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SECRETARY OF STATE  
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FEB 02 2016

R. WHITE


CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 983099 7578406

AUTHORIZATION :

COST LIMIT : \$60.00



ORDER DATE : February 1, 2016

ORDER TIME : 2:43 PM

ORDER NO. : 983099-005

CUSTOMER NO: 7578406

ARTICLES OF MERGER

UNIVERSAL CHEMICALS INC.

INTO

UNIVERSAL CHEMICALS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: \_\_\_\_\_

**CERTIFICATE OF MERGER**

of

**UNIVERSAL CHEMICALS INC.**  
(a New Jersey business corporation)

**With and Into**

**UNIVERSAL CHEMICALS, LLC**  
(a Florida limited liability company)

**FILED**

**16 FEB -1 PM 3: 24**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

It is hereby certified that:

1. The constituent entities participating in the merger herein certified are:
  - a. **UNIVERSAL CHEMICALS INC.**, which is a business corporation formed under the laws of the State of New Jersey on February 27, 1968.
  - b. **UNIVERSAL CHEMICALS, LLC**, which is a limited liability company formed under the laws of the State of Florida.
2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent entities in accordance with (a) the pertinent provisions of the operating agreement of **UNIVERSAL CHEMICALS, LLC**, and (b) the pertinent provisions of Title 14A, Chapter 10, Section 14 of the New Jersey Statutes (N.J.S. 14A:10-14) and Chapter 605 of the Florida Revised Limited Liability Company Act.
3. The name of the Surviving Entity in the merger herein certified is "**UNIVERSAL CHEMICALS, LLC**," which will continue its existence as said Surviving Entity under its present name upon the effective date of said merger pursuant to the provisions of the Florida Revised Limited Liability Company Act.
4. **UNIVERSAL CHEMICALS INC.**, the Terminating Entity in the State of New Jersey, shall be terminated on the effective date of the merger.
5. The Articles of Organization of **UNIVERSAL CHEMICALS, LLC** are now in force and effect and shall continue to be the Articles of Organization of said Surviving Entity until amended and changed pursuant to the provisions of the Florida Revised Limited Liability Company Act.
6. The executed Agreement and Plan of Merger between the aforesaid constituent entities is on file at the principal place of business of the aforesaid Surviving Entity, the address of which is 100 N. Hackensack Avenue, Kearny, New Jersey 07032; and a copy of said Agreement and Plan of Merger has been furnished by the Surviving Entity to the Shareholder and Directors of the Terminating Entity and the Members and Managers of the Surviving Entity.

7. The Secretary of State of the State of New Jersey is designated as agent of the LLC upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

8. The Surviving Entity shall not do business in the State of New Jersey until an application for authority has been filed with the Secretary of State of the State of New Jersey.

9. The Surviving Entity may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of the Terminating Entity, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Terminating Entity against the Surviving Entity.

10. The Surviving Entity will promptly pay to the dissenting Shareholder of the Terminating Entity the amount, if any, to which they shall be entitled under the provisions of Chapter 11 of Title 14A of the New Jersey Statutes with respect to the rights of dissenting Shareholder.

11. The Surviving Entity shall possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of the Terminating Entity.

12. All real property and personal property, tangible and intangible, of every kind and description, belonging to the Terminating Entity shall be vested in the Surviving Entity without further act or deed; and title to any real estate, or interest therein, vested in the Surviving Entity shall not revert or be in any way impaired by this merger.

13. The effective date of the merger shall be the date of filing of this Certificate of Merger with the Secretary of State of the State of New Jersey and the Secretary of State of the State of Florida.

**TERMINATING ENTITY:**

UNIVERSAL CHEMICALS INC., a  
New Jersey business corporation

By: Elaine Kaplan  
ELAINE KAPLAN, President

**SURVIVING ENTITY:**

UNIVERSAL CHEMICALS, LLC, a  
Florida limited liability company

By: Elaine Kaplan  
ELAINE KAPLAN, Manager

**WRITTEN CONSENT OF THE  
SOLE SHAREHOLDER AND DIRECTOR  
of  
UNIVERSAL CHEMICALS INC.**

The undersigned, being the sole Shareholder and Director of **UNIVERSAL CHEMICALS INC.**, a New Jersey business corporation (the "Corporation"), does hereby consent and subscribe to the following acts and resolutions:

WHEREAS, for general business purposes, the Corporation desires to merge into a new Florida limited liability company, **UNIVERSAL CHEMICALS, LLC** (the "LLC"), pursuant to Title 14A, Chapter 10, Section 14 of the New Jersey Statutes and Section 605 of the Florida Revised Limited Liability Company Act, and in accordance with the Certificate of Merger ("Certificate"), Agreement and Plan of Merger ("Agreement") and the Articles of Organization ("Articles"), in the forms attached hereto, (the "Merger Transaction"), effective upon delivery of the Certificate, Agreement and Articles, as appropriate, to the New Jersey and Florida Departments of State ("Merger Date"); and

WHEREAS, the LLC will cause to be timely filed with the Internal Revenue Service an Entity Classification Election (IRS Form 8832) electing to be taxed as a corporation, effective as of the Merger Date; and

WHEREAS, it is intended that this Merger Transaction qualify as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT

RESOLVED, that the Merger Transaction and the Certificate, Agreement and Articles, in the forms attached hereto, are hereby ratified, confirmed and approved by all of the Shareholder and Directors of the Corporation; and be it

FURTHER RESOLVED, that pursuant to the Merger Transaction, the shares of issued and outstanding stock of the Corporation ("Shares") shall be converted into membership interests ("Member Interests") in the LLC, as follows:

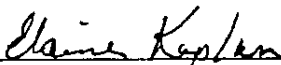
*The Shares held by each Shareholder of the Corporation immediately prior to the Merger Transaction, when expressed as a percentage of the then total issued and outstanding Shares, shall be converted into the same percentage of Member Interests in the LLC such that the percentage of stock ownership in the Corporation held by each Shareholder immediately prior to the Merger Transaction will equal the same percentage of Member Interests in the LLC held by that (former) Shareholder (and now a Member of the LLC) immediately after the Merger Transaction ("Plan of Conversion"); and be it*

FURTHER RESOLVED, that **ELAINE KAPLAN** is hereby authorized, empowered and directed to execute the Certificate, Agreement and Articles, in the forms attached hereto, and to cause said Certificate and Articles to be filed, as appropriate, with the New Jersey and Florida

Departments of State in compliance with the applicable laws of the States of New Jersey and Florida; and be it

FURTHER RESOLVED, that **ELAINE KAPLAN** is hereby authorized and directed to execute any other documents, in the name and on behalf of the Corporation and the LLC, or to take such additional action, and to pay all such expenses, which in her judgment shall be deemed necessary, proper or advisable in order to fully carry out the intent and to effectuate the purposes of these resolutions.

The undersigned, being the sole Shareholder and Director of the Corporation, has executed this Written Consent as of the 29 day of January, 2016.

  
\_\_\_\_\_  
**ELAINE KAPLAN**, Shareholder and  
Director

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "**Agreement**") made and entered into this 1 day of February, 2016 by and between **UNIVERSAL CHEMICALS INC.**, a New Jersey business corporation, with its principal office located at 100 N. Hackensack Avenue, Kearny, New Jersey 07032 (hereinafter referred to as the "**Terminating Entity**"), and **UNIVERSAL CHEMICALS, LLC**, a Florida limited liability company, with its principal office located at 100 N. Hackensack Avenue, Kearny, New Jersey 07032 (hereinafter referred to as the "**Surviving Entity**").

### **WITNESSETH:**

**WHEREAS**, the Terminating Entity is a business corporation duly organized and existing under and by virtue of the laws of the State of New Jersey; and

**WHEREAS**, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

**WHEREAS**, pursuant to that duly authorized action by the Shareholder and Director (the "**Shareholder**") of the Terminating Entity, and by the Member (the "**Member**") and Manager of the Surviving Entity, the Terminating Entity and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 605.1021 of the Florida Revised Limited Liability Company Act and Title 14A, Chapter 10 of the New Jersey Statutes.

**NOW THEREFORE**, in consideration of the mutual premises herein contained, the Terminating Entity and the Surviving Entity hereby agree as follows:

1. **MERGER**. Upon the terms and subject to the conditions set forth herein, on the Effective Date the Terminating Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement. The Surviving Entity shall continue its existence under the laws of the State of Florida.

2. **EFFECTIVE DATE OF MERGER**. The Merger shall be effective immediately upon the filing of the Certificate of Merger with the Secretary of State of the State of New Jersey and the Secretary of State of the State of Florida (the "**Effective Date**").

3. **ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT**.

(a) The Articles of Organization of the Surviving Entity (the "**Articles**"), upon the Effective Date of the Merger in the jurisdiction of its organization, shall continue to be the Articles of the Surviving Entity, and said Articles shall continue in full force and effect until amended or changed in the manner prescribed by the provisions of the Florida Revised Limited Liability Company Act.

