

Florida Department of State
Division of Corporations
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To: Division of Corporations
 Fax Number : (850) 617-6380

From: Account Name : C T CORPORATION SYSTEM
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R. WHITE **Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

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COR AMND/RESTATE/CORRECT OR O/D RESIGN
NATIONAL GPR SERVICE, INC.

Certificate of Status	0
Certified Copy	0
Page Count	16
Estimated Charge	\$35.00

RECEIVED
 16 SEP 30 AM 10:25

FILED
 16 SEP 30 AM 8:29
 TALLAHASSEE, FLORIDA

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

FJ2000000906

(Document number of corporation (if known))

1. National GPR Service, Inc.

(Name of corporation as it appears on the records of the Department of State)

2. Wisconsin

(Incorporated under laws of)

3. 02/29/2012

(Date authorized to do business in Florida)

FILED
 16 SEP 30 AM 8:29
 SECRETARY OF STATE
 TALLAHASSEE

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? 02/23/2013

5. National GPR Service of Minnesota, Inc.

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

Minnesota

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Jared Lampe

(Typed or printed name of person signing)

President

(Title of person signing)

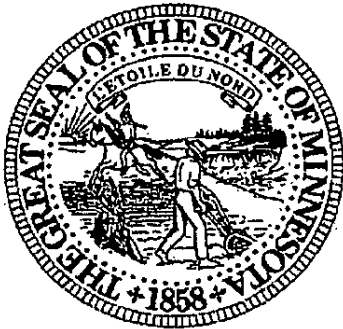
Office of the Minnesota Secretary of State Certification of Record

I, Steve Simon, Secretary of State of Minnesota, do certify that: The filing(s) listed below were filed in the Minnesota computerized/central filing system on the date(s) listed below and that the copies associated with this certification are a true and complete copy of those filings as filed in that system.

Filing(s) filed on:

<u>Filing Date</u>	<u>Filing Type</u>	<u>Filing Number</u>
02/25/2013	Merger Survivor - Business Corporation (Domestic)	651665300029

This certificate has been issued on: 09/29/2016



A handwritten signature in cursive script that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

**Office of the Minnesota Secretary of State
Certificate of Merger**

I, Mark Ritchie, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: NATIONAL GPR SERVICE OF MINNESOTA, INC.

WISCONSIN: NATIONAL GPR SERVICE, INC.

Home Jurisdiction and Name of Surviving Entity:

MINNESOTA: NATIONAL GPR SERVICE OF MINNESOTA, INC.

Name of Surviving Entity after Effective Date of Merger:

NATIONAL GPR SERVICE OF MINNESOTA, INC.

This certificate has been issued on: 2/25/2013



Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota



635649500027

OK- 120

**ARTICLES OF MERGER
OF
NATIONAL GPR SERVICE, INC.
AND
NATIONAL GPR SERVICE OF MINNESOTA, INC.**

Department of Financial Institutions
Division of Corporate & Consumer Services
PO Box 7846
Madison, WI 53707-7846

To the Secretary of State
State of Minnesota
60 Empire Drive, Suite 100
St. Paul, MN 55103

Pursuant to the provisions of the Minnesota Business Corporation Act governing the merger of corporations for profit, the corporations hereinafter named do hereby adopt the following Articles of Merger.

1. The names of the merging corporations are National GPR Service, Inc., which is a corporation for profit organized under the laws of the State of Minnesota, and National GPR Service of Minnesota, Inc., which is a corporation for profit organized under the laws of the State of Minnesota. Both of the merging corporations are subject to the provisions of the Minnesota Business Corporation Act.
2. Annexed hereto and made a part hereof is the Plan and Agreement of Merger for merging National GPR Service, Inc. with and into National GPR Service of Minnesota, Inc., as approved in resolutions ratified by the unanimous affirmative votes of the Boards of Directors of both merging corporations.
3. The Plan and Agreement of Merger has been approved by the majority votes of the shareholders of National GPR Service, Inc. and National GPR Service of Minnesota, Inc. pursuant to the provisions of Section 302A.613, subdivision 2, of the Minnesota Business Corporation Act and Wisconsin Statutes Sections ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.
4. National GPR Service of Minnesota, Inc. will continue its existence as the surviving corporation under the same name pursuant to the provisions of the Minnesota Business Corporation Act.

5. The merger of National GPR Service, Inc. with and into National GPR Service of Minnesota, Inc. will become effective in the State of Minnesota and the State of Wisconsin on the 28th day of February, 2013.

Executed on February 21, 2013.

National GPR Service, Inc.

By 
Its Vice President

Executed on February 21, 2013

National GPR Service of Minnesota, Inc.

