

1/12/2017 11:54:57 AM

Division of Corporations

Baker Hostetler, LLP

Baker Hostetler

Page 1 of 2

L05000116335

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.

((H1700003005 3)))



H17000030053ABCQ

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 : BAKER & HOSTETLER LLP
Account Number : I19990000077
Phone : (407) 649-4287
Fax Number : (407) 841-0168

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

Email Address: _____

MERGER OR SHARE EXCHANGE
Handex Consulting & Remediation, LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$100.00

JAN 13 2017
C McNAIR

Electronic Filing Menu

Corporate Filing Menu

Help

1/12/2017 11:54:55 AM

850-817-6381

Bergstresser, Laurie L.

1/5/2017 11:19:20 AM PAGE

BakerHostetler

1/001 Fax Server

Page 1



January 5, 2017

FLORIDA DEPARTMENT OF STATE

Division of Corporations

HANDEX CONSULTING & REMEDIATION, LLC

1350 ORANGE AVENUE

SUITE 101

WINTER PARK, FL 32789

SUBJECT: HANDEX CONSULTING & REMEDIATION, LLC

REF: L05000116335

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

If you have any questions concerning the filing of your document, please call (850) 245-6838.

Cheryl R McNair
Regulatory Specialist II

FAX Aud. #: H17000003005
Letter Number: 517A00000242

RECEIVED
17 JAN 12 PM 12:09
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

STATE OF FLORIDA
ARTICLES OF MERGER
OF

HANDEX CONSULTING AND REMEDIATION – MIDWEST, LLC,
(a Florida limited liability company),

HANDEX CONSULTING AND REMEDIATION – NORTHEAST, LLC,
(a Florida limited liability company),

HANDEX INDUSTRIAL SERVICES, LLC,
(a Florida limited liability company),

INTO

HANDEX CONSULTING & REMEDIATION, LLC
(a Florida limited liability company),

Pursuant to Section 605.1021 of the Florida Revised Limited Liability Company Act ("FRLCA"), Handex Consulting & Remediation, LLC, a Florida limited liability company ("Handex"), Handex Consulting And Remediation – Midwest, LLC, a Florida limited liability company ("Handex Midwest"), Handex Consulting And Remediation – Northeast, LLC, a Florida limited liability company ("Handex Northeast"), and Handex Industrial Services, LLC, a Florida limited liability company ("Handex Industrial"), adopt the following Articles of Merger this 23rd day of March, 2016. The name of the surviving limited liability company, upon the Effective Date (as defined below), will be HANDEX CONSULTING & REMEDIATION, LLC.

ADOPTION OF PLAN

The board of managers and the sole member of Handex entitled to vote thereon and the board of managers and the sole member of Handex Midwest, Handex Northeast, and Handex Industrial, respectively, unanimously adopted the Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A (the "Plan of Merger"). The Plan of Merger satisfies all of the requirements of FRLCA. The Plan of Merger has been approved by each domestic merging entity that is a limited liability company in accordance with the applicable provisions of the FRLCA. Handex has agreed to pay to any

17 JAN 12 PM 4:38
SECRETARY OF STATE
DIVISION OF CORPORATIONS

members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1.072 of the FRLCA.

EFFECTIVE DATE

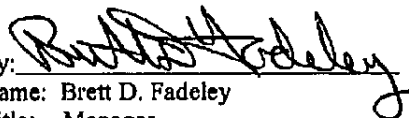
The merger of Handex Midwest, Handex Northeast and Handex Industrial with and into Handex will become effective on the filing of these Articles of Merger with the Florida Department of State (the "Effective Date").

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused these Articles of Merger to be executed on its behalf by its duly authorized representative, as of the day and year first written above.

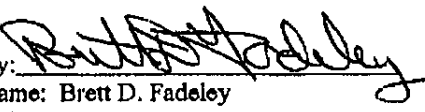
HANDEX:

HANDEX CONSULTING & REMEDIATION,
LLC

By: 
Name: Brett D. Fadeley
Title: Manager

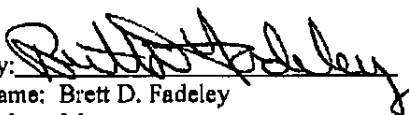
HANDEX MIDWEST:

HANDEX CONSULTING AND
REMEDIATION - MIDWEST, LLC

By: 
Name: Brett D. Fadeley
Title: Manager

HANDEX NORTHEAST:

HANDEX CONSULTING AND
REMEDIATION - NORTHEAST, LLC

By: 
Name: Brett D. Fadeley
Title: Manager

HANDEX INDUSTRIAL:

HANDEX INDUSTRIAL SERVICES, LLC

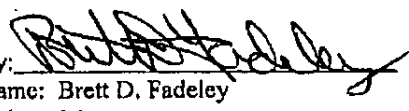
By: 
Name: Brett D. Fadeley
Title: Manager

EXHIBIT A

[Agreement and Plan of Merger]

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of March 23, 2016 by and among Handex Consulting & Remediation, LLC, Florida limited liability company ("Handex"), Handex Consulting And Remediation - Midwest, LLC, Florida limited liability company ("Handex Midwest"), Handex Consulting And Remediation - Northeast, LLC, Florida limited liability company ("Handex Northeast"), and Handex Industrial Services, LLC, Florida limited liability company ("Handex Industrial").

