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**L9800002021**

Florida Department of State  
Division of Corporations  
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To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.  
Account Number : 072720000036  
Phone : (407) 843-4600  
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Attn: Tammy Passey

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## MERGER OR SHARE EXCHANGE

Flomet LLC

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	858.75

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JUL 01 2011

EXAMINER

EFFECTIVE DATE

6/30/11

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**CERTIFICATE OF MERGER****BY AND BETWEEN****FLOMET LLC, a Florida limited liability company****WITH AND INTO****FLOMET LLC, a Delaware limited liability company**

The following Certificate of Merger is submitted to merge FLOMET LLC, a Florida limited liability company into FLOMET LLC, a Delaware limited liability company, in accordance with Section 608.4382, Florida Statutes.

1. The name and state of formation of each of the constituent entities participating in the merger areas follows:

A. **FLOMET LLC**, a limited liability company organized and existing under the laws of the State of Florida (the "Merging Entity"); and

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B. **FLOMET LLC**, a limited liability company organized and existing under the laws of the State of Delaware (the "Surviving Entity").

2. Attached hereto as Exhibit "A" is the Plan of Merger, dated as of June 30, 2011 (the "Plan of Merger"), which has been approved by the Merging Entity and the Surviving Entity in accordance with the provisions of Chapter 608, Florida Statutes and Chapter 18 of the Delaware Limited Liability Company Act.

3. The principal office address of the Surviving Entity under the laws of the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The street and mailing address of the Surviving Entity in the State of Florida is 810 Flightline Boulevard, DeLand, Florida 32724.

4. The Surviving Entity has agreed to pay any members with appraisal rights the amount to which such members are entitled under Sections 608-4351 through 608.43595.

5. The Merger shall become effective on the 30<sup>th</sup> day of June, 2011.

EFFECTIVE DATE

6/30/11

FILED  
11 JUN 30 AM 9:04  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be signed by their duly authorized representatives as of the 30<sup>th</sup> day of June, 2011.

FLOMET LLC, a Florida limited liability company

By: Robert L. Marten  
Robert L. Marten, President and Chief Executive Officer

FLOMET LLC, a Delaware limited liability company

By: Robert L. Marten  
Robert L. Marten, President and Chief Executive Officer

FILED  
11 JUN 30 AM 9:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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EXHIBIT "A"  
PLAN OF MERGER

FILED  
11 JUN 30 AM 9:04  
CLERK OF SUPERIOR COURT  
PALM BEACH COUNTY, FLORIDA

H11000171958 3

**AGREEMENT AND PLAN OF MERGER  
BY AND BETWEEN  
FLOMET LLC, a Florida limited liability company  
WITH AND INTO  
FLOMET LLC, a Delaware limited liability company**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of June 30, 2011 by and between Flomet LLC, a Florida limited liability company ("Flomet Florida"), and Flomet LLC, a Delaware limited liability company ("Flomet Delaware").

**WHEREAS**, Flomet Florida and Flomet Delaware desire to effect a merger whereby Flomet Florida will be merged with and into Flomet Delaware with Flomet Delaware being the surviving entity upon the terms and subject to the conditions set forth in the Plan of Merger attached hereto as Schedule 1 (the "Merger"); and

**WHEREAS**, the parties desire to enter into this Agreement for the purpose of setting forth and agreeing upon the terms and conditions of the Merger;

**NOW, THEREFORE, BE IT RESOLVED**, that in consideration of the foregoing premises and the mutual agreements, covenants, and provisions contained herein, the parties hereto agree as follows:

**ARTICLE I  
THE MERGER AND PLAN APPROVAL**

1. Flomet Florida shall be merged with and into Flomet Delaware pursuant to the Plan of Merger attached hereto as Schedule 1 (the "Plan of Merger") upon the filing of: (a) a Certificate of Merger with the Florida Department of State effecting the Merger (the "Florida Certificate"); and (b) the filing of a Certificate of Merger with the Secretary of State of Delaware (the "Delaware Certificate"). The term "Effective Date" shall mean the date on which, and the time when, the Delaware Certificate is filed.

2. The Plan of Merger shall be approved by each of Flomet Florida and Flomet Delaware prior to the filing of the Florida Certificate and the Delaware Certificate.

**ARTICLE II  
EFFECT OF THE MERGER**

Upon the Merger on the Effective Date, Flomet Delaware shall possess all of the assets, privileges, immunities, and franchises, of both a public and private nature, and shall be responsible and liable for all obligations of each of Flomet Florida and Flomet Delaware as more thoroughly described in the Plan of Merger.

