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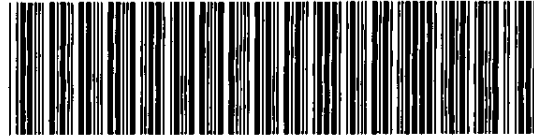
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Merger

JUN 15 2016
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RECEIVED
DEPARTMENT OF STATE
16 JUN 10 PM 2:42
FILED
16 JUN 10 PM 4:33
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

CT

June 10, 2016

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 10044472 SO
Customer Reference 1: 18647-0001
Customer Reference 2: 18647-0001

Dear Department of State, Florida :

Please obtain the following:

Nationwide-Stephan Inc. (FL)
Merger (Discontinuing Company)
Florida



Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092 .

Thank you very much for your help.

Sincerely,

Connie R Bryan
Senior Fulfillment Specialist
Connie.Bryan@wolterskluwer.com

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)
Scientific Research Products Inc. of Delaware	Delaware	923483

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Nationwide-Stephan Inc.	Florida	F28913

FILED
 JUN 10 PM 4:33
 DEPARTMENT OF STATE
 TALLAHASSEE, FLORIDA

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.)

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 March 29, 2016

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 03-29-16

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)

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

<u>Name</u>	<u>Jurisdiction</u>
Scientific Research Products Inc. of Delaware	Delaware
_____	_____

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

<u>Name</u>	<u>Jurisdiction</u>
Nationwide-Stephan Inc.	Florida
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

See Agreement and Plan of Merger dated March 29, 2016 attached hereto.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Plan of Merger"), dated as of March 29, 2016, is made and executed by and between Nationwide-Stephan Inc., a Florida corporation ("Nationwide") and Scientific Research Products Inc. of Delaware, a Delaware corporation ("Scientific Research"), and after the Effective Time (as defined below), the "Surviving Corporation").

WITNESSETH:

WHEREAS, (i) Nationwide is a corporation duly incorporated and validly existing under the laws of the State of Florida and (ii) Scientific Research is a corporation duly incorporated and validly existing under the laws of the State of Delaware;

WHEREAS, in accordance with Section 607.1103 of the Florida Business Corporation Act, as amended, and Section 252 of the Delaware General Corporation Law, as amended (the "DE Act"), Nationwide and Scientific Research have agreed to enter into the Merger (as defined below), and Scientific Research shall be the surviving entity of the Merger;

WHEREAS, the Merger will further certain business objectives of the parties, including, but not limited to, enhancing efficiency by consolidating operations; and

WHEREAS, the members of each of Nationwide and Scientific Research have approved and declared advisable this Plan of Merger and the merger of Nationwide with and into Scientific Research on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Merger**. At the Effective Time (as such term is defined in Section 5), (i) Nationwide will merge with and into Scientific Research (the "Merger"), whereupon the separate existence of Nationwide shall cease, and (ii) Scientific Research will be the surviving corporation and shall continue its existence as a corporation, all in accordance with the provisions of the DE Act. As a result of the Merger, all assets of Nationwide, as they exist at the Effective Time, shall pass to and vest in the Surviving Corporation without any conveyance or other transfer. The Surviving Corporation shall be responsible for all liabilities and obligations of every kind of Nationwide as of the Effective Time.

2. **Approval of Merger**. This Plan of Merger has been authorized and approved by (i) the member of the Board of Directors and the shareholder of Nationwide and (ii) the member of the Board of Directors and the stockholder of Scientific Research, each in accordance with the articles of incorporation, certificate of incorporation and bylaws of each of Nationwide and Scientific Research, respectively, and the laws of the State of Florida and the State of Delaware, as applicable.

3. **Certificate of Incorporation**. At the Effective Time, the certificate of incorporation of Scientific Research shall be the certificate of incorporation of the Surviving Corporation, until thereafter amended as provided therein and by applicable law.

4. **Bylaws.** At the Effective Time, the bylaws of Scientific Research shall be the bylaws of the Surviving Corporation, until thereafter amended as provided therein and by applicable law.

5. **Filing; Effective Time.** The parties hereto shall cause the Merger to be consummated by filing (i) articles of merger, in the form attached hereto as Exhibit A (the "FL Articles of Merger"), with the Department of State – Division of Corporations of the State of Florida, and (ii) certificate of merger, in the form attached hereto as Exhibit B (the "DE Certificate of Merger"), with the Department of State – Division of Corporations of the State of Delaware. The Merger shall be effective as set forth in the FL Articles of Merger as filed with the Department of State – Division of Corporations of the State of Florida and as set forth in the DE Certificate of Merger as filed with the Department of State – Division of Corporations of the State of Delaware (the "Effective Time").

