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(Requestor's Name)

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☐ PICK-UP

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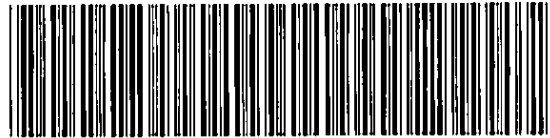
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Menger/CC

JUN 25 2018

I ALBRITTON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 271449 7598947

AUTHORIZATION :

COST LIMIT : \$ 115.00

ORDER DATE : June 22, 2018

ORDER TIME : 3:10 PM

ORDER NO. : 271449-010

CUSTOMER NO: 7598947

ARTICLES OF MERGER

ADAVANCED INSULATIONS
SERVICES, LLC

INTO

BRACE INTEGRATED SERVICES,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Emily Croft

EXAMINER'S INITIALS:

10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Brace Integrated Services, Inc.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Heather King

Contact Person

Duane Morris LLP

Firm/Company

111 S. Calvert Street, Suite 2000

Address

Baltimore, Maryland 21202

City, State and Zip Code

hking@duanemorris.com

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

For further information concerning this matter, please call:

Heather King at (410) 949-2940

Name of Contact Person Area Code Daytime Telephone Number

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CR2E080 (2/14)

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
Advanced Insulation Services, LLC	Florida	Limited Liability Company
Advanced Industrial Services of Florida, LLC	Florida	Limited Liability Company

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>
Brace Integrated Services, Inc.	Kansas	Corporation

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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TALLAHASSEE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

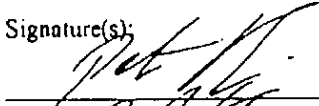
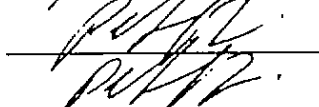
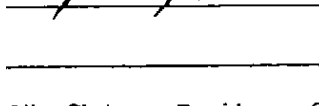
- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Advanced Insulation Services, LLC		Peter Haanschoten
Advanced Industrial Services of Florida, LLC		Peter Haanschoten
Brace Integrated Services, Inc.		Peter Haanschoten

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 an authorized person

<u>Fees:</u>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT AND PLAN OF MERGER
OF
ADVANCED INSULATION SERVICES, LLC
(a Florida limited liability company)
and
ADVANCED INDUSTRIAL SERVICES OF FLORIDA, LLC
(a Florida limited liability company)
into
BRACE INTEGRATED SERVICES, INC.
(a Kansas corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of the 22 day of June, 2018 by and among Advanced Insulation Services, LLC, a Florida limited liability company ("AIS"), Advanced Industrial Services of Florida, LLC, a Florida limited liability company ("AIS of FL", and together with AIS, the "Terminating Companies" and each a "Terminating Company"), and Brace Integrated Services, Inc., a Kansas corporation (the "Surviving Corporation").

WHEREAS, the Surviving Corporation is a Kansas corporation with its registered office located at 2900 SW Wanamaker Drive, Suite 204, Topeka, Kansas 66614;

WHEREAS, the total number of shares of stock which the Surviving Corporation has authority to issue is 1,000 shares of common stock with a par value of \$100.00 per share, of which 170 shares are issued and outstanding;

WHEREAS, AIS is a Florida limited liability company with its registered office located at 1201 Hays Street, Tallahassee, Florida 32301;

WHEREAS, AIS has one class of membership interests authorized to issue, of which 100% are owned by AIS of FL;

WHEREAS, AIS of FL is a Florida limited liability company with its registered office located at 1201 Hays Street, Tallahassee, Florida 32301;

WHEREAS, AIS of FL has one class of membership interests authorized to issue, of which 100% are owned by the Surviving Corporation; and

WHEREAS, the Surviving Corporation and the Terminating Companies and their respective board of directors and/or managers and the sole stockholder and/or sole member thereof declare it advisable and in the best interest of their entities, their stockholders and their sole members, as applicable, that the mergers of the Terminating Companies with and into the Surviving Corporation, as provided herein (the "Mergers") be consummated in accordance with the applicable laws of the State of Kansas and the State of Florida and upon and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and of the mutual agreement of the parties hereto, being thereunto duly approved by resolutions of the directors and sole stockholder of the Surviving Corporation and duly approved by resolutions of the managers and sole members of the Terminating Companies, the Surviving Corporation and the Terminating Companies hereby make, adopt and approve this Agreement and prescribe the terms and conditions of the Mergers and the mode of carrying the Mergers into effect, all as set forth as follows:

1. The Mergers. The Surviving Corporation and each Terminating Company shall merge with and into a single corporation, which shall be the Surviving Corporation, pursuant to the provisions of the Kansas Business Entity Transactions Act (the "Kansas Act") and the Florida Revised Limited Liability Company Act (the "Florida Act").

2. Effective Time of Mergers. Subject to the terms and conditions of this Agreement, the Mergers shall become effective upon the acceptance by the Secretary of State of the State of Kansas of the Certificate of Merger pursuant to the Kansas Act (the "Effective Time").

3. Surviving Entity. At the Effective Time, the existence of each Terminating Company shall be merged with and into the Surviving Corporation in accordance with the Kansas Act and the Florida Act and the separate existence of each Terminating Company shall cease in accordance with the provisions of the Florida Act. At the Effective Time, the Surviving Corporation shall continue to be a Kansas corporation, which shall continue in existence and conduct business under the name Brace Integrated Services, Inc.

4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation as in force and effect at the Effective Time shall continue to be the Articles of Incorporation of the Surviving Corporation and the Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Kansas Act.

5. Bylaws. The present bylaws (the "Bylaws") of the Surviving Corporation as in effect immediately prior to the Effective Time shall constitute and shall continue to be the Bylaws of the Surviving Corporation until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Kansas Act.

6. Directors and Officers. The directors and officers of the Surviving Corporation at the Effective Time shall be the directors and officers of the Surviving Corporation, each of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws.

7. Ownership Interests. The issued and outstanding membership interests of each Terminating Company will be cancelled. The issued shares of the Surviving Corporation shall not be converted or exchanged in any manner, but each share which is issued as of the Effective Time shall continue to represent one issued share of the Surviving Corporation.

8. Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any other act are necessary or desirable to carry out the purposes of this Agreement, the parties hereto agree that they will do any and all acts and things, and make, execute, deliver, file and record, any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect, any of the provisions of this Agreement or of the Mergers herein provided.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall be considered one and the same agreement.

(Signatures contained on next page)

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the Surviving Corporation and each Terminating Company as of the date set forth above.

BRACE INTEGRATED SERVICES, INC.

By: 
Peter Haanschoten, Chief Financial Officer

ADVANCED INSULATION SERVICES, I.L.C

By: 
Peter Haanschoten, Chief Financial Officer

ADVANCED INDUSTRIAL SERVICES OF FLORIDA, I.LC

By: 
Peter Haanschoten, Chief Financial Officer