(b) The present Operating Agreement of the Surviving Entity shall continue to be the Operating Agreement of the Surviving Entity and will continue in full force and effect

until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Revised Limited Liability Company Act.

4. **SURVIVING ENTITY.** On and after the Effective Date of the Merger:

(a) The Surviving Entity shall continue to exist as a limited liability company under the laws of the State of Florida with all of the rights and obligations as are provided by the Florida Revised Limited Liability Company Act.

(b) The separate existence of the Terminating Entity shall cease, and pursuant to the terms and conditions of Section 605.1026(1)(b) of the Florida Revised Limited Liability Company Act and Title 14A:10-14:30(3) and 14A:10-6 of the New Jersey Statutes, its property shall become the property of the Surviving Entity.

(c) The Member of the Surviving Entity upon the Effective Date of the merger in the jurisdiction of its organization shall continue to be the Member of the Surviving Entity in accordance with the Operating Agreement of the Surviving Entity. The name of the Member is **ELAINE KAPLAN**.

(d) The Surviving Entity shall remain a manager-managed limited liability company in accordance with the Operating Agreement of the Surviving Entity. The name and address of the Manager is **ELAINE KAPLAN**, 5894 NW 79<sup>th</sup> Terrace, Parkland, Florida 33067.

(e) The Surviving Entity shall possess all the rights, privileges, immunities, franchises, and powers of the Terminating Entity, and all property, real, personal and mixed, and all debts due to the Terminating Entity, as well as all other choses in action, and every interest of or belonging to or due to the Terminating Entity shall be deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any interest therein vested in the Terminating Entity shall not revert or be in any way impaired by the merger.

(f) The Surviving Entity shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of the Terminating Entity; and any claim existing or action or proceeding pending by or against the Terminating Entity may be prosecuted as if such merger had not taken place, or such Surviving Entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Terminating Entity shall be impaired by such merger.

5. **MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING ENTITY.**

(a) The shares of issued and outstanding stock of the Terminating Entity (the "**Shares**") shall be converted into membership interests (the "**Member Interests**") in the Surviving Entity, as follows:

The Shares held by each Shareholder of the Terminating Entity immediately prior to the Merger, when expressed as a percentage of the then total issued and outstanding Shares, shall be converted into the same percentage of Member Interests in the Surviving Entity such that the percentage of stock ownership in



the Terminating Entity held by each Shareholder immediately prior to the Merger will equal the same percentage of Member Interests in the Surviving Entity held by that (former) Shareholder (and now Member of the Surviving Entity) immediately after the Merger.

(b) The participating percentages of the Shareholder of the Terminating Entity shall, upon the Effective Date of the Merger and without any action by the Shareholder, be identical to the Members in the Surviving Entity. The Members of the Surviving Entity shall be identical to the Shareholder of the Terminating Entity. Therefore, the Member Interests of the Members of the Surviving Entity shall not be changed in any manner and shall be identical with the participating percentages of the Shareholder of the Terminating Entity as of the Effective Date of the Merger.

6. **APPROVAL.**

(a) The Merger contemplated by this Agreement has previously been submitted to and approved by the sole Shareholder and Director of the Terminating Entity and the sole Member and Manager of the Surviving Entity. Subsequent to the execution of this Agreement by the duly authorized officers of the Terminating Entity and the Surviving Entity, each such officer shall, and is hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

(b) This Agreement and Plan of Merger of the Terminating Entity with and into the Surviving Entity has been fully authorized in accordance with the provisions of Title 14A of the New Jersey Statutes and the Florida Revised Limited Liability Company Act, and in accordance with the Bylaws of the Terminating Entity and the Operating Agreement of the Surviving Entity. The Terminating Entity and the Surviving Entity hereby stipulate that they will cause to be executed and filed and/or recorded Certificates of Merger and any other document or documents prescribed by the laws of the State of New Jersey and the State of Florida, and they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

7. **MISCELLANEOUS.**

(a) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the Shareholder and Director of the Terminating Entity and the Member and Manager of the Surviving Entity, and no person who is not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(b) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

IN WITNESS WHEREOF, UNIVERSAL CHEMICALS INC. and UNIVERSAL CHEMICALS, LLC have caused this Agreement to be executed by their respective duly authorized officer as of the date first above written.

**TERMINATING ENTITY:**

UNIVERSAL CHEMICALS INC., a  
New Jersey business corporation

By: Elaine Kaplan  
ELAINE KAPLAN, President

**SURVIVING ENTITY:**

UNIVERSAL CHEMICALS, LLC, a  
Florida limited liability company

By: Elaine Kaplan  
ELAINE KAPLAN, Manager