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**ARTICLE III  
ASSIGNMENT**

If at any time Flomet Delaware shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, confirm or record in Flomet Delaware the title to any property or rights of Flomet Florida or to otherwise carry out the provisions of this Agreement or the Plan of Merger, Flomet Florida shall, effective as of the Effective Date, execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Flomet Delaware.

**ARTICLE IV  
MISCELLANEOUS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by the parties (in counterparts or otherwise). Signatures received through facsimile transmission shall bind the party whose signature is so received as if such signature were an original.

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

FLOMET LLC, a Florida limited liability company

By: 

Robert L. Marten, President and Chief  
Executive Officer

FLOMET LLC, a Delaware limited liability company

By: 

Robert L. Marten, President and Chief  
Executive Officer

FILED  
JUN 30 AM 9:04  
CLERK OF SUPERIOR COURT  
TREASURY OF FLORIDA

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**Schedule 1**

**PLAN OF MERGER  
OF  
FLOMET LLC, a Florida limited liability company  
WITH AND INTO  
FLOMET LLC, a Delaware limited liability company**

1. Upon the filing of a Certificate of Merger with the Office of the Delaware Secretary of State, FloMet LLC, a Florida limited liability company ("FloMet Florida"), shall be merged with and into FloMet LLC, a Delaware limited liability company ("FloMet Delaware"). FloMet Delaware is hereinafter sometimes referred to as the "Surviving Entity" and the merger that is the subject of this Plan of Merger is hereinafter referred to as the "Merger." FloMet Florida and FloMet Delaware are sometimes referred to hereinafter each as a "Party" and together as the "Parties."

2. The terms and conditions of the Merger are as follows:

(a) The Surviving Entity shall continue in existence and shall possess all of the rights, privileges, licenses, immunities and franchises, of a public as well as a private nature, of each of the Parties to the Merger, and all property, real, personal or mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each Party shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in either Party shall not revert or be in any way impaired by reason of such Merger; and the Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of each Party, and any claim existing or action or proceeding by or against either Party may be prosecuted as if such Merger had not taken place, or the Surviving Entity may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either Party shall be impaired by the Merger.

(b) The Surviving Entity will succeed to and assume all of the rights and obligations of FloMet Florida under each of the following: (i) the FloMet LLC 2000 Share Option Plan, (ii) all option agreements executed under the terms of, or otherwise in connection with, the FloMet LLC 2000 Share Option Plan, (iii) the FloMet LLC 2006 Share Option Plan, and (iv) all option agreements executed under the terms of, or otherwise in connection with, the FloMet LLC 2006 Share Option Plan.

(c) The Certificate of Formation of FloMet Delaware, as in effect at the Effective Time (as such term is defined below), shall be the Certificate of Formation of the Surviving Entity until thereafter amended as provided by law.

(d) The Limited Liability Company Agreement of FloMet Delaware, as in effect at the Effective Time, shall be the Limited Liability Company Agreement of the Surviving Entity until thereafter amended as provided by law.

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(e) The Manager of FloMet Delaware as of the Effective Time shall be the Manager of the Surviving Entity until its removal, resignation or replacement.

3. The Merger shall become effective upon the date and time of the filing of a Certificate of Merger with the Office of the Delaware Secretary of State (the "Effective Time").

4. The ownership interests in FloMet Florida are represented by "Shares," and the ownership interests of the members of FloMet Delaware are represented by "Shares." At the Effective Time, and as a result of the filing of the Certificate of Merger for the Merger with the Office of the Delaware Secretary of State, each issued and outstanding Share of FloMet Florida will automatically be converted into one (1) Share of FloMet Delaware. As a result thereof, each member of FloMet Florida will receive, as of the Effective Time, a number of Shares of FloMet Delaware equal to the number of Shares of FloMet Florida held by such member immediately prior to the Effective Time and, thereupon, such member's Shares of FloMet Florida will be deemed to have been cancelled. Notwithstanding the foregoing provisions of this paragraph, the number of Shares to be received by the three (3) initial members of FloMet Delaware as a result of the Merger will be reduced by the number of Shares of FloMet Delaware that each such initial member holds immediately prior to the Effective Time such that, as of the Effective Time, the ownership of Shares of FloMet Delaware will be identical to the ownership of Shares of FloMet Florida immediately prior to the Effective Time.

11 JUN 30 AM 9:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA