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#### MERGER OR SHARE EXCHANGE

FIRST ADVANTAGE OCCUPATIONAL HEALTH SERVICES CORP.

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### ARTICLES OF MERGER

OF

## FIRST ADVANTAGE LNS OCCUPATIONAL HEALTH SOLUTIONS, INC. WITH AND INTO

## FIRST ADVANTAGE OCCUPATIONAL HEALTH SERVICES CORP.

THESE ARTICLES OF MERGER, dated June 29, 2015 ("Articles of Merger"), are entered into by and between First Advantage Occupational Health Services Corp., a Florida corporation ("Surviving Corporation") and First Advantage LNS Occupational Health Solutions, Inc., a Tennessee corporation ("First Advantage LNS"). Under Section 607.1105 and 607.1109 of the Florida Business Corporation Act (the "Act"), Surviving Corporation and First Advantage LNS hereby certify and adopt the following Articles of Merger:

- 1. The Plan of Merger, dated as of June 29, 2015 (the "<u>Plan of Merger</u>"), by and among Surviving Corporation and First Advantage LNS, was approved and adopted by the board of directors of First Advantage LNS on June 29, 2015 and was adopted by the board of directors of Surviving Corporation on June 29, 2015. The Plan of Merger is attached hereto as Exhibit A.
- 2. Shareholder approval was not required by the Surviving Corporation or First Advantage LNS.
- 3. Under the Plan of Merger, First Advantage Occupational Health Services Corp. will be the surviving corporation and First Advantage LNS will cease to exist (the "Merger"). The Articles of Incorporation and Bylaws of First Advantage Occupational Health Services Corp. will be the Articles of Incorporation and Bylaws of the Surviving Corporation.
- 4. Under Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be 12:01 am on July 1, 2015. —
- 5. These Articles of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document, Facsimile and other electronically scanned and transmitted signatures shall be deemed originals for all purposes of these Articles of Merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on the date first set forth above.

FIRST ADVANTAGE LNS

OCCUPATIONAL HEALTH SOLUTIONS,

INC.

By: Name: Bret T. Jardine,

Title: Secretary

FIRST ADVANTAGE OCCUPATIONAL HEALTH SERVICES CORP.

Name: Bict T. Jardine

Title: Secretary

[Signature page to Articles of Merger]

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EXHIBIT A TO ARTICLES OF MERGER

PLAN OF MERGER

# PLAN OF MERGER BY AND BETWEEN FIRST ADVANTAGE LNS OCCUPATIONAL HEALTH SOLUTIONS, INC. AND FIRST ADVANTAGE OCCUPATIONAL HEALTH SERVICES CORP.

This PLAN OF MERGER (this "Plan"), dated as of June 29, 2015 is entered into between First Advantage LNS Occupational Health Solutions, Inc., a Tennessee corporation ("FALNS"), and First Advantage Occupational Health Services Corp., a Florida corporation ("FAOHSC").

WHEREAS, the respective Boards of Directors of FALNS and FAOHSC have determined that it is advisable and in the best interests of FALNS and FAOHSC and their respective shareholders that FALNS be merged with and into FAOHSC (the "Merger"), on the terms and subject to the conditions contained herein and in accordance with the Florida Business Corporation Act and the Tennessee Business Corporation Act.

NOW. THEREFORE, in consideration of the mutual agreements contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, FALNS and FAOHSC hereby agree as follows:

SECTION 1. The Merger. At the Effective Time (as defined in Section 2), FALNS shall be merged with and into FAOHSC, the separate corporate existence of FALNS shall cease, and FAOHSC shall continue as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation").

SECTION 2. Effective Time of the Merger: Effect of the Merger. The Merger shall become effective on 12:01 a.m. on the morning of July 1, 2015 (the "Effective Time"). The effect of the Merger shall be as provided in this Plan and the applicable provisions of the Florida Business Corporation Act and the Tennessee Business Corporation Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the rights and property of FALNS and FAOHSC shall vest in the Surviving Corporation, and all debts and liabilities of FALNS and FAOHSC shall become the debts and liabilities of the Surviving Corporation.

SECTION 3. Certificate of Incorporation and Bylaws. The Certificate of Incorporation of FAOHSC, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law or such Certificate of Incorporation. The Bylaws of FAOHSC, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation or such Bylaws.

SECTION 4. <u>Directors and Officers</u>. The directors of FAOHSC immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, and the officers of FAOHSC immediately prior to the Effective Time shall be the

initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

SECTION 5. Effect on Capital Stock. Subject to the terms and conditions of this Plan, by virtue of the Merger and without any action on the part of FALNS or FAOHSC or the holders of any of the following securities, the following shall occur: (i) at the Effective Time, each issued and outstanding share of the common stock, no par value, of FALNS shall be cancelled without consideration, and (ii) at the Effective Time, each share of FAOHSC common stock, \$1.00 par value, which is issued and outstanding immediately prior to the Effective Time shall remain outstanding following the Effective Time.

SECTION 6. Entire Agreement. This Plan constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the parties.

SECTION 7. Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan or to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of either the FAOHSC or FALNS, the officers and directors of the Surviving Corporation are fully authorized to take, and will take, all such lawful and necessary action.

SECTION 8. <u>Amendments</u>. No amendment or modification of this Plan shall be effective unless it is set forth in writing and signed by both parties to this Plan.

SECTION 9. <u>Counterparts</u>. This Plan may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be executed as of the date first above written by their respective officers thereunto duly authorized.

> FIRST ADVANTAGE LNS OCCUPATIONAL HEALTH SOLUTIONS, INC.

Name: Bret T. Jarding

Title: Secretary //

FIRST ADVANTAGE OCCUPATIONAL HEALTH SERVICES CORP.

Name: Bret T. Jardine/ Title: Secretary