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ROMARK LABORATORIES, L.C. L94000000569

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ARTICLES OF MERGER

The following Articles of Merger are submitted to merge the following Florida Limited Liability Companies in accordance with s. 605.1025, *Florida Statutes*.

FIRST: The names and jurisdictions of formation of each of the merging parties are as follows:

ROMARK MERGER, LLC, a Florida limited liability company ("Merging Entity").

ROMARK LABORATORIES, L.C., a Florida limited liability company (the "Surviving Company").

SECOND: The surviving entity is ROMARK LABORATORIES, L.C., a Florida limited liability company.

THIRD: The attached Agreement and Plan of Merger has been authorized, approved and executed by the Surviving Company and the Merging Entity in accordance with applicable provisions of ss. 605.1021 – 605.1026, *Florida Statutes*, and by each member thereof who, as a result of the merger, will have interest holder liability under s. 605.1023(1)(b), *Florida Statutes*, and whose approval is required.

FOURTH: The Articles of Organization and Operating Agreement of the Surviving Company as they existed immediately prior to giving effect to the merger shall survive the merger until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

FIFTH: The Surviving Company agrees to pay any members of any constituent entity with appraisal rights the amount to which members with appraisal rights are entitled under ss. 605.1006 and 605.1061 - 605.1072, *Florida Statutes*.

SIXTH: The merger is to become effective as of 12:01:01 a.m. Eastern Time (United States of America) on August 15, 2015.

IN WITNESS WHEREOF, each of the merging parties has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 7th day of August, 2015.

ROMARK MERGER, LLC,
a Florida limited liability company

By: _____
Marc S. Ayers, President and Chief Executive Officer

ROMARK LABORATORIES, L.C.,
a Florida limited liability company

By: _____
Marc S. Ayers, President and Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

Between

ROMARK MERGER, LLC,

a Florida limited liability company
(the "Merging Entity"),

ROMARK HOLDINGS, LLC,

a Florida limited liability company
("Holdings"),

and

ROMARK LABORATORIES, L.C.,

a Florida limited liability company
(the "Surviving Company")

Effective as of 12:01:01 a.m. Eastern Time (United States of America)

on August 15, 2015

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated this 15th day of August, 2015, is made and entered into by and among **ROMARK MERGER, LLC**, a Florida limited liability company (the "Merging Entity"), **ROMARK HOLDINGS, LLC**, a Florida limited liability company ("Holdings"), and **ROMARK LABORATORIES, L.C.**, a Florida limited liability company (the "Surviving Company"). The Merging Entity and the Surviving Company are sometimes referred to herein as the "Constituent Companies."

W I T N E S S E T H:

WHEREAS, the purpose of this Agreement, and the transactions contemplated by this Agreement, is to create a new holding company structure to facilitate global business expansion for the Surviving Company, and Holdings and the Merging Entity are newly formed Florida limited liability companies organized for the purpose of effecting this new holding company structure and participating in the transactions herein contemplated; and

WHEREAS, the Surviving Company desires to create such new holding company structure by merging the Merging Entity with and into the Surviving Company (the "Merger"), with the Surviving Company being the surviving entity in the Merger, and in connection therewith, following the Effective Time (as defined below), all of the membership units of the Surviving Company (individually, a "Company Unit" and collectively, the "Company Units"), will be owned by Holdings, the Surviving Company will be a direct, wholly-owned subsidiary of Holdings, and the former Members of the Surviving Company will receive membership units of Holdings (individually, a "Holdings Unit" and collectively, the "Holdings Units"), solely in exchange for their Company Units (and the designations, rights, powers and preferences, and the qualifications, limitations and restrictions, of Holdings Units will be the same as those of the Company Units); and

WHEREAS, the owners of each of the Constituent Companies deem it advisable for the general welfare of such Constituent Companies that the Merging Entity be merged into the Surviving Company, which Surviving Company shall be the surviving entity; and

WHEREAS, for state law purposes, the transaction shall qualify as a statutory merger under the laws of the State of Florida; and

WHEREAS, it has been determined that it is in the best interests of the parties to this Agreement and their Members, and declared advisable, to enter into this Agreement and that the execution, delivery and performance of this Agreement and the consummation of the Merger be approved upon the terms set forth in this Agreement.

NOW, THEREFORE, the Constituent Companies hereby agree that the Merging Entity shall be merged with and into the Surviving Company in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Agreement and Plan of Merger:

ARTICLE I
The Constituent Companies

The names of the Constituent Companies to the merger are ROMARK MERGER, LLC (Florida Document No. L15000109469) and ROMARK LABORATORIES, L.C. (Florida Document No. L94000000569).

ARTICLE II
The Merger

As of the Effective Time, the Merging Entity shall be merged with and into the Surviving Company, upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of § 605.1026, *Florida Statutes*.

