

LD2000034903

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

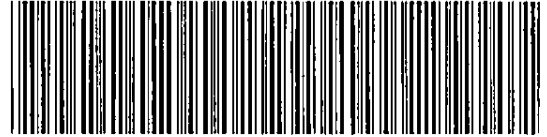
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



800435218168

RECEIVED  
FILED  
2024 DEC -3 PM 11:25  
2024 DEC -3 PM 3:38



CSC - Tallahassee  
1201 Hays Street  
Tallahassee, FL 32301-2607  
850-558-1500, Ext: x62969

To: Department Of State, Division Of Corporations  
From: Amanda Miller  
Ext: x62969  
Date: 12/03/24  
Order #: 1695863-1  
Re: Union Engineering North America, LLC  
Processing Method: Routine

A handwritten signature in black ink, appearing to read 'Amanda Miller', is written over the 'Re:' line of the header.

TO WHOM IT MAY CONCERN:

Enclosed please find:

Application for Certificate of Merger

Amount to be deducted from our State Account: \$50.00 - FL State Account Number:  
I20000000195

Please take the following action:

File in your office on basis  
Issue Proof of Filing

Special Instructions:

Thank you for your assistance in this matter. If there are any problems or questions with this filing, please call our office.

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Union Engineering North America, LLC

\_\_\_\_\_  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Kathryn Turnacliff

\_\_\_\_\_  
Contact Person

Pentair

\_\_\_\_\_  
Firm/Company

5500 Wayzata Blvd., Suite 900

\_\_\_\_\_  
Address

Golden Valley, MN 55416

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

\_\_\_\_\_  
Name of Contact Person

at (\_\_\_\_\_) \_\_\_\_\_

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

Articles of Merger  
For  
Florida Limited Liability Company

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Union Engineering Holding LLC	FL	LLC L13D00046954
		(exp 1/1/25)

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Union Engineering North America, LLC	FL	LLC

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED  
2024 DEC -3 PM 11:25  
ST. LOUIS, MO

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2025

**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.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Union Engineering North America, LLC	Mara Kaplan	Mara Kaplan
Union Engineering Holding LLC	Mara Kaplan	Mara Kaplan

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<b>Fees:</b>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b>Certified Copy (optional):</b>	\$30.00

**AGREEMENT AND PLAN OF MERGER  
OF  
UNION ENGINEERING HOLDING LLC  
AND  
UNION ENGINEERING NORTH AMERICA, LLC**

This Agreement and Plan of Merger (this “**Agreement**”), dated January 1, 2025, is by and between Union Engineering Holding LLC, a Florida limited liability company, (“**Merging Company**”), and Union Engineering North America, LLC, a Florida limited liability company (“**Surviving Company**”).

WHEREAS, Panthro Acquisition Co., a Delaware corporation (“**Panthro**”), is the holder of all of the issued and outstanding membership interests in Merging Company; and

WHEREAS, Merging Company is the owner of all of the issued and outstanding membership interests of Surviving Company;

WHEREAS, the sole member and all of the managers of Merging Company and the sole member and all of the managers of Surviving Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such companies and their respective members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Merging Company, in accordance with the Florida Limited Liability Company Act (the “**FL LLCA**”), will merge with and into Surviving Company, with Surviving Company as the surviving entity (the “**Merger**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 605.1021 of the FL LLCA, Merging Company shall be merged with and into Surviving Company at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of Merging Company shall cease, and Surviving Company shall continue as the surviving entity. The effects and consequences of the Merger shall be as set forth in this Agreement and the FL LLCA.

2. Effective Time.

a. Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file with the Secretary of State of the State of Florida a certificate of merger (the “**Certificate of Merger**”) in compliance with Section 605.1025 of the FL LLCA with respect to the Merger. The Merger shall become effective at 10:00 a.m. Central Standard Time on January 1, 2025 (the “**Effective Time**”).

b. The Merger shall have the effects set forth in the FL LLCA. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities and powers of Merging Company shall vest in Surviving Company, as the surviving entity, and (ii) all debts, liabilities, obligations and duties of Merging Company shall become the debts, liabilities, obligations and duties of Surviving Company, as the surviving entity.

3. Managers and Officers. The duly qualified and acting managers and officers of Surviving Company, immediately prior to the Effective Time, shall be the managers and officers of the Surviving Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Certificate of Formation and the Second Amended and Operating Agreement (the "**Operating Agreement**") of Surviving Company or as otherwise provided by the FL LLCA.

4. Certificate of Formation of the Surviving Company. The Certificate of Formation and the Operating Agreement of Surviving Company shall remain in effect unaltered as the Certificate of Formation and the Operating Agreement of the surviving entity.

5. Disposition of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Surviving Company or Merging Company or their respective members: (i) all issued and outstanding membership interests of the Merging Company and all rights in respect thereof, shall be canceled and retired and will cease to exist, and (ii) all the issued and outstanding membership interests in Surviving Company shall be conveyed and transferred to Panthro.

6. Record of Agreement. An executed copy of this Agreement and Plan of Merger shall be kept on file at the corporate office of Surviving Company, 5500 Wayzata Blvd., Suite 900, Golden Valley, MN 55416, and shall be made available on request to any member of either company.

7. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of date first written above.

UNION ENGINEERING HOLDING LLC

By: Mara Kaplan  
Name: Mara Kaplan  
Title: Secretary

PANTHRO ACQUISITION CO.

By: Mara Kaplan  
Name: Mara Kaplan  
Title: Secretary