

M11000005550

(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

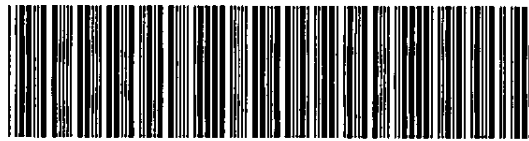
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:
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16 OCT -3 PM 12:05
SUPERVISOR
MAY 10 2016

Merger

OCT 07 2016

D CUSHING

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

ACCOUNT NO. : I20000000195
REFERENCE : 314705 4300097
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ ~~60.00~~ 70.00 *per Melissa*

ORDER DATE : September 30, 2016
ORDER TIME : 10:0 AM
ORDER NO. : 314705-005
CUSTOMER NO: 4300097

ARTICLES OF MERGER

AIR LIQUIDE HEALTHCARE AMERICA
CORPORATION

INTO

AIRGAS USA, LLC

FILED
16 OCT -3 PM 12:09
SECRETARY OF STATE
TALLAHASSEE, FL 32301

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: _____

FILED
16 OCT -3 PM 12:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
AIR LIQUIDE HEALTHCARE AMERICA CORPORATION
INTO
AIRGAS USA, LLC**

The following Articles of Merger are submitted to merge the following Florida Corporation in accordance with §607.1109, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Type Entity</u>
Air Liquide Healthcare America Corporation	Florida	Corporation 438365

SECOND: The exact name, form/entity type, and jurisdiction for each surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Type Entity</u>
Airgas USA, LLC	Delaware	Limited liability company M11-5550

THIRD: The Agreement and Plan of Merger of Air Liquide Healthcare America Corporation into Airgas USA, LLC annexed to these Articles of Merger as Exhibit A was approved by Air Liquide Healthcare America Corporation in accordance with the applicable provisions of Chapter 607, Florida statutes.

FOURTH: The Agreement and Plan of Merger of Air Liquide Healthcare America Corporation into Airgas USA, LLC annexed to these Articles of Merger as Exhibit A was approved by Airgas USA, LLC in accordance with the applicable provisions of the Limited Liability Company Act of the State of Delaware.

FIFTH: The principal office address of the surviving party to the merger, Airgas USA, LLC, in Delaware, the State of formation of Airgas USA, LLC is:

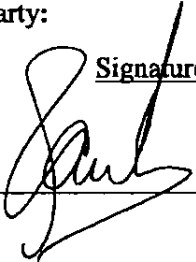
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street, Wilmington, Delaware 19801

SIXTH: Airgas USA, LLC, the surviving party to the merger, hereby:

(a) appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders, if any, of Air Liquide Healthcare America Corporation; and

(b) agrees to promptly pay the dissenting shareholders of Air Liquide Healthcare America Corporation, if any, the amount to which they are entitled under §6-7.1302, Florida Statutes.

SEVENTH: Signatures for each party:

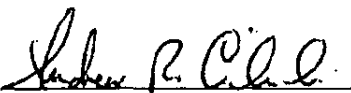
<u>Name of Party</u>	<u>Signature</u>	<u>Name and Title</u>
Air Liquide Healthcare America Corporation		Tamara Sarent-Eisner, Treasurer
Airgas USA, LLC	_____	_____

Date: October 3, 2016

FILED
16 OCT -3 PM 12:09
REGISTRY OF CLERKS
TALLAHASSEE, FLORIDA

(b) agrees to promptly pay the dissenting shareholders of Air Liquide Healthcare America Corporation, if any, the amount to which they are entitled under §6-7.1302, Florida Statutes.

SEVENTH: Signatures for each party:

<u>Name of Party</u>	<u>Signature</u>	<u>Name and Title</u>
Air Liquide Healthcare America Corporation	_____	_____
Airgas USA, LLC		Andrew R. Cichocki President

Date: October 3, 2016

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16 OCT -3 PM 12:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A

**Agreement and Plan of Merger of Air Liquide Healthcare America Corporation into
Airgas USA, LLC**

**AGREEMENT AND PLAN OF MERGER
OF
AIR LIQUIDE HEALTHCARE AMERICA CORPORATION
INTO
AIRGAS USA, LLC**

This Agreement and Plan of Merger (the "Merger Agreement") is entered into as of October 3, 2016 by and between Air Liquide Healthcare America Corporation, a Florida corporation ("ALHAC") and Airgas USA, LLC, a Delaware limited liability company ("Airgas").

WHEREAS, the Board of Directors of ALHAC has determined that it is in the best interest of ALHAC that ALHAC merge with and into Airgas, with Airgas to be the surviving company in such merger, has approved this Merger Agreement and has recommended that Airgas, Inc. ("AGI"), the sole shareholder of ALHAC, approve this Merger Agreement; and

WHEREAS, AGI, in its capacity as the sole shareholder of ALHAC and sole member of Airgas has determined that it is in the best interests of AGI, ALHAC and Airgas that ALHAC merge with and into Airgas and has approved this Merger Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALHAC and Airgas agree as follows.