ARTICLE III
Effect of Merger

From and after the Effective Time in accordance with Article VIII hereof, the Constituent Entities shall be a single limited liability company which shall be the Surviving Company. From and after the Effective Time, the separate existence of the Merging Entity shall cease, while the existence of the Surviving Company shall continue unaffected and unimpaired. The Surviving Company shall have all of the rights, privileges, immunities and powers and shall be subject to all of the duties and liabilities of a limited liability company duly formed and organized under Chapter 605, *Florida Statutes* (the "Florida Act"). The Surviving Company shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Companies. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed. The title to any real estate, or any interest therein vested in any of the Constituent Companies, shall not revert or be in any way impaired by reason of such Merger. The Surviving Company shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against any of the Constituent Companies may be prosecuted as if such Merger had not taken place, or the Surviving Company may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any of the Constituent Companies shall be impaired by such Merger.

ARTICLE IV
Articles of Organization and Operating Agreement of the Surviving Company

The Articles of Organization and Operating Agreement of the Surviving Company as they existed immediately prior to giving effect to the Merger shall survive the Merger and until the same shall thereafter be further amended or repealed as provided therein and by applicable law; provided, however, that immediately following the Merger the Operating Agreement of the Surviving Company shall be amended and restated to reflect that it is then a single member limited liability company, with Holdings being the sole member.

ARTICLE V
Treatment of Ownership Interests

The parties acknowledge that the capital structure of Holdings is identical to the capital structure of the Surviving Entity, with each of such companies having the authority to issue membership interests comprised of Common Units, Class A Units, Class B Units and Class C Units, and each class of membership interest of Holdings having the same designations, rights, powers, preferences, qualifications, limitation and restrictions as the correspondingly-designated class of membership interests in the Surviving Entity (*i.e.*, the Common Units of Holdings have the same designations, rights, powers, preferences, qualifications, limitations and restrictions as the Common Units of the Surviving Entity; the Class A Units of Holdings have the same designations, rights, powers, preferences, qualifications, limitations and restrictions as the Class A Units of the Surviving Entity; the Class B Units of Holdings have the same designations, rights, powers, preferences, qualifications, limitations and restrictions as the Class B Units of the Surviving Entity; and the Class C Units of Holdings have the same designations, rights, powers, preferences, qualifications, limitations and restrictions as the Class C Units of the Surviving Entity). By virtue of the Merger and without any action on the part of the owners of the membership units in the Constituent Companies or Holdings, as of the Effective Time and pursuant to this Agreement, the membership units shall be treated in the following manner:

1. Each Company Unit issued and outstanding immediately prior to the Effective Time shall be treated as follows:

(a) Each one (1) Common Company Unit shall be cancelled and extinguished and be converted automatically into the right to receive one (1) validly issued, fully paid and non-assessable Common Holdings Unit;

(b) Each one (1) Class A Company Unit shall be cancelled and extinguished and be converted automatically into the right to receive one (1) validly issued, fully paid and non-assessable Class A Holdings Unit;

(c) Each one (1) Class B Company Unit shall be cancelled and extinguished and be converted automatically into the right to receive one (1) validly issued, fully paid and non-assessable Class B Holdings Unit; and

(d) Each one (1) Class C Company Unit shall be cancelled and extinguished and be converted automatically into the right to receive one (1) validly issued, fully paid and non-assessable Class C Holdings Unit.

2. Each membership unit of the Merging Entity issued and outstanding that is owned by Holdings immediately prior to the Effective Time shall be cancelled and extinguished and be converted automatically into the right to receive one (1) validly issued, fully paid and non-assessable Common Company Unit, with the result that immediately following the Merger Holdings will be the sole member of the Surviving Company.

3. Each Holdings Unit issued and outstanding immediately prior to the Effective Time shall automatically be cancelled and shall cease to exist, and no consideration shall be delivered in exchange therefor.

4. In accordance with the Operating Agreement of the Surviving Company and the Operating Agreement of the Merging Entity, no appraisal rights shall be available to any holders of the Company Units or the membership units of the Merging Entity in connection with the Merger.

As described above, as of the Effective Time, the designations, rights, powers, preferences, qualifications, limitations and restrictions of the Holdings Units will, in each case, be identical with (and to) those of the corresponding class of Company Units immediately prior to the Effective Time. Accordingly, each outstanding certificate that, immediately prior to the Effective Time, evidenced Company Units shall, from and after the Effective Time, without any action on the part of the holder thereof (a) be deemed no longer of any force, and shall be cancelled and cease to exist and (b) the ownership of the Holdings Units of an equal number and class shall not be certificated but instead shall be registered and maintained in the Holdings unit records.

As of the Effective Time, each unexercised and unexpired option to purchase Company Common Units (collectively, the "Options") then outstanding under any equity-based incentive plans of the Surviving Company in existence as of the Effective Time, which provides for the purchase, grant or issuance of Company Common Units (collectively, the "Equity Plans"), whether or not then exercisable, shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed cancelled and in lieu thereof an option issued by Holdings. Each option so issued by Holdings with respect to an Option that is cancelled as set forth in the immediately preceding sentence will continue to have, and be subject to, the same terms and conditions as are set forth (with respect to the cancelled Option) in the applicable Equity Plan and any agreements in effect thereunder immediately prior to the Effective Time including, without limitation, the vesting schedule (without acceleration thereof by virtue of the Merger and the transactions contemplated hereby) and per Unit exercise price, except that each option issued by Holdings will be exercisable (or will become exercisable in accordance with its terms) for that number of Holdings Common Units equal to the number of Company Common Units which, immediately prior to the Effective Time, were subject to the Option that is cancelled at the Effective Time.

