

F13000004851

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

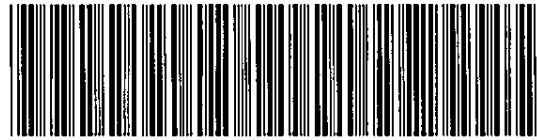
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700254349067

*Merge*

EFFECTIVE DATE  
1-1-14

RECEIVED  
13 DEC 17 AM 11:18  
DIVISION OF CORPORATIONS

FILED  
2013 DEC 17 PM 12:34  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

*DR*  
*12/18/13*

**FLORIDA FILING & SEARCH SERVICES, INC.**

**P.O. BOX 10662 TALLAHASSEE, FL 32302**

**155 Office Plaza Dr Ste A Tallahassee FL 32301**

**PHONE: (800) 435-9371; FAX: (866) 860-8395**

---

**DATE: 12/17/13**

**NAME: SYSTECH INTERNATIONAL, LLC**

**TYPE OF FILING: MERGER**

**COST: 95.00**

**RETURN: PLAIN COPY PLEASE**

---

**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

---

EFFECTIVE DATE  
1-1-14

FILED

2013 DEC 17 PM 12:34

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Systech International, LLC	Florida	LLC
Environmental Systems Products, Inc.	Delaware	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>
Opus Inspection, Inc.	Delaware	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, 608, 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:

January 1, 2014

**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:

7 Kripes Road, East Granby, CT 06026

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

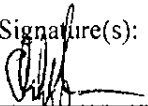


a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 7 Kripes Road, East Granby, CT 06026

Mailing address: 7 Kripes Road, East Granby, CT 06026

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Systech International, LLC		Lothar Geilen
Environmental Systems Products, Inc.		Lothar Geilen
Opus Inspection, Inc.		Lothar Geilen

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:**

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

**Certified Copy (optional):** \$30.00

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of December 13, 2013, between SYSTECH INTERNATIONAL, LLC, a Florida limited liability company ("Systech") ENVIRONMENTAL SYSTEMS PRODUCTS, INC., a Delaware corporation, a Delaware corporation ("ESP"), and OPUS INSPECTION, INC., a Delaware corporation ("Acquiring Corporation"). Systech and ESP are collectively referred to herein as the "Subsidiaries." Systech, ESP and Acquiring Corporation are collectively referred to herein as the "Constituent Companies."

WHEREAS, Acquiring Corporation holds all of the outstanding capital stock of ESP; and

WHEREAS, Acquiring Corporation holds all of the membership interests of Systech; and

NOW THEREFORE, each of Systech, ESP and Acquiring Corporation agree as follows:

### **ARTICLE 1 - MERGER**

**1.1 Merger.** As of the Effective Time (as defined below in Section 1.2), each of the Subsidiaries shall be merged with the Acquiring Corporation pursuant to the terms and conditions set forth in this Agreement (the "Merger"), at which time the Acquiring Corporation shall continue as the surviving corporation (the "Surviving Corporation"), and the separate existence of each of the Subsidiaries shall cease.

**1.2 Effective Time.** As soon as practical after satisfaction or waiver of all conditions to the Merger, the Articles of Merger, Certificate of Merger and all other requisite filings with respect to the Merger (collectively, the "Merger Filings") shall be filed and recorded in accordance with Delaware and Florida law. The Articles of Merger shall be filed the Delaware Secretary of State and shall specify an effective time of January 1, 2014, unless another effective time is agreed by each of the Constituent Companies and specified in the Articles of Merger.

**1.3 Articles of Incorporation.** The Articles of Incorporation of the Acquiring Corporation in effect immediately before the Effective Time shall become the Surviving Corporation's Articles of Incorporation, without further alteration or amendment.

**1.4 Bylaws.** The Bylaws of the Acquiring Corporation in effect immediately before the Effective Time shall be the Bylaws of the Surviving Corporation, without further alteration or amendment.

**1.5 Corporate Organization.** As the Surviving Corporation, the Acquiring Corporation's separate corporate existence, with all its purposes, objects, rights, privileges, powers, certificates, and franchises, shall continue unimpaired by the Merger. The Surviving Corporation shall succeed to all the rights, properties and assets of each of the Subsidiaries and to all the debts, choses in action, and other interests due or belonging to each of the Subsidiaries and shall be

subject to and responsible for all of the debts, liabilities, and duties of each of the Subsidiaries consistent with applicable law.

**1.6 Directors and Officers.** From and after the Effective Time, until successors are elected or appointed, the directors and officers of the Acquiring Corporation shall continue to hold the same offices in their capacities as directors and officers of the Surviving Corporation. As of the Effective Date, the officers and directors of the Surviving Corporation shall be as follows:

Directors

Magnus Greko  
Lothar Geilen

Officers

President:	Lothar Geilen
Chief Executive Officer:	Lothar Geilen
Treasurer:	Jeff Bagley
Secretary:	Karen Boone

## ARTICLE 2 - CONVERSION OF OWNERSHIP INTERESTS

**2.1 Issued and Outstanding Shares and Interests.** On the date of this Agreement, the authorized capital stock of the Acquiring Corporation consists of 3,000 authorized shares, par value \$0.01 per share, of which 1,000 shares are issued and outstanding. On the date of this Agreement, the authorized capital stock of ESP consists of (a) 20,000 shares of common stock, par value \$1.00 per share, of which 19,000 shares have been designated as Class A Common Stock, 450 shares of which are issued and outstanding, and 1,000 shares have been designated as Class B Non-Voting Common Stock, none of which are outstanding, (b) 10,000 shares of preferred stock, par value \$1.00 per share, of which 550 shares have been designated as 15% Preferred Convertible Stock, all of which are issued and outstanding, and 9,450 shares have been designated as PIK Preferred Stock, none of which are outstanding, and (c) 5,000 shares of preferred stock, par value \$100.00 per share, which have been designated as Class B Preferred Stock, none of which are outstanding. The Acquiring Corporation holds all of the issued and outstanding common stock and preferred stock of ESP and the Acquiring Corporation is the only shareholder of ESP entitled to vote for matters submitted to a vote of the shareholders of ESP. On the date of this Agreement, the Acquiring Corporation holds 100% of the membership interests of Systech and the Acquiring Corporation is the only Member entitled to vote for matters submitted to a vote of the Members of Systech.

**2.2 Conversion.** As of the Effective Time each share of the common stock of the Acquiring Corporation outstanding immediately before the Effective Time shall be converted into ten (10) shares of common stock of the Surviving Corporation, par value \$0.01 per share. As of the Effective Time, each share of the common stock of the ESP outstanding immediately before the Effective Time shall be canceled and retired and cease to exist, and each share of ESP Preferred Stock issued and outstanding immediately prior to the Effective Time shall be canceled and retired and cease to exist. As of the Effective Time, all of the issued and outstanding membership interests of Systech shall be canceled and retired and cease to exist. As a result, subsequent to the Merger, the authorized capital stock of the Surviving Corporation shall consist of 20,000 authorized shares of common stock, par value \$0.01 per share, of which 10,000 shares shall be issued and outstanding in the name of Opus Group AB.

### **ARTICLE III - CONDITIONS**

#### **3.1 Conditions to Each Party's Obligation to Effect the Merger.**

**3.1.1** The obligation of each Constituent Company to effect the Merger shall be subject to obtaining approval of this Agreement from the shareholders and directors or members, as applicable, on or before the Effective Time, in accordance with the provisions of applicable law.

**3.1.2** There shall not (i) be any statute, rule, or regulation promulgated, enacted, or deemed applicable making it illegal for Acquiring Corporation to consummate the Merger; nor (ii) be any order, judgment, decree, or ruling by any foreign or domestic court or governmental body enjoining Acquiring Corporation from consummating the Merger.

### **ARTICLE IV - TERMINATION**

**4.1 Termination.** This Agreement may be terminated and the Merger abandoned (notwithstanding any approval of each or any of the Constituent Companies) before the Effective Time (i) by written consent of the Board of Directors of ESP and the Acquiring Corporation's Board of Directors and the General Manager of Systech, or (ii) by any of the Constituent Companies if any statute, rule, or regulation is promulgated, enacted, or deemed applicable that makes it illegal for any one of the Constituent Companies to consummate the Merger or if any domestic or foreign court or governmental body issues any order, judgment, decree, or ruling enjoining a Constituent Company or any affiliate of a Constituent Company from consummating the Merger and the order, judgment, decree, or ruling has become final and non-appealable.

**4.2 Effect of Termination.** Upon its termination, this Agreement shall become void and have no further effect.

### **ARTICLE V - MISCELLANEOUS**

**5.1 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original; and this Agreement shall become effective when one or more counterparts have been signed by each party and delivered to the other party.

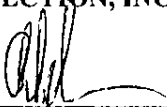
**5.2 Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, arrangements, negotiations, and understandings relating to the subject matter of this Agreement. This Agreement shall be governed by Delaware law.

**[Signatures on following page]**

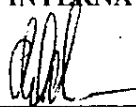


Each of the Constituent Companies has signed this Agreement effective as of the Effective Time.

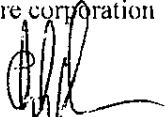
**OPUS INSPECTION, INC.,**

By:   
Name: Lothar Geilen  
Title: President

**SYSTECH INTERNATIONAL, LLC,**

By:   
Name: Lothar Geilen  
Title: Managing Member

**ENVIRONMENTAL SYSTEMS PRODUCTS, INC.,**  
a Delaware corporation

By:   
Name: Lothar Geilen  
Title: President