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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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☐ MAIL

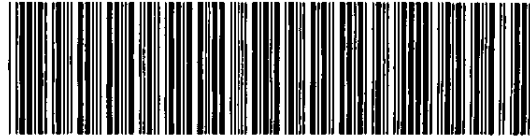
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2015 AUG 28 PM 4:20
CLERK OF STATE
TALLAHASSEE, FLORIDA

AUG 31 2015
A RAMSEY

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OF COUNSEL
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August 27, 2015

VIA FEDERAL EXPRESS
TRACK #774379926111

Florida Department of State
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301-5020

Re: U.S. Standard Products Corp., a New Jersey corporation

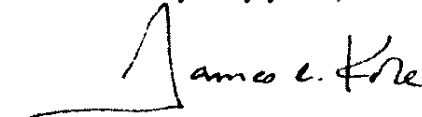
Ladies and Gentlemen:

The enclosed Articles of Merger and our check in the sum of \$113.75, made payable to your office, are submitted for filing. Please return all correspondence concerning this matter to the undersigned. Kindly return evidence of filing together with a certified copy of the application to the undersigned at the above address as soon as practicable.

For future annual report notification purposes, please use the following e-mail address: ckennedy@usstandardproducts.com. For further information regarding this matter, please call the undersigned at the above telephone number.

Thank you for your attention to this matter.

Very truly yours,



James A. Kole

/emm

Enclosures (2)

cc: Mr. Joseph Rubach (w/encs.)

ARTICLES OF MERGER

(Profit Corporations)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
U.S. STANDARD PRODUCTS CORP.	New Jersey	0400669299

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
RUBACHEM SYSTEMS, INC.	New Jersey	0100717996
INNOVATIVE PROSPECTS COMPANY, LLC	Florida	L05000029849

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)**

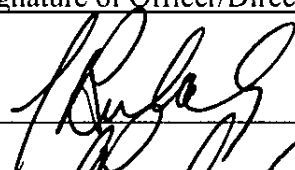
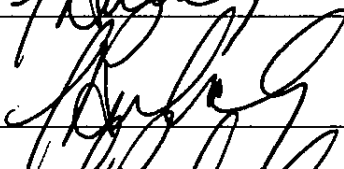
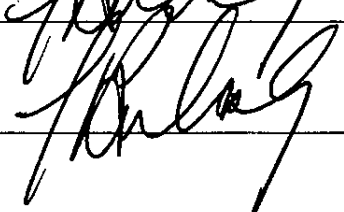
The Plan of Merger was adopted by the shareholders of the surviving corporation on July 1, 2015.

Sixth: Adoption of Merger by **merging** corporation(s) **(Complete Only One Statement)**

The Plan of Merger was adopted by the shareholders of the merging corporations on July 1, 2015.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of Officer/Director</u>	<u>Name and Title</u>
U.S. Standard Products Corp.		Joseph Rubach President
Rubachem Systems, Inc.		Joseph Rubach President
Innovative Prospects Company, LLC		Joseph Rubach, Managing Member

AGREEMENT AND PLAN OF MERGER

U.S. STANDARD PRODUCTS CORP. RUBACHEM SYSTEMS, INC. INNOVATIVE PROSPECTS COMPANY, LLC

This Agreement and Plan of Merger (the "*Agreement*") is dated as of July 1, 2015, by and among **U.S. STANDARD PRODUCTS CORP.**, a New Jersey corporation ("*USP*"), **RUBACHEM SYSTEMS, INC.**, a New Jersey corporation ("*RCS*"), and **INNOVATIVE PROSPECTS COMPANY, LLC**, a Florida limited liability company ("*IPC*"). *RCS* and *IPC* are sometimes referred to herein as the "*Constituent Companies*."

WHEREAS, *USP* and *RCS* are corporations duly organized and existing under the laws of the State of New Jersey, and *IPC* is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, *USP*, *RCS* and *IPC* have identical ownership interests (shareholder or member, as the case may be).

WHEREAS, the Board of Directors of each of the *Constituent Companies* have determined that it is advisable and in their companies' best interests for *RCS* and *IPC* to be merged with and into *USP*, with *USP* being the surviving corporation, on the terms and conditions set forth herein. *USP*, as it will exist following the Merger, is sometimes hereinafter referred to as the "*Surviving Corporation*."

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect, as follows:

1. APPROVAL OF MERGER.

(a) This Agreement was advised, authorized and approved by the *USP* Board of Directors in accordance with the New Jersey Business Corporation Act and the *USP* articles of incorporation; and approved by unanimous vote of the shareholders of *USP*.

(b) This Agreement was advised, authorized and approved by the *RCS* Board of Directors in accordance with the New Jersey Business Corporation Act and the *RCS* articles of incorporation; and approved by unanimous vote of the shareholders of *RCS*.

(c) This Agreement was advised, authorized and approved by the *IPC* Board of Directors in accordance with the Florida Business Corporation Act and the *IPC* articles of formation; and approved by unanimous vote of the members of *IPC*.

2. MERGER. At the Effective Date (as defined below) of the Merger, the separate existence of RCS and IPC shall cease, and RCS and IPC shall be merged with and into USP (the "Merger"), which shall continue its corporate existence and be the corporation surviving the Merger. The identity, existence, rights, privileges, powers, franchises, properties and assets of USP shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Corporation. At the Effective Date, the identity and separate existence of RCS and IPC, except insofar as continued by statute, shall cease, and all of the rights, privileges, powers, franchises, properties and assets of RCS and IPC shall be vested in the Surviving Corporation.

