

CT CORPORATION

F02000002490

CORPORATION(S) NAME

Entomos, L.L.C.

merging into:

Entomos, Inc. (Surviving Company)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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*****78.75 *****78.75

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|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input checked="" type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

5/21/02

Order#: 5352250

Ref#: _____

Amount: \$ _____

Please give to MS
Annette Ramsey.

Thanks A million!

M.S.

222-1092

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING:

ENTOMOS, L.L.C. A FLORIDA ENTITY

INTO

ENTOMOS, INC., a Delaware entity, F02000002490

File date: May 21, 2002

Corporate Specialist: Agnes Lunt

STATE OF FLORIDA
ARTICLES OF MERGER
OF
ENTOMOS, L.L.C AND ENTOMOS, INC.

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The following articles of merger are being submitted in accordance with section 608.4382, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Entomos, L.L.C. 4445 SW 35 th Terrace Suite 310 Gainesville, FL 32608 Alachua County Florida Document/Registration Number: L99000006228	Florida	Limited Liability Company FEIN Number: 593599412
2. Entomos, Inc. 4445 SW 35 th Terrace Suite 310 Gainesville, FL 32608 Alachua County	Delaware	Profit Corporation

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Entomos, Inc. 4445 SW 35 th Terrace Suite 310 Gainesville, FL 32608 Alachua County	Delaware	Profit Corporation

THIRD: The attached Agreement and Plan of Merger was approved by the domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger was approved by the other business entity that is party to the merger in accordance with the applicable laws of its jurisdiction of incorporation.

FIFTH: The surviving entity hereby 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 members of the domestic limited liability company that is a party to the merger.

SIXTH: The surviving entity agrees to promptly pay the dissenting members of the limited liability company that is a party to the merger the amount, if any, to which such dissenting members are entitled under section 608.4384, Florida Statutes.

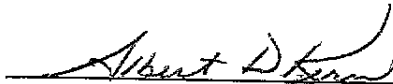
SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of organization of the limited liability company that is a party to the merger.

EIGHTH: The merger shall become effective at 8:00 A.M., EST, on the 22nd of May, 2002.

NINTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction., this 21st day of May, 2002.


TENTH: SIGNATURES FOR EACH PARTY:

ENTOMOS, L.L.C.


By: Albert D. Kern
Title: President

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ENTOMOS, INC.


By: Albert D. Kern
Title: President

AGREEMENT AND PLAN OF MERGER

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THIS AGREEMENT AND PLAN OF MERGER is made this 15 day of May, 2002 by and between **ENTOMOS, L.L.C.**, a limited liability company organized and existing under the laws of the State of Florida (hereinafter referred to as "**LLC**") and **ENTOMOS, INC.**, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as the "**Corporation**").

WHEREAS, the Board of Directors of **Corporation** and Managers of **LLC** deem it advisable and generally in the best interests of the respective parties and their respective stockholders or members that the parties effect a merger (the "**Merger**") pursuant to the applicable corporate laws and limited liability company laws, with the **Corporation** being the surviving entity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Merger. At the Effective Time (as defined in Section 5 hereof), **LLC** will be merged with and into the **Corporation** in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Delaware and Florida law as follows:

- (a) All of the Class A Membership Interest units of **LLC** that are issued and outstanding immediately prior to the Effective Time shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) Each unit of the Class B Membership Interest of **LLC** that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive, one share of the \$.001 par value Common Stock of the **Corporation**, as the surviving entity. Each unit of Class B Membership Interest of **LLC**, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (c) Each unit of the Class C Membership Interest of **LLC** that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive, one share of the \$.001 par value Series A Preferred Stock of the **Corporation**, as the surviving entity. Each unit of Class C Membership Interest of **LLC**, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (d) Each warrant to purchase Class C Membership Interest units of **LLC** that is issued and outstanding immediately prior to the Effective Time shall be converted into and

shall represent the right to receive, one share of the \$.001 par value Series A Preferred Stock of the **Corporation** for each unit of Class C Membership Interest subject to purchase under the warrant. Each such warrant to purchase Class C Membership Interests of **LLC**, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.

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- (e) Each option to purchase Class D Membership Interest units of **LLC** that is issued and outstanding immediately prior to the Effective Time and is held by a person who is an employee, director, officer, consultant or advisor of the **LLC** immediately prior to the Effective Time, shall be converted into, and shall represent the right to receive, an option to purchase a corresponding number of shares of the \$.001 par value Common Stock of the **Corporation**, pursuant to the 2002 Stock Incentive Plan of Entomos, Inc., which has previously been adopted by the **Corporation** for options granted to the **Corporation's** selected employees, directors, officers, consultants or advisors, as the surviving entity. Each such option to purchase Class D Membership Interests of **LLC**, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
 - (f) Each option to purchase Class D Membership Interest units of **LLC** that is issued and outstanding immediately prior to the Effective Time and is held by a person who is not an employee, director, officer, consultant or advisor of the **LCC** immediately prior to the Effective Time, shall be assumed by the **Corporation** and shall represent the right to purchase a corresponding number of shares of the \$.001 par value Common Stock of the **Corporation**, pursuant to the 1999 Class D Membership Interest Option Plan of Entomos, L.L.C., as amended (the "**LLC Plan**"), which is being assumed by the **Corporation** pursuant to the Merger by operation of law; provided that all references in the **LLC Plan** to the **LLC** shall now mean the **Corporation** and all references to Class D Membership Interest units shall now mean shares of the \$.001 par value Common Stock of the **Corporation**.
 - (g) The one share of Common Stock of the **Corporation** that is issued and outstanding immediately prior to the Effective Time shall automatically be cancelled, shall cease to exist and shall no longer be outstanding at the Effective Time.
 - (h) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented an **LLC** membership unit, or a warrant or option to purchase an **LLC** membership unit, shall be deemed at the Effective Time for all purposes to represent only the right to receive the number of shares of the **Corporation's** Common Stock, Series A Preferred Stock, or options as provided in this Section 1. With respect to any such certificate, agreement or other instrument that has been lost or destroyed, the **Corporation** shall issue the requisite number of shares of the **Corporation's** Common Stock, Series A Preferred Stock, or options attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the