6. **Representations and Warranties of Nationwide.** Nationwide hereby represents and warrants to Scientific Research as follows:

(a) **Binding Effect.** This Plan of Merger, and each agreement entered into in connection herewith (collectively, the "Transaction Documents") to which Nationwide is a party, has been duly executed and delivered by Nationwide and are valid and binding obligations of Nationwide, enforceable against Nationwide in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to the enforcement of creditors' rights and remedies or by other equitable principles of general application. The Transaction Documents have been duly authorized by all necessary action on the part of Nationwide.

(b) **No Conflicts.** The execution and delivery by Nationwide of each Transaction Document to which each is a party does not, and the consummation of the Merger and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any lien upon any of the properties or assets of Nationwide under, any provision of (i) the organizational documents of Nationwide, (ii) any contract, lease, license, indenture, note, bond, agreement, permit, concession, franchise or other instrument (a "Contract") to which Nationwide is a party or (iii) any judgment, order or decree ("Judgment") or statute, law, ordinance, rule or regulation ("Law") applicable to Nationwide or its respective properties or assets.

7. **Representations and Warranties of Scientific Research.** Scientific Research hereby represents and warrants to Nationwide as follows:

(a) **Binding Effect.** The Transaction Documents to which Scientific Research is a party have been duly executed and delivered by Scientific Research and are valid and binding obligations of Scientific Research, enforceable against Scientific Research in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to the enforcement of creditors' rights and remedies or by other equitable principles of general application. The

Transaction Documents have been duly authorized by all necessary action on the part of Scientific Research.

(b) **No Conflicts.** The execution and delivery by Scientific Research of each Transaction Document to which it is a party does not, and the consummation of the Merger and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any lien upon any of the properties or assets of Scientific Research under, any provision of (i) the organizational documents of Scientific Research, (ii) any Contract to which Scientific Research is a party or (iii) any Judgment or Law applicable to Scientific Research or its respective properties or assets.

8. **Termination.** This Plan of Merger may be terminated, and the Merger abandoned, by Nationwide or Scientific Research at any time prior to the Effective Time.

9. **Governing Law; Forum.** This Plan of Merger shall be governed by, and construed in accordance with, the internal laws of the State of Delaware applicable to contracts made and to be performed entirely within the State of Delaware (without giving effect to principles of choice of law or conflict of laws that would require application of the laws of a jurisdiction other than the State of Delaware). Any action between Nationwide and Scientific Research that arises under or in any way relates to this Plan of Merger may be brought only in the state or federal courts located in the State of Delaware. Each of Nationwide and Scientific Research hereby consents to the exclusive jurisdiction of such courts to decide any and all such actions and to such venue. Each of Nationwide and Scientific Research irrevocably waives and agrees not to assert any defense based on the inconvenience of such jurisdiction or venue.


10. **Tax Treatment.** For federal income tax purposes, the Merger will take the assets over form.

11. **Counterparts.** This Plan of Merger may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts of this Plan of Merger have been signed by each party and delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the day and year first written above.

NATIONWIDE-STEPHAN INC.,
a Florida corporation

By: 
Name: ERIC KIEBUSCH
Title: CEO, DIR

SCIENTIFIC RESEARCH PRODUCTS
INC. OF DELAWARE,
a Delaware corporation

By: 
Name: ERIC KIEBUSCH
Title: PRES, DIR

EXHIBIT A

Articles of Merger – Florida

[Attached]

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SCIENTIFIC RESEARCH PRODUCTS INC. OF DELAWARE

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Contact Person

Firm/Company

Address

City/State and Zip Code

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

For further information concerning this matter, please call:

Name of Contact Person

At ()

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Scientific Research Products Inc. of Delaware	Delaware	923483

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Nationwide-Stephan Inc.	Florida	F28913

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.)

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.

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The Plan of Merger was adopted by the shareholders of the surviving corporation on March 29, 2016

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

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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)

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

<u>Name</u>	<u>Jurisdiction</u>
Scientific Research Products Inc. of Delaware	Delaware

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

<u>Name</u>	<u>Jurisdiction</u>
Nationwide-Stephan Inc.	Florida
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

See Agreement and Plan of Merger dated March 29, 2016 attached hereto.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

EXHIBIT B

Certificate of Merger – Delaware

[Attached]

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
FOREIGN CORPORATION INTO
A DOMESTIC CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Scientific Research Products Inc. of Delaware, a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Nationwide-Stephan Inc., a Florida corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Scientific Research Products Inc. of Delaware, a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation. (If amendments are affected please set forth)


FIFTH: The authorized stock and par value of the non-Delaware corporation is 60 shares of stock, without par value.

SIXTH: The merger is to become effective on upon filing.

SEVENTH: The Agreement of Merger is on file at 6708 North 54th Street, Tampa, FL 33610, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 29 day of March, A.D., 2016.

By: 
Authorized Officer

Name: ERIC KIEBUSCH
Print or Type

Title: PRES, DIR