

628112

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Custom Laboratory Equipment, 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:

Amy Hutchens, Esq

Contact Person

Hutchens Law Firm

Firm/Company

5231 NE Antioch, #108

Address

Kansas City, Missouri 64119

City/State and Zip Code

counsel@legalah.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Amy Hutchens

Name of Contact Person

At (816)

866-6149

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

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TALLAHASSEE, FLORIDA

HLF | HUTCHENS LAW FIRM

Mailing Address:
5231 NE Antioch, #108
Kansas City, MO 64119
(816) 866-6149
attorney@legalah.com

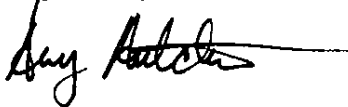
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

July 12, 2016

Dear Secretary of State:

Enclosed please find merger documents for filing with the appropriate fee.
Please contact me if you have any questions. Thank you for your time and
assistance.

Respectfully,



Amy Hutchens,
Attorney at Law

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

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TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
628112 Custom Laboratory Equipment, Inc.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Custom Laboratory Equipment, Inc.	Missouri	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

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.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Custom Laboratory Equipment Inc.

221 NW 1551 Road

Holden, MO 64040

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SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Custom Laboratory Equipment, Inc.	<i>Carol B. Hunter</i>	Carol B. Hunter, President
Custom Laboratory Equipment Inc.	<i>Carol B. Hunter</i>	Carol B. Hunter, President

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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Plan of Merger

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS PLAN OF MERGER AGREEMENT ("Agreement") is made on June 28, 2016
by and between Custom Laboratory Equipment, Inc., 205 East Michigan Avenue, Orange City,
Florida 32763, (hereinafter "Custom Florida"), and Custom Laboratory Equipment Inc. of 221
NW 1551 Road, Holden, Missouri 64040, (hereinafter "Custom Missouri").

On completion of the merger, Custom Florida Custom Laboratory Equipment, Inc. be
dissolved, leaving Custom Missouri as the surviving business which Custom Laboratory
Equipment, Inc. be known as Custom Laboratory Equipment Inc. after the merger is complete.
The surviving business Custom Laboratory Equipment, Inc. be registered in the state of
Missouri.

RECITALS

Custom Florida Dissolving Entity

Custom Florida is a Corporation duly organized, validly existing, and in good standing under the
laws of Florida.

Custom Missouri Surviving Entity

Custom Missouri is a Corporation duly organized, validly existing, and in good standing under
the laws of Missouri.

Custom Laboratory Equipment Inc. Final Entity

Custom Laboratory Equipment Inc. is to be the surviving business entity, as that term is defined in the state statutes, to the merger described in this agreement.

MERGER

Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, Custom Florida will be merged with and into Custom Missouri under the laws of the state of Missouri. As a result of the Merger, the separate corporate existence of Custom Florida will cease and the entity will continue as the surviving business entity Custom Laboratory Equipment Inc.

Except as otherwise explicitly set forth in this plan, from and after the effective time of the merger, Custom Missouri shall possess all rights, privileges, immunities, and franchises to the extent consistent with its articles of incorporation. All the rights, privileges, powers, and franchises of Custom Florida, of a public as well as of a private nature, and all property, real, personal, and mixed of Custom Florida, and all debts due on whatever account to it, including all choses in action, and all and every other interest of or belonging to it will be taken by and deemed to be transferred to and invested in the Custom Missouri without further act or deed. All the property, rights, privileges, immunities, franchises, both of a public and of a private nature, and all and every other interest of Custom Florida will be thereafter as effectually the property of the Custom Missouri as they were of Custom Florida.

Certificate of Merger

Custom Missouri will file a certificate of merger with the Secretary of State, as required by the laws of the state of Missouri. The certificate will be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger will be filed in the office of the recorder in all counties in which Custom Florida holds real property.

Effective Date of Merger

The merger will be effective on the date of filing of the certificate of merger.

TERMS AND CONDITIONS

Negative Covenants

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity Custom Laboratory Equipment, Inc. not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.

Further Assignments or Assurances

If at any time Custom Missouri considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in Custom Missouri the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of Custom Florida, as of the effective date of the merger, Custom Laboratory Equipment, Inc. execute and deliver all proper deeds,

assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in Custom Missouri, and otherwise carry out the provisions of this Agreement.

VALUATION OF ASSETS

Assets of Custom Florida

The partners or managers of Custom Florida agree that:

The present value of its tangible and intangible assets, including goodwill is \$ Ø;

The fair market value of its unrealized receivables is \$ Ø;

The fair market value of its inventory is \$ Ø; and

The estimated amount of its liabilities is \$ Ø.

Assets of Custom Missouri

The partners or managers of Custom Missouri agree that:

The present value of its tangible and intangible assets, including goodwill, is

\$ ~~Ø~~ 40,000.00

The fair market value of its unrealized receivables is \$ 3,000;

The fair market value of its inventory is \$ ~~40,000~~ Ø; and

The estimated amount of its liabilities is \$ Ø.

Conversion

- (a) At the effective date of the merger, each issued and outstanding share of stock in Custom Florida Custom Laboratory Equipment, Inc. will be converted into one share of common stock of Custom Laboratory Equipment Inc.
- (b) No fractional interests of Custom Laboratory Equipment Inc. after merger will be issued to the holders of interests of Custom Florida. However, holders who would otherwise be entitled to receive a fraction of an interest of Custom Laboratory Equipment Inc. on the basis of the conversion provided for in this article Custom Laboratory Equipment, Inc. instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Custom Florida as of the effective date of the merger.
- (c) Each issued and outstanding share of stock of Custom Missouri Custom Laboratory Equipment, Inc. will continue in existence without change.

Exchange

If any interest of Custom Florida being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and Custom Laboratory Equipment, Inc. receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of Custom Florida have been converted.

MANAGEMENT OF SURVIVING ENTITY

Management and Control

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

Directors and Officers

The initial Board of Directors of the Surviving Entity Custom Laboratory Equipment, Inc. consist of 1 Director. Disappearing entity will be entitled to nominate 0 members of the Board of *Directors of the surviving entity.*

INTERPRETATION AND ENFORCEMENT

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, *delivered by certified mail, return receipt requested*, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission Custom Laboratory Equipment, Inc. be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which will be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms will remain in full force and effect

Applicable Law

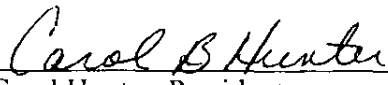
The validity, interpretation, and performance of this agreement will be controlled by and construed under the laws of the State of Missouri.

Approvals

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement will be signed by Carol Hunter, President, on behalf of Custom Laboratory Equipment, Inc. and by Carol Hunter, President on behalf of Custom Laboratory Equipment Inc.

Custom Laboratory Equipment, Inc.:


By Carol Hunter, President

Custom Laboratory Equipment Inc.:


By Carol Hunter, President