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Florida Department of State
Division of Corporations
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To:

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

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
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Fax Number : (850) 878-5368

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15 JUN 18 AM 10:50

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
ESSENTIA PLASTICS LLC**

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$68.75

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Help EFFECTIVE DATE
June 24, 2015

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Essentra Plastics LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Trina Circelli

Contact Person

Essentra plc

Firm/Company

7400 W. Industrial Drive

Address

Forest Park, Illinois 60130

City, State and Zip Code

TrinaCircelli@essentra.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Sonia Ravin

at (312) 849-8145

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, 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/Entity Type</u>
ABRIC North America, Inc.	Florida	Corporation

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Essentra Plastics LLC	Delaware	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

June 24, 2015

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

c/o Capitol Services, Inc.

1675 South State Street, Suite B

Dover, Delaware 19901

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

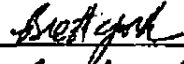
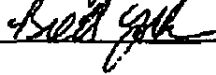
a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ABRJC North America, Inc.		Brett York, President
Essentra Plastics LLC		Brett York, President

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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PLAN OF MERGER

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ABRIC North America, Inc.	Florida	Corporation

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Essentra Plastics LLC	Delaware	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

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FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

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FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Essentra Corp.

7400 W. Industrial Drive

Forest Park, Illinois 60130

(Attach additional sheet if necessary)

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SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of June 18, 2015 by and between ESSENTRA PLASTICS LLC, a Delaware limited liability company (the "Surviving Entity"), and ABRIC NORTH AMERICA, INC., a Florida corporation (the "Merging Entity").

RECITALS

WHEREAS, the sole member of the Surviving Entity and the board of directors of the Merging Entity deem it to be advisable and in the best interests of the Surviving Entity and the Merging Entity, respectively, to merge the Merging Entity with and into the Surviving Entity (the "Merger"), and to consummate the Merger upon the terms and conditions set forth herein and in accordance with the Florida Business Corporation Act (the "FL Act") and the Delaware Limited Liability Company Act (the "LLC Act"); and

WHEREAS, the board of directors of the Merging Entity has recommended the Merger and this Agreement to its sole shareholder, and the sole member of the Surviving Entity and the sole shareholder of the Merging Entity have each reviewed and approved the Merger and this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FL Act and the LLC Act, the Merging Entity shall be merged with and into the Surviving Entity at the Effective Time (as defined in Section 1.2 below). Upon consummation of the Merger, the separate corporate existence of the Merging Entity shall cease and the Surviving Entity shall continue as the surviving entity of the Merger under the name "Essentra Plastics LLC".

1.2 Effective Time. At the closing of the Merger, the parties shall file or cause to be filed: (a) a Certificate of Merger with the Secretary of State of the State of Delaware in such form as is required by and executed in accordance with the relevant provisions of the LLC Act and (b) Articles of Merger with the Secretary of State of the State of Florida in such form as is required by and executed in accordance with the relevant provisions of the FL Act. The effective time of the Merger contemplated by and provided for herein shall be June 24, 2015 at 12:01 a.m., Eastern Time (the "Effective Time").

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1.3 Effects of the Merger. At and after the Effective Time, the Merger will have the effects set forth in the FL Act and the LLC Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges and powers of the Merging Entity shall be vested in the Surviving Entity, and all debts, liabilities and duties of the Merging Entity shall be the debts, liabilities and duties of the Surviving Entity.

1.4 Organizational Documents. The Merger shall have no effect on the organizational documents of the Surviving Entity, including, without limitation, its certificate of formation and its limited liability company agreement (the "Organizational Documents"), and the Organizational Documents of the Surviving Entity immediately prior to the Effective Time shall be the Organizational Documents of the Surviving Entity until thereafter changed or amended as provided therein or by applicable law.

1.5 Officers of the Surviving Entity. The officers of the Surviving Entity shall be the same officers of the Surviving Entity immediately prior to the Merger, until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors or additional officers are duly appointed, as the case may be.

ARTICLE II TERMS AND CONDITIONS

2.1 Effect of Merger on the Merging Entity's Equity Interests. As of the Effective Time, each share of stock of the Merging Entity issued and outstanding immediately prior to the Effective Time shall be automatically canceled and extinguished by virtue of the Merger without any action by the holder thereof, and no cash or securities or other property shall be payable in respect thereof.

2.2 Manner and Basis of Converting the Rights to Acquire Shares. The manner and basis of converting the rights to acquire shares of the Merging Entity into the rights to acquire membership interests of the Surviving Entity or, in whole or in part, into cash or other property is as follows: the rights (if any) to acquire shares of the Merging Entity as of the Effective Time, by virtue of the merger and without any action by any party or holder, shall become the rights (if any) to acquire membership interests of the Surviving Entity.

ARTICLE III MISCELLANEOUS

3.1 Further Assurances. At and after the Effective Time, the officers of the Surviving Entity will be authorized to execute and deliver, in the name and on behalf of the Surviving Entity and the Merging Entity, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Merging Entity, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Entity any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger.

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3.2 Severability and Consequences of Invalid Terms. If any portion or provision of this Agreement is found to be void or unenforceable for any reason by a court of competent jurisdiction, such court should enforce all portions and provisions of this Agreement to the maximum extent that would have been enforceable in the original Agreement. If such portion or provision cannot be so modified to be enforceable, the unenforceable portion shall be deemed severed from the remaining portions and provisions of this Agreement, which shall otherwise remain in full force and effect.

3.3 Complete Agreement. This Agreement represents the complete agreement between the parties to this Agreement regarding the subject matter hereof, and supersedes any prior existent agreements, whether oral or written.

3.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

3.5 Amendments. Modifications of this Agreement shall not be binding, valid or enforceable unless they are approved in writing by each of the parties to this Agreement.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to its conflict of law principles that would require the application of any other law.

3.7 Plan of Reorganization. This Agreement references the Merging Entity's, the Surviving Entity's and the sole member of the Surviving Entity's adoption of a plan of reorganization of the Essentra plc group of companies within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

[Signature page follows]

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6/18/2015 3:14:04 PM From: To: 8506176380(13/13)

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be signed by their respective agents or representatives thereunto duly authorized, all as of the date first written above.

SURVIVING ENTITY:

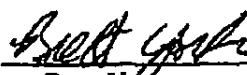
ESSENTA PLASTICS LLC

By: Essentra Corp., a Delaware corporation
Its: Sole Member

By: 
Name: Brett York
Title: President

MERGING ENTITY:

ABRIC NORTH AMERICA, INC.

By: 
Name: Brett York
Title: President

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