



THE UNITED STATES
CORPORATION
COMPANY

FILE 2ND
J15059

ACCOUNT NO. : 072100000032

REFERENCE : 871024 7133468

AUTHORIZATION :

COST LIMIT : \$ PPD

FILED
98 JUN 29 PM 4:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : June 25, 1998

ORDER TIME : 2:49 PM

ORDER NO. : 871024-015

CUSTOMER NO: 7133468

CUSTOMER: Ms. Kim Tackett
Kane And Koltun
Suite 106
1061 Maitland Center Commons
Maitland, FL 32751

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-06/30/98--01002--008
***105.00 ***105.00

ARTICLES OF MERGER

INDUSTRIAL PLANNERS GROUP,
INC.

INTO

QUALTEST, INC.

Effective
7-1-98

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Cassandra Bryant

EXAMINER'S INITIALS: CC

RECEIVED
98 JUN 29 PM 3:23
DIVISION OF CORPORATION

6-30-98
Merger

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

INDUSTRIAL PLANNERS GROUP, INC., a Kansas corporation, P02507

INTO

QUALTEST, INCORPORATED, a Florida corporation, J15059.

File date: June 29, 1998 , effective July 1, 1998

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
MERGING
INDUSTRIAL PLANNERS GROUP, INC.
WITH AND INTO
QUALTEST, INC.

FILED
98 JUN 29 PM 4:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned, on behalf of the corporations listed below, hereby adopt the following Articles of Merger:

ARTICLE I - PLAN OF MERGER

The Agreement and Plan of Merger of Industrial Planners Group, Inc., a Kansas corporation, with and into Qualtest, Inc., a Florida corporation, with Qualtest, Inc. being the surviving corporation, is attached to these Articles of Merger as Exhibit "A."

ARTICLE II - EFFECTIVE DATE OF MERGER

The effective date of the merger of Industrial Planners Group, Inc. with and into Qualtest, Inc. shall be July 1, 1998.

ARTICLE III - ADOPTION OF PLAN OF MERGER

The Agreement and Plan of Merger was approved by the shareholders and directors of Industrial Planners Group, Inc. by written consents dated June 13, 1998. The Agreement and Plan of Merger was approved by the shareholders and directors of Qualtest, Inc. by written consents dated June 13, 1998.

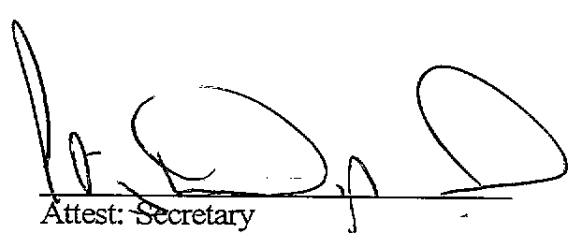
Dated this 13 day of June, 1998.

INDUSTRIAL PLANNERS GROUP, INC.

By: 

Fritz Depenthal, President

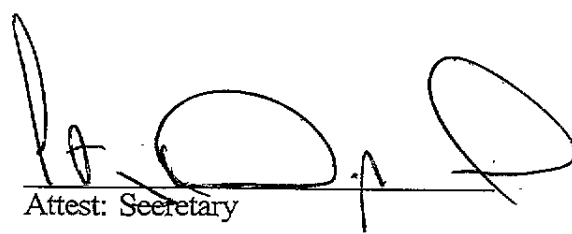
Effective
7-1-98


Attest: Secretary

QUALTEST, INC.

By: 

Fritz Depenthal, President


Attest: Secretary

AGREEMENT AND PLAN OF MERGER

OF

INDUSTRIAL PLANNERS GROUP, INC.
(a Kansas corporation)

AND

QUALTEST, INC.
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 23rd day of June, 1998, by and between INDUSTRIAL PLANNERS GROUP, INC., a Kansas corporation ("IPG"), and QUALTEST, INC., a Florida corporation ("Qualtest").

WHEREAS, IPG is a corporation organized under the laws of the State of Kansas, with its registered office located at Post Office Box 25585, 9401 Indian Creek Parkway, Suite 1050, Johnson County, Overland Park, Kansas 66225; and

WHEREAS, the total number of shares of stock which IPG has authority to issue is ten thousand (10,000), all of which are of one class of stock with a par value of one dollar (\$1.00) per share; and

WHEREAS, Qualtest is a corporation organized under the laws of the State of Florida, with its principal place of business located at 5325 Old Winter Garden Road, Orlando, Florida 32811; and

WHEREAS, the total number of shares of stock which Qualtest has authority to issue is fifty thousand (50,000), all of which are of one class of stock with a par value of ten cents (\$.10) per share; and

WHEREAS, pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act and Kansas General Corporation Code, IPG and Qualtest will enter into a transaction in which IPG will merge with and into Qualtest (the "Merger"); and

WHEREAS, the Kansas General Corporation Code permits a merger of a business corporation of the State of Kansas with and into a business corporation of another jurisdiction; and

