

M 1500000 1660

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

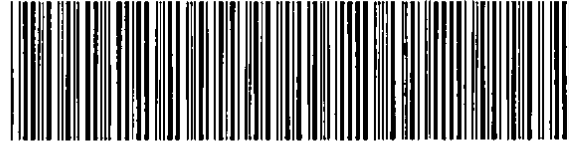
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Call/Fn \$70.00

Office Use Only



200338129732

S TALLENT
DEC 18 2019

43 DEC 17 20 16:50

Morgan

2019 DEC 17 AM 9:22
FILED

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 12/17/2019

Acc#I20160000072

en: c DW

Name:	Innovative Vacuum Solutions, Inc.
Document #:	
Order #:	12485088

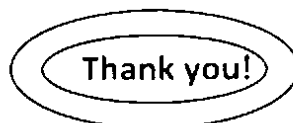
Certified Copy of Arts & Amend:	<input type="checkbox"/>			
Plain Copy:	<input type="checkbox"/>			
Certificate of Good Standing:	<input type="checkbox"/>			
	<input type="checkbox"/>			
Apostille/Notarial Certification:	<input type="checkbox"/>		Country of Destination:	
			Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
	Plain: <input checked="" type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

up to 12

Amount: \$ 70.00



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Edwards Vacuum LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Machelle Morey

Contact Person

Atlas Copco North America

Firm/Company

6 Century Drive, Suite 310

Address

Parsippany, NJ 07054

City, State and Zip Code

scott.murray@atlas copco.com

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

For further information concerning this matter, please call:

Machelle Morey

at (973) 397-3403

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**

2019 DEC 17 AM 9:22

FILED

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>
Innovative Vacuum Solutions, Inc.	Florida	Corporation <i>FL3000026179</i>

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>
Edwards Vacuum LLC	Delaware	LLC <i>ML50000011660</i>

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.

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:

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:



6416 Inducon Drive, Sanborn, NY 14132

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.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Innovative Vacuum Solutions, Inc.		Jim Levitt
Edwards Vacuum LLC		Jim Levitt

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 13, 2019 (this "Agreement"), between Edwards Vacuum LLC, a limited liability company organized under the laws of the State of Delaware (hereinafter "EDWARDS"), and Innovative Vacuum Solutions Inc ("IVS"), a corporation organized under the laws of the State of Florida;

WHEREAS, Atlas Copco North America LLC, as the sole member of EDWARDS, has adopted this Agreement and approved the Merger upon the terms set forth herein;

WHEREAS, EDWARDS, as the sole shareholder of IVS, has adopted this Agreement and approved the Merger upon the terms set forth herein;

WHEREAS, the Board of Directors of IVS has adopted this Agreement and submitted this Agreement to IVS' sole shareholder for approval, and the Board of Directors of IVS has recommended this Agreement to IVS' sole shareholder, and whereas said sole shareholder has concurred with said recommendation and has approved this Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, EDWARDS and IVS hereby agree as follows:

SECTION 1. The Merger. Upon the terms set forth in this Agreement, and in accordance with Section 252 of the Act at the Effective Time (as defined below), IVS shall be merged with and into EDWARDS, the separate existence of IVS shall cease, and EDWARDS shall be the surviving entity of the merger and shall continue its existence as a limited liability company under the laws of the State of Delaware (hereinafter sometimes referred to as the "Surviving Company"). EDWARDS shall file this Agreement in the Office of the Secretary of State of the State of Delaware.

SECTION 2. Effective Time of the Merger. The Merger shall become effective at the time of that this Agreement has been filed with the Office of the Secretary of State of the State of Delaware. (the "Effective Time").

SECTION 3. Effect of the Merger. At the Effective Time, by virtue of the Merger and without any further act or deed on the part of the parties hereto, the effect of the Merger shall be as provided in the applicable provisions of the Act. Without limiting the generality of the foregoing, from and after the Effective Time, the Surviving Company shall possess all the rights, privileges, powers and franchises and be subject to all of the debts, liabilities, obligations, restrictions, disabilities and duties of IVS and EDWARDS.

SECTION 4. Operating Agreement. The Operating Agreement of EDWARDS, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Company until thereafter amended as provided by law or such Operating Agreement.

SECTION 5. Conversion of Stock. At the Effective Time, the shares of stock of IVS that are issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of EDWARDS or IVS, be cancelled. The limited

liability company interests of EDWARDS that are outstanding immediately prior to the Effective Time shall be unaffected by the Merger and shall remain outstanding as a limited liability company interest in EDWARDS.

SECTION 6. Directors and Officers. The directors of EDWARDS immediately prior to the Effective Time shall remain the directors of the Surviving Company on and after the Effective Time, each to hold office in accordance with the Operating Agreement of the Surviving Company, and the officers of EDWARDS, if any, immediately prior to the Effective Time shall remain the officers of the Surviving Company on and after the Effective Time, in each case until their respective successors are duly elected or appointed and qualified.

SECTION 7. Consent to Jurisdiction/Service of Process. Each party hereto (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement and (ii) consents to the service of process by mail.

SECTION 8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

SECTION 9. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 10. Counterparts; Effectiveness. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

SECTION 11. Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof. No provision of this Agreement is intended to confer on any person other than the parties hereto any rights or remedies.

SECTION 12. Headings. The descriptive headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

SECTION 13. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the

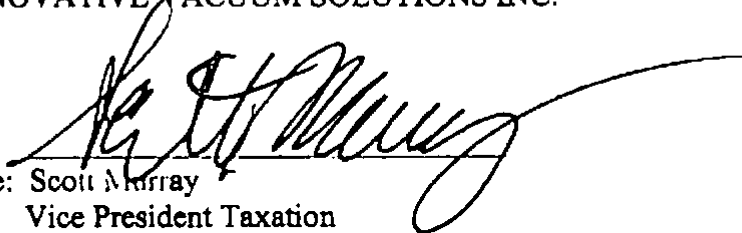
parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

EDWARDS VACUUM LLC

By: 
Name: Jim Levitt
Title: Assistant Secretary

INNOVATIVE VACUUM SOLUTIONS INC.

By: 
Name: Scott Murray
Title: Vice President Taxation

I, Jim Levitt (Assistant Secretary), of Edwards Vacuum LLC a limited liability company organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Innovative Vacuum Solutions Inc a corporation of the State of Florida was duly adopted pursuant to subsection (f) Section 251 of the General Corporation Law of the State of Delaware by unanimous consent of Edwards Vacuum LLC and that subsection (f) Section 251 is applicable; and that the Agreement of Merger was thereby adopted by action of the Board of Directors of said Edwards Vacuum LLC and is the duly adopted agreement and act of said corporation.

WITNESS my hand on this 13th day of December, 2019.


Assistant Secretary