ARTICLE I

THE MERGER

1.1 Merger. At the Effective Time (as defined in Section 1.2), ALHAC shall be merged with and into Airgas, the separate existence of ALHAC shall cease, and Airgas, as the surviving entity, shall continue to exist by virtue of and shall be governed by the laws of the State of Delaware (such actions, collectively, being called the "Merger").

1.2 Effective Time of Merger. A Certificate of Merger, setting forth the information required by, and otherwise in compliance with Delaware law shall be delivered for filing with the Secretary of State of the State of Delaware, and Articles of Merger setting forth the information required by and otherwise in compliance with Florida law shall be delivered for filing with the Department of State of Florida. The Merger shall become effective when filed with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware (the time of such effectiveness is herein called the "Effective Time"). Notwithstanding the foregoing, by action of the Directors of ALHAC or Airgas, either ALHAC or Airgas may terminate this Merger Agreement at any time prior to filing of the Articles of Merger with the Secretary of State of the State of Florida.

1.3 Effects of Merger. At the Effective Time, Airgas, without further action, as provided by the laws of the State of Delaware and the State of Florida, shall succeed to and

possess all the rights, privileges, powers and franchises of ALHAC and Airgas; and all property, real, personal and mixed, and all debts due to, and all other things and causes of action belonging to ALHAC or Airgas shall be deemed to be vested in Airgas without further act or deed and shall thereafter be the property of Airgas; and the title to any real property, or any interest therein, vested by deed or otherwise in ALHAC or Airgas shall not revert or be in any way impaired by reason of the Merger. Such transfer to and vesting in Airgas shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision in any contract, agreement, decree, order or other instrument to which ALHAC or Airgas is a party or by which either of them is bound. At and after the Effective Time, all rights of creditors and all liens upon any property of ALHAC or Airgas shall be preserved unimpaired by the Merger, and all debts, liabilities and duties of ALHAC and Airgas shall thenceforth attach to Airgas, and may be enforced against Airgas to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.4 Certificate of Formation. The Certificate of Formation of Airgas as in effect at the Effective Time shall be and remain the Certificate of Formation of Airgas as the surviving entity, until the same shall thereafter be altered, amended or repealed in accordance with law.

1.5 Operating Agreement. The Operating Agreement of Airgas as in effect at the Effective Time shall be and remain the Operating Agreement of Airgas as the surviving entity, until the same shall thereafter be altered, amended or repealed in accordance with law or such Operating Agreement.

ARTICLE II

EFFECT ON OUTSTANDING LIMITED LIABILITY COMPANY INTERESTS AND OUTSTANDING SHARES

2.1 Airgas. At the Effective Time, the Membership interest of Airgas shall remain outstanding without change.

2.2 ALHAC Shares. At the Effective Time, all of the outstanding shares of ALHAC shall, without any action on the part of the holder thereof, be automatically cancelled, without the issuance of any additional Membership interest of Airgas or other consideration in respect thereof.

ARTICLE III

MANAGERS

3.1 Managers. At the Effective Time, any parties who were serving as a Manager of Airgas immediately prior to the Effective Time shall continue to be a Manager of Airgas and shall continue to serve in such capacity at the pleasure of the Members or, if earlier, until its, his or her respective death or resignation. The names and addresses of such managers are:

<u>Name</u>	<u>Address</u>
Pascal Vinet	259 N Radnor Chester Road #100 Radnor, PA 19087
Thomas Smyth	259 N Radnor Chester Road #100 Radnor, PA 19087
Andrew Cichocki	259 N Radnor Chester Road #100 Radnor, PA 19087

ARTICLE IV

OFFICERS

4.1 Officers. At the Effective Time, if there are any, Officers who were serving as an officer of Airgas immediately prior to the Effective Time shall continue to be officers of Airgas and shall continue to serve in such capacity at the pleasure of the Board of Managers or, if earlier, until his or her respective death or resignation.

ARTICLE V

MISCELLANEOUS

5.1 Effect of Section Headings. Section headings appearing in this Merger Agreement are inserted for convenience of reference only and shall in no way be construed to be interpretations of the provisions hereof.

5.2 Amendment. To the extent permitted by law, this Merger Agreement may be amended or supplemented at any time and in any respect, to the extent such amendment or supplement relates to the Merger, by action taken by the Board of Directors of ALHAC and the Board of Managers of Airgas, if prior to the Effective Time, or by the Board of Managers of Airgas, if on or after the Effective Time.

5.3 Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware with respect to all matters.

5.4 Counterparts. This Merger Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

**AIR LIQUIDE HEALTHCARE
AMERICA CORPORATION**

By: 

Name: Tamara Sgrovet-Eisner
Title: Treasurer

AIRGAS USA, LLC

By: _____

Name:
Title:

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

**AIR LIQUIDE HEALTHCARE
AMERICA CORPORATION**

By: _____
Name:
Title:

AIRGAS USA, LLC

By: Andrew R. Cichocki
Name: Andrew R. Cichocki
Title: President