

L99000006132

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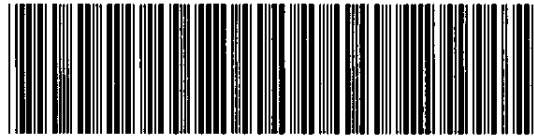
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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11 MAR 17 AM 10:41

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

SECRETARY OF STATE
DIVISION OF CORPORATIONS

11 MAR 17 PM 3:01

B. KOHR

MAR 17 2011

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 711086 4612432

AUTHORIZATION :

COST LIMIT : \$50.00

11 MAR 17 PM 3:01
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ORDER DATE : March 17, 2011

ORDER TIME : 4:21 PM

ORDER NO. : 711086-005

CUSTOMER NO: 4612432

ARTICLES OF MERGER

JOHNSON-IRVINE EQUIPMENT
COMPANY, LLC

INTO

STRATAGLASS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

**CERTIFICATE OF MERGER
OF
JOHNSON-IRVINE EQUIPMENT COMPANY, LLC
a Florida limited liability company
WITH AND INTO
STRATAGLASS, LLC
a Florida limited liability company**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 MAR 17 PM 3:01

To: DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
STATE OF FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies in accordance with s. 608.4382, Florida Statutes.

L99000006053

FIRST: JOHNSON-IRVINE EQUIPMENT COMPANY, LLC, a Florida limited liability company, which is hereinafter designated the "Company," shall be merged with and into STRATAGLASS, LLC, a Florida limited liability company, which is hereinafter designated the "Surviving Company."


SECOND: The name of the Surviving Company after this merger shall be STRATAGLASS, LLC.

THIRD: The attached plan of merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The merger is to become effective upon filing.

[SIGNATURE PAGE FOLLOWS]

JOHNSON-IRVINE EQUIPMENT COMPANY, LLC

By: 
Name: DAVID JOHNSON
Title: owner
Dated: December 1, 2010

STRATAGLASS, LLC

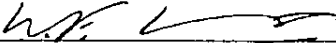
By: 
Name: WARREN JOHNSON
Title: partner
Dated: December 1, 2010

Exhibit A

Plan of Merger

6111432v1

**PLAN OF MERGER OF
JOHNSON-IRVINE EQUIPMENT COMPANY, LLC
a Florida limited liability company
WITH AND INTO
STRATAGLASS, LLC
a Florida limited liability company**

This Plan of Merger (the "Plan") is for the purpose of merging JOHNSON-IRVINE EQUIPMENT COMPANY, LLC, a Florida limited liability company (the "Company"), with and into STRATAGLASS, LLC, a Florida limited liability company (the "Surviving Company"), the Company and the Surviving Company being hereinafter referred to collectively as the "Companies," in accordance with the provisions of the Florida Limited Liability Company Act.

1. The Company shall be merged with and into the Surviving Company, and the Surviving Company shall be the surviving company of the Merger (as defined herein). The name of the Surviving Company shall be STRATAGLASS, LLC.

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

(a) Prior to the Effective Time (as defined herein), the Surviving Company and the Company shall execute and deliver a certificate of merger (the "Certificate of Merger"), which shall be filed with the Secretary of State of the State of Florida in accordance with the Florida Limited Liability Company Act. Subject to the terms and conditions of this Plan, at the Effective Time, the Company shall be merged (the "Merger") with and into the Surviving Company in accordance with the provisions of, and with the effects provided in, the Florida Limited Liability Company Act. The surviving company shall be the Surviving Company resulting from the Merger and as a result shall continue to be governed by the laws of the State of Florida and the separate coexistence of the Company shall cease.

(b) The Amended and Restated Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Date of Merger, shall be and continue to be the Operating Agreement of the Surviving Company until thereafter amended.

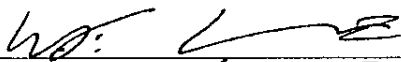
(c) The basis of dealing with the outstanding membership interests of the Surviving Company and the outstanding partnership interests of the Partnership shall be as follows:

(i) Pursuant to the Merger, all of the issued and outstanding membership interests of the Company ("Membership Interests") shall by virtue of the Merger be cancelled.

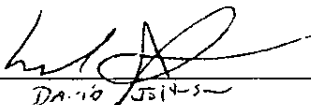
(ii) Immediately following the Merger, each member of the Surviving Company whose held Membership Interests in the Surviving Company immediately before the Effective Time will hold the same percentage of Membership Interests in the Surviving Company, with identical designations, preferences, limitations, and rights, immediately after the Effective Time.

(d) The Merger shall become effective at such time as set forth in the Certificate of Merger (the "Effective Time").

STRATAGLASS, LLC

By: 
Name: William F. Johnson
Title: President
Dated: December 1, 2010

JOHNSON-IRVINE EQUIPMENT COMPANY, LLC

By: 
Name: David Johnson
Title: member
Dated: December 1, 2010