

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H17000188873 3)))



H170001888733A5CA

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

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

From:
Account Name : SHUTTS & BOWEN, LLP
Account Number : 076447000313
Phone : (305) 358-6300
Fax Number : (305) 347-7750

merger
JUL 20 2017
R. White

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: rbagatell@shutts.com

**MERGER OR SHARE EXCHANGE
VERSA INTEGRITY GROUP, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$78.75

eff. 7/31

H17000188873 3

17 JUL 19 2017

**STATE OF FLORIDA
ARTICLES OF MERGER
OF
DOMESTIC CORPORATION
INTO FOREIGN CORPORATION**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "Act"), pursuant to Section 607.1105, F.S.

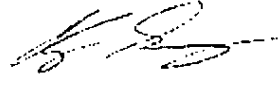
- FIRST:** The name and jurisdiction of the surviving corporation is: VERSA INTEGRITY GROUP, INC., a Delaware corporation (the "Surviving Corporation").
- SECOND:** The name and jurisdiction of the merging corporation is: VERSA INTEGRITY GROUP OF FLORIDA, INC., a Florida corporation (the "Merged Corporation").
- THIRD:** The Agreement and Plan of Merger (the "Plan") is attached hereto as Exhibit A.
- FOURTH:** The merger shall become effective on July 31, 2017.
- FIFTH:** The Plan was approved and adopted by the board of directors and the stockholders of the Surviving Corporation as of July 17, 2017, in accordance with the requirements of Section 607.1101 of the Act.
- SIXTH:** The Plan was approved and adopted by the board of directors and the stockholders of the Merged Corporation as of July 17, 2017, in accordance with the requirements of Section 607.1101 of the Act.

[Signature Page Follows]

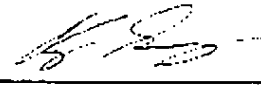
H17000188873 3

IN WITNESS WHEREOF, the undersigned officers of the Surviving Corporation and the Merged Corporation declare that the facts herein stated are true as of July 17, 2017.

VERSA INTEGRITY GROUP, INC.,
a Delaware corporation

By: 
Name: Clay L. Savoy
Title: Chief Executive Officer & Director

VERSA INTEGRITY GROUP OF FLORIDA, INC.,
a Florida corporation

By: 
Name: Clay L. Savoy
Title: Chief Executive Officer & Director

H17000188873 3

EXHIBIT A
PLAN OF MERGER

H17000188873 3

AGREEMENT AND PLAN OF MERGER

BETWEEN

VERSA INTEGRITY GROUP, INC.
a Delaware corporation

AND

VERSA INTEGRITY GROUP OF FLORIDA, INC.
a Florida corporation

This AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), dated as of July 17, 2017 is made by and between Versa Integrity Group, Inc., a Delaware corporation (the "**Parent Company**"), and Versa Integrity Group of Florida, Inc., a Florida corporation (the "**Subsidiary**").

In consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the Florida Business Corporation Act (the "**FBCA**") and the Delaware General Corporation Law (the "**DGCL**"), the parties hereto have agreed and covenanted, and do hereby agree and covenant as follows:

ARTICLE I TERMS AND CONDITIONS OF MERGER; EFFECTIVE TIME

1.1 *Terms and Conditions of Merger.* Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), the Subsidiary shall be merged with and into the Parent Company whereupon the separate existence of the Subsidiary shall cease (the "**Merger**"). The Parent Company shall be the surviving corporation (sometimes, the "**Surviving Corporation**") in the Merger and shall continue to be governed by the laws of the State of Delaware. The Merger shall have the effects specified in the FBCA and in the DGCL and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Subsidiary, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Subsidiary, including, without limitation, all outstanding indebtedness of the Subsidiary.

1.2 *Effective Time.* The date and hour on which the Merger occurs and becomes effective is hereinafter referred to as the "**Effective Time**." The Merger shall be effective as of July 31, 2017, regardless of the time of filing of the Articles of Merger with the Florida Department of State pursuant to Section 607.1109 of the FBCA (the "**Articles of Merger**") or the filing of the Certificate of Merger with the Delaware Department of State pursuant to Section 252(c) of the DGCL (the "**Certificate of Merger**"), which filings shall take place as soon as practicable following the approval of this Agreement by the Parent Company and the Subsidiary.

H17000188873 3

ARTICLE II
CERTIFICATE OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

2.1 *The Certificate of Incorporation.* The certificate of incorporation of the Parent Company in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation, as amended on February 24, 2014, until amended in accordance with the provisions provided therein or applicable law.

2.2 *The Bylaws.* The Amended and Restated bylaws of the Parent Company in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

ARTICLE III
OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1 *Officers.* The officers of the Parent Company immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

3.2 *Directors.* The directors of the Parent Company immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE IV
STOCK AND STOCK CERTIFICATES

4.1 *Effect of Merger on Subsidiary Stock.* At the Effective Time, as a result of the Merger and without any action on the part of the Subsidiary, the Parent Company, or any stockholder, all stock of the Subsidiary shall be automatically cancelled and retired and shall cease to exist.

4.2 *Effect of Merger on Parent Company Stock.* The Merger shall have no effect on the authorized, issued, and outstanding stock of the Parent Company, which shall remain held by the Parent Company and/or issued to the existing shareholders exactly as it was before the Effective Time.

ARTICLE V
MISCELLANEOUS AND GENERAL

5.1 *Modification or Amendment.* Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement.

5.2 *Counterparts.* This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

H17000188873 3

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

5.4 *No Third Party Beneficiaries.* This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5.5 *Severability.* The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

5.6 *Headings.* The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

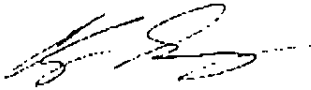
[Signature Page Follows]

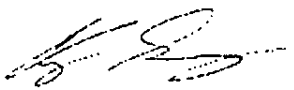
H17000188873 3

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

VERSA INTEGRITY GROUP, INC.,
a Delaware corporation

**VERSA INTEGRITY GROUP OF
FLORIDA, INC.**,
a Florida corporation

By: 
Name: Clay L. Savoy
Title: Chief Executive Officer & Director

By: 
Name: Clay L. Savoy
Title: Chief Executive Officer & Director