By 
Its President

**PLAN AND AGREEMENT OF MERGER
BETWEEN
NATIONAL GPR SERVICE, INC.
AND
NATIONAL GPR SERVICE OF MINNESOTA, INC.**

PLAN AND AGREEMENT OF MERGER (hereafter the "Agreement"), dated as of the 21st day of February, 2013, by and between NATIONAL GPR SERVICE, INC., a Wisconsin corporation (hereafter "Merged Corporation") and NATIONAL GPR SERVICE OF MINNESOTA, INC., a Minnesota corporation (hereafter "Surviving Corporation"), said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Minnesota, having been incorporated on December 28, 2012 and the Merged Corporation is a corporation duly organized and existing under the laws of the State of Wisconsin, having been incorporated on February 21, 2003; and

WHEREAS, the Constituent Corporations desire to adopt and implement this Agreement providing for the merger of the Constituent Corporations (the "Merger") pursuant to the provisions of Section 368(a)(1)(A);

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire so to merge pursuant to this Agreement and the laws of the State of Minnesota and the State of Wisconsin;

NOW, THEREFORE, in consideration of the representations, warranties and mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Minnesota and the State of Wisconsin, that the Merged Corporation will be merged into the Surviving Corporation, which will continue its corporate existence and be the corporation surviving the Merger. The terms and conditions of the Merger and the manner of carrying the same into effect are as follows:

Section 1. Definitions.

For the purposes of this Agreement, the following words and phrases have the meanings set forth below:

1.1 "Articles of Merger" means the articles of merger (in the form agreed to by the parties) to be filed with the Minnesota Secretary of State pursuant to Section 641 of the

Minnesota Business Corporation Act and Wisconsin Statutes Sections ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

1.2 "Closing" means the consummation of the transactions contemplated by this Agreement.

1.3 "Closing Date" means the day on which the Effective Date of the Merger occurs.

1.4 "Code" means the Internal Revenue Code of 1986, as amended.

1.5 "Effective Date" means the later of (a) the date and time on which the Articles of Merger are filed by the Constituent Corporations with the Secretary of State of Minnesota and the Wisconsin Department of Financial Institutions, or (b) February 28, 2013.

1.6 "Employee Plans" means any disability, medical, dental or other health insurance plan; life insurance or other death benefit plan; pension, profit sharing, retirement or other deferred compensation plan; stock option, bonus or other incentive compensation plan; or vacation, sick leave or severance plan; including, without limitation, any employee welfare benefit plan or employee pension benefit plan as defined in ERISA, whether or not any of the foregoing are funded.

1.7 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.8 "Merged Corporation Common Stock" means the authorized shares of Common Stock of Merged Corporation, par value \$.01.

1.9 "Merged Corporation Financial Statements" means the unaudited balance sheets of Merged Corporation as of December 31, 2012, with the related statements of income, stockholders' equity and changes in financial condition for the year then ended and the unaudited balance sheet of Merged Corporation as of December 31, 2012, with the related statements of income, stockholders' equity and changes in financial condition for six-month period then ended and the notes thereto.

1.10 "Merged Corporation Shareholders" means all of the shareholders of Merged Corporation immediately prior to the merger of Merged Corporation and Surviving Corporation.

1.11 "Minnesota Business Corporation Act" means Chapter 302A, Minnesota Statutes.

1.12 "Surviving Corporation Common Stock" means the authorized shares of Common Stock of Surviving Corporation, \$.10/share par value.

1.13 "Surviving Corporation Financial Statements" means the balance sheets of Surviving Corporation as of December 31, 2012, with the related statements of income,

stockholders' equity and changes in financial condition for the year then ended and the notes to them.

Section 2. Governing Law; Articles of Incorporation; Authorized Shares.

The laws of the State of Minnesota will govern the Surviving Corporation and the interpretation and enforcement of this Agreement. The Articles of Incorporation of the Surviving Corporation will not be as amended. The Articles of Incorporation will remain in effect as the Articles of Incorporation of the Surviving Corporation subsequent to the Merger until the same may be altered or amended in accordance with the provisions thereof. Pursuant to said Articles of Incorporation, the authorized shares of the Surviving Corporation on the Effective Date will be authorized shares of Common Stock, with \$0.10/share par value.

Section 3. Principal Office.

+ registered

The principal office of the Surviving Corporation will be located at 1301 Larc Industrial Blvd., Burnsville, MN 55337. - per NJ

Section 4. Directors and Officers.