Pursuant to Section 605.1021 of the Florida Revised Limited Liability Company Act, the parties hereby agree that each of Handex, Handex Midwest, Handex Northeast and Handex Industrial shall merge with and into Handex (the "Merger") according to the terms set forth below:

FIRST: Handex is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

SECOND: Handex Midwest is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

THIRD: Handex Northeast is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

FOURTH: Handex Industrial is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

FIFTH: Handex is the sole member of Handex Midwest and holds one hundred percent (100%) of the membership interests of Handex Midwest.

SIXTH: Handex is the sole member of Handex Northeast and holds one hundred percent (100%) of the membership interests of Handex Northeast.

SEVENTH: Handex is the sole member of Handex Industrial and holds one hundred percent (100%) of the membership interests of Handex Industrial.

EIGHTH: The name of the surviving entity is HANDEX CONSULTING & REMEDIATION, LLC (as such, the "Surviving Entity"), pursuant to Articles of Merger to be filed with the Florida Department of State. The names of the disappearing limited liability companies are Handex Consulting And Remediation - Midwest, LLC, Handex Consulting And Remediation - Northeast, LLC, and Handex Industrial Services, LLC (the "Disappearing Entities").

NINTH: The Merger shall be effective upon the filing of the Articles of Merger with the Florida Department of State (the "Effective Date"). Upon the Merger, the limited liability existence of each of the Disappearing Entities with all their respective purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and the limited liability company identity and existence of each of the Disappearing Entities with all their respective purposes, powers and objects, shall be merged with and into Handex Consulting & Remediation, LLC, as the Surviving Entity. The separate existence and limited liability organization of each of the Disappearing Entities shall cease as of the Effective Date.

TENTH: As of the Effective Date, (A) the issued and outstanding membership interests of Handex Midwest, Handex Northeast and Handex Industrial shall, by virtue of the Merger and without any action by the holders thereof, be cancelled and retired and no membership interests or other equity interests of the Surviving Entity, cash or other consideration shall be paid or delivered in exchange therefore; (B) the Surviving Entity shall possess all assets and property of every description, and every

interest therein, wherever located, and the rights, privileges, powers, franchises, and authority, of a public as well as of a private nature, of both the Surviving Entity and all of the Disappearing Entities; (C) obligations belonging to or due any of the Surviving Entity or Disappearing Entities shall be vested in the Surviving Entity without further act or deed, and the title to any real estate vested by deed or otherwise in any of such entities shall be vested in the Surviving Entity and shall not revert or be in any way impaired by reason of the Merger; (D) all rights of creditors and all liens upon any property of any of the parties to the Merger shall be preserved unimpaired, and a proceeding pending against either of them may be continued as if the Merger did not occur, or the Surviving Entity may be substituted in the proceeding for any Disappearing Entity; and (E) all debts, liabilities, and duties of the respective parties to the Merger shall attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.


ELEVENTH: The parties to the Merger shall file all certificates, instruments, and documents and take such other actions as are necessary or appropriate to effectuate the Merger and all other transactions contemplated by this Agreement, including without limitation filing articles of merger, paying all filing fees, franchise taxes and conveyance fees, and obtaining all regulatory approvals.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its duly authorized representative, as of the day and year first written above.

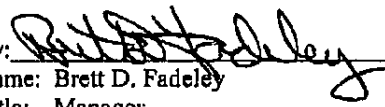
HANDEX:

HANDEX CONSULTING & REMEDIATION,
LLC

By: 
Name: Brett D. Fadeley
Title: Manager

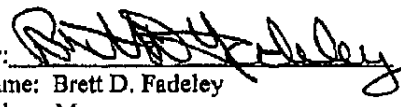
HANDEX MIDWEST:

HANDEX CONSULTING AND
REMEDATION - MIDWEST, LLC

By: 
Name: Brett D. Fadeley
Title: Manager

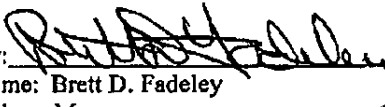
HANDEX NORTHEAST:

HANDEX CONSULTING AND
REMEDATION - NORTHEAST, LLC

By: 
Name: Brett D. Fadeley
Title: Manager

HANDEX INDUSTRIAL:

HANDEX INDUSTRIAL SERVICES, LLC

By: 
Name: Brett D. Fadeley
Title: Manager