

F21831

Florida Department of State
Division of Corporations
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To: Division of Corporations
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OCT 01 2018

**MERGER OR SHARE EXCHANGE
ROYCE LABORATORIES, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

Merger

RECEIVED

2018 OCT 31 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLES OF MERGER

(Profit Corporations)

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> (If known/ applicable)
Royce Laboratories, Inc.	Florida	F21831

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Royce Research Group, Inc.	Florida	S84020

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 10/30/2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 10/30/2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
 18 OCT 31 AM 11:48
 DEPARTMENT OF STATE
 TREASURY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 30 day of October, 2018, by and between Royce Research Group, Inc., a Florida corporation ("RESEARCH") and Royce Laboratories, Inc., a Florida corporation ("LABS").

WITNESSETH:

WHEREAS, RESEARCH is a wholly owned subsidiary of LABS; and

WHEREAS, the Board of Directors of RESEARCH and the Board of Directors of LABS deem it advisable and in the best interests of their respective companies, shareholders and members to have RESEARCH merge with and into LABS pursuant to this Agreement and the applicable provisions of the laws of the State of Florida (such transaction being hereinafter referred to as the "Merger"); and the Board of Directors and Sole Shareholder of RESEARCH and the Board of Directors and Sole Shareholder of LABS have approved this Agreement and the Merger contemplated hereby.

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

ARTICLE 1 THE MERGER

On the Effective Date of the Merger (as herein defined) and in accordance with the laws of the State of Florida, RESEARCH shall merge with and into LABS, with LABS being the company surviving the Merger (hereinafter sometimes referred to as the "Surviving Company") as a corporation organized and existing under the laws of the State of Florida.

ARTICLE 2 EFFECTIVE DATE

Articles of Merger executed in accordance with the laws of the State of Florida shall be filed with the Secretary of State of the State of Florida. The Merger shall become effective on the filing of the Articles of Merger relating to the Merger with the Secretary of State of the State of Florida (such date hereinafter sometimes referred to as the "Effective Date of the Merger").

ARTICLE 3 CERTAIN RESULTS OF THE MERGER

(a) Succession by Surviving Company. Upon the Merger becoming effective and by virtue thereof:

(i) The separate corporate existence of RESEARCH and LABS shall cease and RESEARCH and LABS shall become and be a single entity, with LABS as the Surviving Company.

(ii) Except as herein specifically set forth, the identity, existence, purposes, rights, privileges, immunities, powers and authority of LABS shall continue in effect and be unimpaired by the Merger.

(iii) LABS, as the Surviving Company, shall, in addition to all rights, privileges, powers, immunities and properties vested in it prior to the Merger, succeed to and possess as a result of the Merger all rights, privileges, powers, immunities, franchises, properties (whether real, personal or mixed, tangible or intangible) and assets of RESEARCH and such rights, privileges, powers, immunities, franchises, properties and assets shall be vested in LABS without further act or deed.

(iv) All rights of creditors and all liens upon, or security interests in, any property of RESEARCH shall be preserved unimpaired; LABS as the Surviving Company shall be subject to all of the debts, liabilities and obligations existing prior to the Merger with respect to it and RESEARCH and all of the debts, liabilities and obligations of RESEARCH shall thereafter attach to and be assumed by the Surviving Company to the same extent as if said debts, liabilities and obligations had originally been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any debt, liability or obligation or the lien of any indenture, agreement or other instrument executed or assumed prior to the Merger.

(b) Articles of Organization, Operating Agreement and Officers and Managers of Surviving Company. Upon the Merger becoming effective:

(i) The Articles of Organization of LABS as in effect immediately prior to the Merger becoming effective shall be the Articles of Organization of the Surviving Company.

(ii) The Operating Agreement of LABS in effect immediately prior to the Merger becoming effective shall be the Operating Agreement of the Surviving Company until amended in the manner provided by law, the Articles of Organization of the Surviving Company and/or said Operating Agreement.

(iii) The officers and managers of LABS immediately prior to the Merger becoming effective shall continue as the officers and managers of the Surviving Company for the full unexpired terms of their respective offices or until their respective successors have been duly elected or appointed and qualified.

ARTICLE 4
CONVERSION AND EXCHANGE OF SHARES
UPON THE EFFECTIVE DATE OF THE MERGER

(a) Cancellation of RESEARCH's Shares. Upon the Effective Date of the Merger, each share of RESEARCH's capital stock which is issued and outstanding immediately prior to the Effective Date of the Merger, shall be canceled and retired.

ARTICLE 5
MISCELLANEOUS

(a) Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

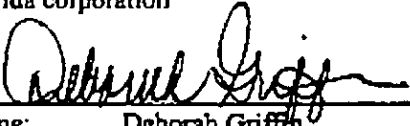
(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the respective laws of the State of Delaware.

(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed on their behalf as of the date first written above.

ROYCE RESEARCH GROUP, INC., a
Florida corporation

By: 
Name: Deborah Griffin
Title: Sr. Vice President

ROYCE LABORATORIES, INC., a
Florida corporation

By: _____
Name: Brian Shanahan
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed on their behalf as of the date first written above.

ROYCE RESEARCH GROUP, INC., a
Florida corporation

By: _____
Name: Deborah Griffin
Title: Sr. Vice President

ROYCE LABORATORIES, INC., a
Florida corporation

By: 
Name: Brian Shanahan
Title: Secretary