WHEREAS, the Florida Business Corporation Act permits a merger of a business corporation of the State of Florida with and into a business corporation of another jurisdiction; and

WHEREAS, the Board of Directors of IPG has determined that the Merger is consistent with and in furtherance of the long term business strategy of IPG and is fair to, and in the best interests of, IPG and the holders of the common stock of IPG; and

WHEREAS, on June 23, 1998, the Board of Directors of IPG approved and adopted this Agreement and the Merger and recommended approval and adoption of the Agreement and the Merger by the shareholders of IPG; and

WHEREAS, on June 23, 1998, the shareholders of IPG approved and adopted this Agreement and the Merger; and

WHEREAS, the Board of Directors of Qualtest has determined that the Merger is consistent with and in furtherance of the long term business strategy of Qualtest and is fair to, and in the best interests of, Qualtest and the holders of the common stock of Qualtest; and

WHEREAS, on June 23, 1998, the Board of Directors of Qualtest approved and adopted this Agreement and the Merger and recommended approval and adoption of the Agreement and the Merger by the shareholders of Qualtest; and

WHEREAS, on June 23, 1998, the shareholders of Qualtest approved and adopted this Agreement and the Merger; and

WHEREAS, for Federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties hereby agree as follows:

1. Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the provisions of the Kansas General Corporation Code and the Florida Business Corporation Act, IPG shall be merged with and into Qualtest. As of the effective date of the Merger, the separate corporate existence of IPG shall cease and Qualtest shall continue as the surviving corporation under its present name pursuant to the provisions of the Florida Business Corporation Act.

2. Effective Date of Merger. The effective date of the Merger shall be July 1, 1998. As soon as practical following the execution of the Agreement, the parties shall cause Articles of Merger to be filed with the Secretary of State of the State of Florida and shall take such other action as may be necessary to consummate the merger of IPG with and into Qualtest.

3. Effect of Merger. Upon the effective date of the Merger as set forth in paragraph 2 above, the following shall occur by operation of law:

(a) IPG shall merge into Qualtest and the separate existence of IPG shall cease, and Qualtest shall be the surviving corporation.

(b) The title to all real estate and other property (whether tangible or intangible) owned by IPG, or any interest therein, shall be vested in Qualtest as the surviving corporation, without reversion or impairment.

(c) Qualtest, as the surviving corporation, shall, from the effective date of the Merger, be responsible and liable for all the liabilities and obligations of IPG.

(d) Any claim existing or action or proceeding pending by or against IPG or Qualtest may be continued as if the Merger did not occur, or Qualtest, as the surviving corporation, may be substituted in the proceeding for and on behalf of IPG.

(e) Neither the rights of creditors nor any liens upon the property of IPG or Qualtest shall be impaired by the Merger. The shares of stock of IPG are converted into shares of stock of Qualtest, and the former holders of the shares of stock of IPG are entitled only to the rights by the Kansas General Corporation Code.

4. Conversion of Shares. The manner and basis of converting the shares of stock of IPG into shares of stock of Qualtest are as follows:

(a) As of the effective date of the Merger as set forth in paragraph 2 above, each share of common stock of Qualtest issued and outstanding immediately prior to the Merger shall remain issued and outstanding and shall be unchanged as a result of the Merger.

(b) As of the effective date of the Merger as set forth in paragraph 2 above, each share of common stock, one dollar (\$1.00) par value, of IPG, which is issued and outstanding, shall be converted into 42.4286 shares of common stock of Qualtest. The total consideration that the shareholders of IPG shall receive for the seven hundred (700) shares of outstanding one dollar (\$1.00) par value common stock of IPG shall be 29,700 shares of common stock of Qualtest.

5. Representation and Warranties of IPG. IPG represents and warrants to Qualtest as follows:

(a) IPG is a corporation duly organized, validly existing and in good standing under the laws of the State of Kansas, and has the requisite authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

(b) IPG has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by IPG and the consummation by IPG of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of IPG are necessary to authorize this Agreement or to consummate the transactions contemplated herein.

(c) The execution and delivery of this Agreement by IPG does not, and the performance of the transactions contemplated herein by IPG will not, (i) conflict with or violate the Articles of Incorporation or bylaws of IPG; (ii) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to IPG; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which IPG is a party.

6. Representations and Warranties of Qualtest. Qualtest represents and warrants to IPG as follows:

(a) Qualtest is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

(b) Qualtest has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by Qualtest and the consummation by Qualtest of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of Qualtest are necessary to authorize this Agreement or to consummate the transactions contemplated herein.

(c) The execution and delivery of this Agreement by Qualtest does not, and the performance of the transactions contemplated herein by Qualtest will not, (i) conflict with or violate the Articles of Incorporation or bylaws of Qualtest; (ii) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Qualtest; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which Qualtest is a party.

