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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

ARTICLES OF MERGER
OF
FOOD TECHNOLOGY SERVICE, INC.
INTO
STERIGENICS U.S., LLC

THESE ARTICLES OF MERGER (these "Articles") are being submitted to merge the following Florida profit corporation in accordance with Section 607.1109 of the Florida Statutes (the "Merger"):

FIRST: **Merging Entity**. The exact name, street address of its principal office, jurisdiction and entity type for the merging entity (the "Merging Entity") is as follows:

Name:	Food Technology Service, Inc.
Address:	50 Prairie Mine Road, Mulberry, Florida 33860
Jurisdiction:	Florida
Entity Type:	corporation
Florida Doc. No.:	H89387

SECOND: **Surviving Entity**. The exact name, street address of its principal office, jurisdiction and entity types of the surviving entity (the "Surviving Entity") is as follows:

Name:	Sterigenics U.S., LLC
Address:	Three Parkway North, Suite 100N, Deerfield, IL 60015
Jurisdiction:	Delaware
Entity Type:	limited liability company
Delaware File No.:	2754117

THIRD: The Agreement and Plan of Merger (the "Plan of Merger") for the Merger attached hereto as Exhibit A, and by this reference is incorporated in these Articles in its entirety. The Plan of Merger was approved by the Merging Entity that is a party to the Merger in accordance with the applicable provisions of Chapter 607, Florida Statutes (the "F.S.").

FOURTH: The Plan of Merger for the Merger attached hereto as Exhibit A, was approved by the Surviving Entity that is a party to the Merger in accordance with the applicable laws of the State of Delaware, jurisdiction under which the Surviving Entity is formed, organized or incorporated.

FIFTH: The Merger shall become effective on the date these Articles are filed by the Florida Department of State.

SIXTH: The Surviving Entity is formed and organized under the laws of the State of Delaware and the Surviving Entity's principal office address is Three Parkway North, Suite 100N, Deerfield, IL 60015.

SEVENTH: The Surviving Entity 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 a party to the Merger.

b.) Agrees to promptly pay the dissenting shareholders of the domestic corporation that is a party to the Merger the amount, if any, to which they are entitled under Section 607.1302, of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned entities have caused these Articles of Merger to be executed and acknowledged in their respective names by their respective duly authorized individuals on this 5th day of August, 2014.

MERGING ENTITY:

FOOD TECHNOLOGY SERVICE, INC.,
a Florida corporation

By: [signature]
Name: Corey H. Grauer
Title: Vice President, General Counsel and Corporate Secretary

SURVIVING ENTITY:

STERIGENICS U.S., LLC,
a Delaware limited liability company

By: STERIGENICS INTERNATIONAL LLC,
a Delaware limited liability company

By: [signature]
Name: Corey H. Grauer
Title: Vice-President, General Counsel, Corporate Secretary and Authorized Person

Exhibit A

Agreement and Plan of Merger

(Attached)

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AGREEMENT AND PLAN OF MERGER
OF
FOOD TECHNOLOGY SERVICE, INC.
(a Florida corporation)
INTO
STERIGENICS U.S., LLC
(a Delaware limited liability company)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the 5th day of August 2014 by and between FOOD TECHNOLOGY SERVICE, INC., a Florida corporation (the "Merging Entity"), and STERIGENICS U.S., LLC, a Delaware limited liability company (the "Surviving Entity").

RECITALS:

WHEREAS, the Merging Entity is a corporation duly organized and existing under the laws of the State of Florida and is a wholly-owned subsidiary of the Surviving Entity.

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under the laws of the State of Delaware.

WHEREAS, the Board of Directors and the sole Shareholder of the Merging Entity deem it advisable and in the best interest of the Merging Entity, that the Merging Entity merge with and into the Surviving Entity pursuant to the Florida Statutes.

WHEREAS, the Sole Member and the Sole Manager of the Surviving Entity deem it advisable and in the best interest of the Surviving Entity, that the Merging Entity merge with and into the Surviving Entity pursuant to the Delaware Statutes.

WHEREAS, the Board of Directors and sole Shareholder of the Merging Entity and the Sole Member and Sole Manager of the Surviving Entity have approved the terms and conditions of this Agreement and directed that the proposed merger be approved in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

1. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a limited liability company, upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the State of Delaware as the surviving limited liability company and they further agree as follows:

a. The purposes, the registered agent, and the address of the registered office of the Surviving Entity shall remain the same. From and after the Effective Date (as defined below), and until further amended, altered, or restated as provided by law, the Certificate of

Formation separate and apart from this Agreement shall be and may be separately certified as the Certificate of Formation of the Surviving Entity.

b. The Limited Liability Company Operating Agreement of the Surviving Entity in effect on the effective date, if any, shall be the Limited Liability Company Operating Agreement of the Surviving Entity until it shall be altered, amended, or replaced or until a new Limited Liability Company Operating Agreement is adopted as provided therein.

c. The Sole Manager of the Surviving Entity shall be the Sole Manager of the Surviving Entity on the Effective Date.

2. This Agreement was submitted to the Board of Directors and the sole Shareholder the Merging Entity and the Sole Member and Sole Manager of the Surviving Entity for their consent and approval, in accordance with Sections 607.1103, 607.1108, 607.1109 and 607.11101 of the Florida Statutes and Section 18-209 of the Delaware Limited Liability Company Act, was adopted and approved in accordance with the laws of the State of Florida and the State of Delaware, and this Agreement, the appropriate Articles of Merger, Certificate of Merger, and such other documents are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida and the State of Delaware, respectively.

3. The effective date for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity shall be upon the filing of the Articles of Merger with the Florida Secretary of State and the Certificate of Merger with the Delaware Department of State (the "Effective Date").

4. On the Effective Date, (i) each share of the Merging Entity's issued and outstanding as of the date thereof will be cancelled without any consideration being paid therefor, and (ii) each percentage interest of the Surviving Entity's membership interest immediately prior to the Effective Date will continue to represent the membership interest the Surviving Entity.

5. On the Effective Date, the transfer books of the Merging Entity shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

6. Prior to and on the Effective Date, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the officers and directors of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

7. On and after the Effective Date, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both

public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

8. The principal office of the Surviving Entity shall be Three Parkway North, Suite 100N, Deerfield, IL 60015.

9. This Agreement embodies the entire agreement between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

10. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida and the State of Delaware. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

This Plan and Agreement of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

[Signatures on the following page]

NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Plan and Agreement of Merger on the date first written above.

Merging Entity:

Food Technology Service, Inc.,
a Florida corporation

By: [signature]
Name: Corey H. Grauer
Title: Vice President, General Counsel, and Corporate Secretary

Surviving Entity:

Sterigenics U.S., LLC,
a Delaware limited liability company

By: Sterigenics International LLC,
its sole Manager

By: [signature]
Name: Corey H. Grauer
Title: Vice-President, General Counsel, Corporate Secretary and Authorized Person

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