviving Corporation until their respective successors have been elected and have been duly qualified or until their earlier death, resignation or removal.

1.6 If the Plan is not abandoned or terminated as permitted by Article Four, this Plan, the Restated Articles of Incorporation, and the Articles of Merger in the form attached as Exhibit B, shall be certified, filed with the Secretary of State of Florida and recorded in accordance with the Act. The Merger shall become effective at 12:01am on January 1, 2015 (the "Effective Time").

1.7 On and after the Effective Time, the Shareholders' Agreement between Robert J. Katz and Walter S. Eisele dated July 1, 1996, as amended, and the Restated Stock Purchase Agreement between Dennis Young and the Merging Corporation dated August 10, 1998 shall continue to apply to the parties as if those agreements related to the stock of the Surviving Corporation issued to the parties as a result of the Merger.

1.8 On and after the Effective Time, the bylaws of the Merging Corporation shall be the bylaws of the Surviving Corporation.

ARTICLE TWO CONVERSION OF SHARES

The manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation that results in the pro rata issuance of shares of the Surviving Corporation to the holders of the shares of the Merging Corporation upon the surrender of any certificates is as follows:

2.1 On the Effective Time, by virtue of the Merger and without any action on the part of the Merging Company, the 100 shares of Surviving Common Stock owned by the Merging Corporation immediately prior to the Effective Time shall be cancelled.

2.2 On the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of the Merging Common Stock issued and outstanding immediately prior to the Effective Time shall thereupon be converted into and become one share of the Surviving Common Stock.

2.3 On and after the Effective Time, each holder of a certificate evidencing issued and outstanding shares of Merging Common Stock must surrender such certificate to the Surviving Corporation and, upon such surrender, such holder shall be entitled to receive from the Surviving Corporation the same number of shares of Surviving Common Stock, and the surrendered Merging

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Common Stock shall be cancelled. Until so surrendered, each certificate which evidenced shares of Merging Common Stock on the Effective Time shall be deemed for all purposes to evidence the ownership of Surviving Common Stock into which such shares were converted by virtue of the Merger. No service charge, brokerage commission or stock transfer tax shall be payable by any holder of shares of Merging Common Stock in connection with the issuance of Surviving Common Stock, except that, if any such interests is recorded in a name other than that in which the certificate surrendered for exchange is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay any transfer or other taxes required by reason of the Surviving Common Stock being recorded in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of Merging Corporation or its transfer agent that such tax has been paid or is not applicable. Surviving Corporation shall have the right to rely upon the stock records of Merging Corporation as to the ownership of shares of Surviving Common Stock on the Effective Time.

2.4 The Merging Corporation shall not record on its books any transfer of certificates representing issued and outstanding shares of Merging Common Stock on or after the Effective Time.

ARTICLE THREE DISSENTING SHAREHOLDERS

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

ARTICLE FOUR AMENDMENT AND WAIVER

Prior to the Effective Time, this Plan may be amended or modified in any manner, as may be determined in the judgment of the Board of Directors of the Surviving Corporation to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Plan and the Merger in accordance with the purposes and intent of this Plan. Any failure of either of the Companies to comply with any of the arrangements set forth herein may be expressly waived in writing by the other Company.

FSL HOLDINGS, INC., a Florida corporation

By: 

Robert J. Katz, President