7. Continuing Obligations.

(a) Qualtest does hereby (i) agree that it may be served with process in the State of Kansas in any proceeding for enforcement of any obligation of IPG, as well as for enforcement of any obligation of Qualtest arising from the Merger, including any suit or other proceeding to enforce the right of any shareholder of IPG as and when determined in appraisal proceedings pursuant to the provisions of Section 17-6712 of the Kansas General Corporation Code; (ii) irrevocably appoint the Secretary of State of the State of Kansas as its agent to accept service of process in any such suit or other proceedings; and (iii) specify 5325 Old Winter Garden Road, Orlando, Florida 32811, to which a copy of such process shall be mailed by the Secretary of State of the State of Kansas.

(b) IPG and Qualtest agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Kansas and by the laws of the State of Florida, and that they will cause to be performed all necessary acts within the State of Kansas and the State of Florida and elsewhere to effectuate the Merger.

8. Termination. Notwithstanding anything contained herein to the contrary, this Agreement and the Merger may be terminated at any time prior to the filing with the Secretary of State of the State of Kansas or the Secretary of State of the State of Florida any requisite merger documents.

9. Organizational Matters.

(a) The present bylaws of Qualtest will be the bylaws following the Merger and will continue in full force and effect until amended as provided therein pursuant to the laws of the State of Florida.

(b) The directors and officers of Qualtest in office upon the effective date of the Merger shall be the members of the first Board of Directors and the first officers, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until otherwise terminated in accordance with the bylaws.

10. Additional Documents; Further Cooperation. As of the effective date of the Merger and from time to time thereafter, at the request of any party and without further consideration, the other party shall execute and deliver such instruments and take such other action as may reasonably be required to carry out the intent of the parties in effecting the transactions contemplated by this Agreement and the Merger.

11. Successors and Assigns; Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, beneficiaries, successors and permitted assigns. This Agreement represents the entire understanding of the parties presently in effect and includes all surviving obligations between them. In addition, the parties agree that any other agreements previously entered into between them with respect to the subject matter hereof are hereby terminated, superseded and canceled by the execution of this Agreement.

12. Modification; Waiver. This Agreement may be modified only by an amendment in writing signed by the parties, and no provision herein may be waived other than by a written instrument signed by the parties.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

INDUSTRIAL PLANNERS GROUP, INC.

By: 

Fritz Depenthal, President

The undersigned, being the Secretary of Industrial Planners Group, Inc., does hereby certify that the holders of all of the outstanding stock dispensed with a meeting and vote of shareholders, and all of the shareholders entitled to vote consented in writing, pursuant to the provisions of Section 17-6518 of the Kansas General Corporation Code, to the adoption of the foregoing Agreement and Plan of Merger.

By: 

Fritz Depenthal, Secretary

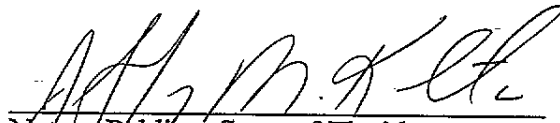
Agreement and Plan of Merger - IPG/Qualtest

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing Agreement and Plan of Merger was acknowledged before me this 23rd day of June, 1998, by Fritz Depenthal, who acknowledged before me that he is the President and Secretary of Industrial Planners Group, Inc., a corporation organized under the laws of the State of Kansas, and that his signing was upon behalf of Industrial Planners Group, Inc. and that he has executed this Agreement and Plan of Merger for the purposes set forth therein and that he has full power and authority to enter into this Agreement and Plan of Merger on behalf of Industrial Planners Group, Inc. Fritz Depenthal (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.



JEFFREY M. KOLTUN
My Comm Exp. 3/24/2001
Bonded By Service Ins
No. CC632347
☒ Personally Known ☐ Other I.D.



Notary Public - State of Florida

QUALTEST, INC.

By: 

Fritz Depenthal, President

The undersigned, being the Secretary of Qualtest, Inc., does hereby certify that the holders of all of the outstanding stock dispensed with a meeting and vote of shareholders, and all of the shareholders entitled to vote consented in writing, pursuant to the provisions of Section 607.0704 of the Florida Statutes, to the adoption of the foregoing Agreement and Plan of Merger.

By: 

Fritz Depenthal, Secretary

Agreement and Plan of Merger - IPG/Qualtest

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing Agreement and Plan of Merger was acknowledged before me this 23 day of June, 1998, by Fritz Depenthal, who acknowledged before me that he is the President and Secretary of Qualtest, Inc., a corporation organized under the laws of the State of Florida, and that his signing was upon behalf of Qualtest, Inc. and that he has executed this Agreement and Plan of Merger for the purposes set forth therein and that he has full power and authority to enter into this Agreement and Plan of Merger on behalf of Qualtest, Inc. Fritz Depenthal (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.


Notary Public - State of Florida



JEFFREY M. KOLTUN
My Comm Exp. 3/24/2001
Bonded By Service Ins
No. CC632347
☒ Personally Known ☐ Other I.D.