The following individuals will serve as the sole director of the Surviving Corporation:

Jared J. Lampe

Officers of the Surviving Corporation will be Jared J. Lampe as President and Secretary-Treasurer. The officers and directors of the Surviving Corporation and the Merged Corporation not named above and holding office on the Effective Date will be deemed to have resigned as of the Effective Date.

Section 5. Conversions of Shares in the Merger.

The manner of carrying into effect the Merger, and the manner and basis of converting the shares of the Merged Corporation into shares of the Surviving Corporation are as follows.

5.1 Surviving Corporation Common Stock. No shares of the Surviving Corporation Common Stock issued at the Effective Date will be converted as a result of the Merger, but all of such shares will remain issued shares of Common Stock of the Surviving Corporation.

5.2 Merged Corporation Common Stock. At the Effective Date, each share of Merged Corporation Common Stock issued and outstanding will be retired.

5.3 Surrender of Merged Corporation's Certificates. As soon as practicable after the Effective Date, stockholders who owned shares of Merged Corporation Common Stock will surrender their certificates representing such shares for cancellation.

5.4 Dissenting Shareholders. Notwithstanding the foregoing, outstanding shares of Merged Corporation Common Stock which are held by shareholders who have properly preserved and perfected dissenters' rights pursuant to Minnesota Statutes Sections 302A.471 and 302A.473 will not be converted into shares of Surviving Corporation Common Stock; however, such shares and the holders of such shares will be subject to and treated in accordance with the Minnesota Business Corporation Act and specifically those sections of such law relating to the rights of dissenting shareholders. Similarly, shareholders in the Surviving Corporation who have properly preserved and perfected their dissenters' rights pursuant to the Minnesota Business Corporation Act will also be subject to and treated in accordance with the Minnesota Business Corporation Act and specifically those sections of such law relating to the rights of dissenting shareholders. The directors and officers of the Constituent Corporations have reviewed this Agreement and the contemplated Merger and have determined that they should, and do by this Agreement, agree to vote in favor of the contemplated Merger at the appropriate stockholder meeting.

Section 6. Effect of the Merger:

At the Effective Date, the Surviving Corporation will succeed to, without other transfer, act or deed of any person, and will possess and enjoy all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all property, real, personal and mixed, including patents, trademarks, trade names, and all debts due to any of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or all other rights belonging to any of said corporations, will be vested in the Surviving Corporation; and all said property, rights, privileges, immunities, powers and franchises, and all and every other interest will be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title of any real estate vested by deed or otherwise in any of said Constituent Corporations will not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of any of said Constituent Corporations will be preserved unimpaired, and all debts, liabilities and duties of said Constituent Corporations, respectively, will thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted in the first instance by the Surviving Corporation.

Section 7. Accounting Matters.

The assets and liabilities of the Constituent Corporations as of the Effective Date will be taken up on the books of the Surviving Corporation at the amounts at which they were carried at on the books of the respective Constituent Corporations. The surplus of the Surviving Corporation, if any, after the Merger will be available to be used for any lawful purposes for which surplus may be used. Accounting procedures and depreciation schedules of any

Constituent Corporation may be converted to those procedures and schedules selected by the Surviving Corporation as permitted by law.

Section 8. Approval of Shareholders: Filing of Articles of Merger.

This Agreement, together with the Restated Articles of Incorporation, will be submitted to the shareholders of the Constituent Corporations as provided by law and the respective Articles of Incorporation of the Constituent Corporations at meetings which will be held on or before February 28, 2013, or such later date as the Boards of Directors of the Constituent Corporations mutually approve. Upon adoption and approval of this Agreement, and subject to the conditions contained in this Agreement, the Articles of Merger will be executed, acknowledged and delivered to the Secretary of State of the State of Minnesota for filing as provided by Section 615 of the Minnesota Business Corporation Act.

Section 9. Merged Corporation's Representations and Warranties.

Merged Corporation represents and warrants to Surviving Corporation as follows:

9.1 **Organization.** Merged Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. Merged Corporation has corporate power to carry on its business as it is now being conducted and are qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification.

9.2 **Capitalization.** Merged Corporation's capitalization consists of 84,000 authorized shares of Merged Corporation Common Stock, of which 84,000 shares are issued and outstanding as of the date hereof. Each issued and outstanding share is validly issued, fully paid, non-assessable and is entitled to one vote.

9.3 **Information.** Merged Corporation has delivered to Surviving Corporation information concerning Merged Corporation as required by Surviving Corporation. The statements set forth therein and the copies of documents referred to and furnished to Surviving Corporation are complete and accurate.

Section 10. Representations and Warranties of Surviving Corporation.

Surviving Corporation represents and warrants to Merged Corporation as follows:

10.1 **Organization.** Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. Surviving Corporation has corporate power to carry on its business as it is now being conducted and are qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification.