3. EFFECTIVE DATE. The Constituent Companies shall file articles of merger with the New Jersey and Florida Departments of State with respect to the Merger, as required by applicable state law, and the Merger shall become effective upon the filing of such articles of merger (the "Effective Date"), in accordance with applicable law of the respective states.

4. ASSETS AND LIABILITIES. On the Effective Date of the Merger, all property, real, personal and mixed, and all debts due to either of the Constituent Companies on whatever account, as well for stock subscriptions as all other choses in action, and all and every other interest of or belonging to either of Constituent Companies shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property and every other interest shall be as effectually the property of the Surviving Corporation as it was of the respective Constituent Companies, and the title to any real estate or any interest, whether vested by deed or otherwise, in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Companies shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be submitted in place of either of the Constituent Companies. The parties respectively agree that from time to time, when requested by the Surviving Corporation, or by its successors or assigns, they will execute and deliver, or cause to be executed and delivered, all deeds and instruments, and will take, or cause to be taken, all further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this Agreement.

5. TERMS OF MERGER. The terms and conditions of the Merger are as follows:

(a) The name of the Surviving Corporation, following the Effective Date of the Merger, shall be and remain "U.S. Standard Products Corp."

(b) The principal place of business of the Surviving Corporation, following the Effective Date of the Merger, shall be and remain 41 Honeck Street, Englewood, N.J. 07631. The name of the registered agent, following the Effective Date of the Merger, shall be and remain as set forth in article second of the certificate of incorporation of the Surviving Corporation.

(c) From and after the Effective Date, USP, as it will exist following the Merger, shall continue to be governed by the laws of the State of New Jersey.

(d) As of the Effective Date, the Articles of Incorporation of USP ("*Articles*") shall be and remain the Articles of the Surviving Corporation.

(e) As of the Effective Date, the Bylaws of USP ("*Bylaws*") shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed as therein provided.

(f) From and after the Effective Date, the directors and officers of the Surviving Corporation shall be the current directors and officers of USP holding office immediately prior to the Effective Date, who shall hold office subject to and in accordance with the Bylaws of the Surviving Corporation.

(g) From and after the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of a public, as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

(h) The proper officers and directors of the Constituent Corporations shall execute and deliver all such documents and take all such actions as may be necessary or advisable, or as may be requested by the Surviving Corporation from time to time, in order to vest fully all the property rights of the Constituent Corporations in the Surviving Corporation and otherwise carry out the intent of this Agreement and the transactions contemplated hereby, including, without limitation, winding-up the business of each of the Constituent Corporations prior to the Effective Date, to the extent necessary or desirable.

(i) The Surviving Corporation hereby consents that it may be sued and served with process in the States of New Jersey and Florida, as applicable (i) in any action or special proceeding for the enforcement of any liability or obligation of RCS or IPC; or (ii) with respect to any property transferred or conveyed to it, or with respect to the use made of such property, or any transaction in connection therewith.

(j) Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by the mutual consent of the parties hereto, evidenced by appropriate resolutions of their respective Boards of Directors, at any time prior to filing of articles of merger.

(k) The interpretation and enforcement of this Agreement shall be governed by the laws of the State of New Jersey.

6. **FILINGS.** The officers and directors of USP, RCS and IPC shall execute and consummate the Plan. In addition to the filing of the final income tax and franchise tax returns of RCS and IPC, the officers and directors of USP, RCS and IPC shall execute and file all other tax returns, certificates, documents, and information required to be filed by reason of the Merger, and shall have power to adopt all resolutions, execute all documents, and file all papers, and take all action they deem necessary or desirable for the complete merger of RCS and IPC into USP.

7. **TAX-FREE REORGANIZATION.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986.

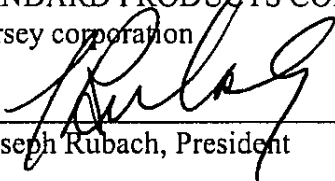
8. **GOVERNING LAW.** This Agreement is governed by and shall be construed in accordance with the law of the State of New Jersey.

9. **COUNTERPARTS.** For the convenience of the parties and to facilitate the filing or recording of this Agreement, any number of counterparts may be executed and each executed counterpart shall be deemed to be an original instrument with the same effect as if all signing parties had signed the same instrument.

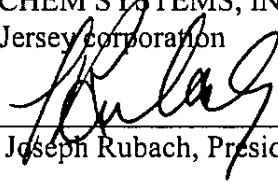
[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of USP, RCS and IPC have executed this Agreement as of the date set forth above.

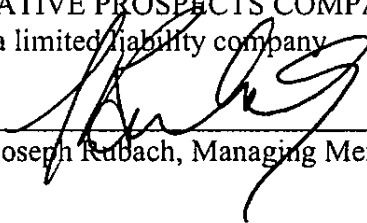
U.S. STANDARD PRODUCTS CORP.
a New Jersey corporation

By: 
Joseph Rubach, President

RUBACHEM SYSTEMS, INC.
a New Jersey corporation

By: 
Joseph Rubach, President

INNOVATIVE PROSPECTS COMPANY, LLC
a Florida limited liability company

By: 
Joseph Rubach, Managing Member

[Signature Page to Agreement and Plan of Merger dated as of July 1, 2015]