As of the Effective Time, each unexercised and unexpired warrant to purchase Company Common Units then outstanding under any Warrant to Purchase Common Units (collectively, the "Warrants") of the Surviving Company in existence as of the Effective Time, which provides for the conversion, exercise or issuance of Company Common Units, whether or not then exercisable, shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed cancelled and in lieu thereof a warrant issued by Holdings. Each warrant so issued by Holdings with respect to a Warrant that is cancelled as set forth in the immediately preceding sentence will continue to have, and be subject to, the same terms and conditions as are set forth (with respect to the cancelled Warrant) in the applicable Warrant immediately prior to the Effective Time including, without limitation, the expiration date (without acceleration thereof by virtue of the Merger and the transactions contemplated hereby) and per Unit exercise price, except that each warrant issued by Holdings will be exercisable (or will become exercisable in accordance with its terms) for that number of Holdings Common Units equal to the number of Company Common Units which, immediately prior to the Effective Time, were subject to the Warrant that is cancelled at the Effective Time.

As of the Effective Time, each grant of share appreciation rights (collectively, the "SARs") then outstanding under any Share Appreciation Rights Award Agreement of the Surviving Company in existence as of the Effective Time, which provides for the award of SARs pursuant to the 2007 Share Appreciation Rights Plan (the "SARs Plan"), whether or not then exercisable, shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed cancelled and in lieu thereof a share appreciation rights issued by Holdings. Each of the share appreciation rights so issued by Holdings with respect to a SAR that is cancelled as set forth in the immediately preceding sentence will continue to have, and be subject to, the same terms and conditions as are set forth (with respect to the cancelled SAR) in the SARs Plan and applicable award agreement and any agreements in effect thereunder immediately prior to the Effective Time including, without limitation, the vesting schedule (without acceleration thereof by virtue of the Merger and the transactions contemplated hereby) and Basis Value (as defined in the SARs Plan), except that each of the share appreciation rights issued by Holdings will be redeemed (or will become redeemed in accordance with its terms) relating to the outstanding Holdings Common and Class B Units equal to the outstanding Company Common and Class B Units which, immediately prior to the Effective Time, were subject to the SARs that were cancelled at the Effective Time.

ARTICLE VI
Further Assurance

Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger and to comply with the requirements of the Florida Act. If, at any time after the Effective Time, the Surviving Company shall deem or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of the Merging Entity acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the Managers and officers of the Surviving Company shall be authorized to secure and deliver, in the name and on behalf of each of the Merging Entity and the Surviving Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the Merging Entity and the Surviving Company or otherwise, all such actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Company or otherwise to carry out this Agreement.

ARTICLE VII
Approvals

This Agreement and Plan of Merger shall be approved in accordance with §§ 605.1021 – 605.1026 of the Florida Act. If duly adopted, Articles of Merger meeting the requirements of the Florida Act shall be filed immediately with the Florida Secretary of State.

ARTICLE VIII
Effective Time

The Merger of the Merging Entity into the Surviving Company shall become effective as of 12:01:01 a.m. Eastern Time (United States of America) on August 15, 2015 in accordance

with the Florida Act. The time and date on which the Merger shall become effective is herein called the "Effective Time."

ARTICLE IX
Assumption of Equity Plans

As of the Effective Time, the Surviving Company assigns to Holdings, and Holdings assumes and agrees to perform, all obligations of the Surviving Company pursuant to (i) the Equity Plans and each option agreement and/or any other similar agreement entered into pursuant to the Equity Plans, including, without limitation, each outstanding Option granted thereunder (collectively, the "Award Agreements"), (ii) the Warrants and (iii) the SARs awarded under the SARs Plan. At or promptly following the Effective Time, the Equity Plans, the Award Agreements, the Warrants, the SARs and the SARs Plan shall each be amended as necessary to provide that references to the Surviving Company in such agreements shall be read to refer to Holdings.

ARTICLE X
Covenants of Constituent Companies and Holdings

Each of the Constituent Companies and Holdings covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Time; and (b) it will not issue any new membership units or rights to acquire any such membership units prior to the Effective Time.

ARTICLE XI
Conditions Precedent

The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver of the condition that no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order that is in effect shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

ARTICLE XII
Termination

Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by any of the Constituent Companies or Holdings at any time prior to the filing of the Articles of Merger with the Florida Secretary of State.

ARTICLE XIII
Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officer on the day and year above written.

ROMARK MERGER, LLC, a Florida limited liability company

By: _____
Marc S. Ayers, President and Chief Executive Officer

ROMARK HOLDINGS, LLC,
a Florida limited liability company

By: _____
Marc S. Ayers, President and Chief Executive Officer

ROMARK LABORATORIES, L.C.,
a Florida limited liability company

By: _____
Marc S. Ayers, President and Chief Executive Officer