10.2 Capitalization. Surviving Corporation's capitalization consists of 500 authorized shares of Surviving Corporation Common Stock, of which 500 shares are issued and outstanding as of the date hereof. Each issued and outstanding share is validly issued, fully paid, non-assessable and is entitled to one vote.

10.3 Information. Surviving Corporation has delivered to Merged Corporation information concerning Surviving Corporation as required by Merged Corporation. The statements set forth therein and the copies of documents referred to and furnished to Merged Corporation are complete and accurate.

Section 11. Closing; Deliveries at Closing.

11.1 Closing and Closing Date. The Closing will be held, subject to performance of all agreements and conditions required by this Agreement, on the Closing Date. The Closing will occur at the offices of the Surviving Corporation.

11.2 Closing Deliveries by the Surviving Corporation. At the Closing on the Closing Date, the Surviving Corporation will:

11.2.1. Execute and deliver to the Merged Corporation the Articles of Merger.

11.2.2. Execute and deliver to the Merged Corporation all other documents, certificates, instruments and opinions required to be delivered to the Merged Corporation under this Agreement or reasonably requested by the Merged Corporation or the Merged Corporation's counsel.

11.3 Closing Deliveries by the Merged Corporation. At the Closing on the Closing Date, the Merged Corporation will:

11.3.1. Execute and deliver to the Surviving Corporation the Articles of Merger.

11.3.2. Execute and deliver to the Surviving Corporation all other documents, certificates, instruments and opinions required to be delivered to the Surviving Corporation under this Agreement or reasonably requested by the Surviving Corporation or the Surviving Corporation's counsel.

Section 12. Brokers.

The Constituent Corporations represent to one another that all negotiations relative to this Agreement and the transactions contemplated thereby have been carried on directly between the parties hereto without intervention of any other person or entity.

Section 13. Miscellaneous

13.1 Expenses. Except as otherwise set forth in this Agreement, each of the parties hereto will pay its own expenses and costs incurred or to be incurred by it in negotiating, closing and carrying out this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings among the parties hereto with respect to the subject matter hereof.

13.3 Headings. The headings in this Agreement will not affect in any way its meaning or interpretation.

13.4 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.5 Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the Effective Date by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver will not, in the judgment of the party making it, materially adversely affect the benefits to such party or its shareholders intended under this Agreement.

13.6 Arbitration. In the event of disagreement or dispute between the parties, the parties agree to submit such dispute to arbitration. Each party will select an independent arbitrator, who, within twenty (20) days of their joint selection, will name a third arbitrator. The decision of the three arbitrators will be made within twenty (20) days after selection of the third arbitrator. Said decision is binding on both parties for all purposes. Cost of the arbitrators will be borne equally by both parties.

13.7 Notices. All notices or other communications required or permitted under this Agreement will be in writing and will be deemed to be properly given when personally delivered to the party entitled to receive the notice or when sent by certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notice at the address stated below unless a party gives notices to all other parties of a different address:

(i) If to Surviving Corporation:

National GPR Service of Minnesota, Inc.
1301 Larc Industrial Blvd.
Burnsville, MN 55337

(ii) and if to Merged Corporation:

National GPR Service, Inc.
6844 Shagbark Court
Madison, WI 53719

13.8 Governing Law. This Agreement is governed by and construed and enforced in accordance with the internal laws of the State of Minnesota and the State of Wisconsin applicable to contracts made in that State, without giving effect to the conflicts of laws principles thereof.

13.9 No Third Party Rights. This Agreement is not intended and must not be construed to create any rights in any parties other than the Surviving Corporation, the Merged Corporation, and their respective Shareholders, and no other person may assert any rights as third party beneficiary hereunder.

13.10 Non-Waiver. The failure in any one or more instances of a party hereto to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement will not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

13.12 Disclosure Schedule. The Disclosure Schedule attached hereto will be divided into sections corresponding to the sections and subsections of this Agreement. Disclosure of any fact or item in any section of a party's Disclosure Schedule will not, should the existence of the fact or item or its contents be relevant to any other Section of the Disclosure Schedule, be deemed to be disclosed with respect to such other section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

National GPR Service, Inc.

National GPR Service of Minnesota, Inc.

By *Jared Lamp*
Its Vice President

By *Jared Lamp*
Its President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

FEB 25 2013

Mark Ritchie
Secretary of State



Work Item 651665300029
Original File Number 635649500027

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
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02/25/2013 11:59 PM

A handwritten signature in cursive script that reads "Mark Ritchie".

Mark Ritchie
Secretary of State