Corporation's Common Stock, Series A Preferred Stock, or options represented thereby.

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2. Effect of Merger. At the Effective Time, (a) the separate existence of **LLC** shall cease and **LLC** shall be merged with and into the **Corporation** and the **Corporation**, a Delaware corporation, will be the surviving entity pursuant to the terms of the Certificate of Merger, (b) the Certificate of Incorporation and Bylaws of the **Corporation**, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and Bylaws of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each **LLC** membership interest unit, warrant and option to purchase membership units of **LLC** outstanding immediately prior to the Effective Time shall be converted or assumed as provided above; (d) the share of the **Corporation** outstanding immediately prior to the Effective Time shall be cancelled as provided above; (e) the members of **LLC** receiving shares of the **Corporation** as set forth above shall be the shareholders of the **Corporation** as the surviving entity, and the Directors of the **Corporation** shall be the Directors of the **Corporation** as the surviving entity; (f) and the Merger shall have all of the effects provided by applicable law.

3. Filing. Upon satisfaction of the conditions set forth in Section 4(b-e) hereof, the **Corporation** shall promptly cause a Certificate of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the Secretary of State of the State of Delaware, and the **Corporation** and **LLC** shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the Department of State of the State of Florida.

4. Conduct of **LLC** and the **Corporation** and Anticipated Closing of Transaction.

- (a) Until the Effective Time, each of **LLC** and the **Corporation** shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.
- (b) Prior to the Effective Time, the stockholders of the **Corporation** and the members of the **LLC** shall have approved and adopted this Agreement and Plan of Merger and the terms of the Merger contemplated herein.
- (c) Prior to the Effective Time and as a condition to the Merger, that certain Investor Rights Agreement by among the **Corporation**, Predation, Inc. and Advantage Capital Florida Partners I, L.P substantially in the form of Exhibit A attached hereto shall have been validly executed and delivered by each party thereto.
- (d) Prior to the Effective Time and as a condition to the Merger, the appropriate officer of the **Corporation** shall have executed and filed with the Secretary of State of the State of Delaware the Certificate of Designations of the Series A Convertible Preferred Stock of the **Corporation** substantially in the form of Exhibit B attached hereto.

- (e) Prior to the Effective Time and as a condition to the Merger, the **Corporation** shall have adopted the 2002 Stock Incentive Plan of Entomos, Inc. substantially in the form of Exhibit C attached hereto.
- (f) Each party hereto also acknowledges that the Merger contemplated herein shall be completed with the reasonable expectation of the closing of a transaction contemplated by the Summary of Terms dated March 29, 2002, between the **Corporation** and Mississippi Chemical Corporation promptly thereafter.

5. Effective Time. The Merger shall be effective at the time and on the date on which the Certificate of Merger is filed (the "Effective Time").

6. Rights and Liabilities of LLC. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to **LLC**, as well as all of the things and causes of action belonging to **LLC** shall be the property of the **Corporation** as they were the property of **LLC**, and the title to any real estate vested by deed or otherwise in **LLC** shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the **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.

7. Further Assurances. If, at any time after the Effective Time, the **Corporation** shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of **LLC** and the **Corporation** acquired or to be acquired by reason of, or as a result of, the Merger, **LLC** and the **Corporation** agree that such entities and their proper officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the **Corporation** and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers and directors of the **Corporation** are fully authorized and directed in the name of the **LLC** and the **Corporation** or otherwise to take any and all such actions.

8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any applicable conflicts of law.

9. Termination. This Agreement and Plan of Merger may be terminated and abandoned by either party hereto, at any time prior to the Effective Time.

10. Counterparts. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one

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or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this ____ day of May 2002.

ENTOMOS, L.L.C.

BY: _____
ALBERT D. KERN, President

ENTOMOS, INC.

BY: _____
ALBERT D. KERN, President

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EXHIBIT A

Investor Rights Agreement

[A copy of the Form of Investor Rights Agreement follows this page.]

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EXHIBIT B

Certificate of Designations of Series A Convertible Preferred Stock

[A copy of the Form of Certificate of Designations follows this page.]

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EXHIBIT C

Stock Incentive Plan of Entomos, Inc.

[A copy of the Form of Stock Incentive Plan follows this page.]

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