

M64270

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H16000241671 3)))



H180002416713ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

From:

Account Name : BROAD AND CASSEL (ORLANDO)
Account Number : I19980000090
Phone : (407) 839-4200
Fax Number : (407) 839-4264

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE
Scientific Glass of Fla., Inc.

Certificate of Status	1
Certified Copy	1
Page Count	12
Estimated Charge	\$87.50

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 SEP 28 PM 4: 26

RECEIVED
16 SEP 28 PM 4: 21

**ARTICLES OF MERGER
OF**

M.B. GRINDING, INC., a Florida corporation

WITH AND INTO

SCIENTIFIC GLASS OF FLA., INC., a Florida corporation

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 SEP 28 PM 4:26

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, these Articles of Merger provide that:

1. The name and state of formation of the constituent entities participating the merger are:

- (a) **M.B. GRINDING, INC.**, a Florida corporation ("M.B."); and
- (b) **SCIENTIFIC GLASS OF FLA., INC.**, a Florida corporation ("Scientific Glass") and, together with M.B., each a "Party" and, collectively, the "Parties").

2. M.B. shall be merged with and into Scientific Glass, with Scientific Glass being the surviving corporation (the "Merger").

3. The effective date of the Merger is the date this document is filed with the Florida Department of State.

4. The terms and conditions of the Merger, and the manner of converting the common shares of M.B. into common shares of Scientific Glass, are set forth in the Agreement and Plan of Merger dated September 28, 2016, a true and correct copy of which is attached hereto as Exhibit A (the "Plan of Merger").

5. The Plan of Merger was adopted by the board of directors and the shareholders of M.B. on September 28, 2016, by unanimous written consent in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

6. The Plan of Merger was adopted by the board of directors and the shareholders of Scientific Glass on September 28, 2016, by unanimous written consent in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

7. The principal office and mailing address of Scientific Glass immediately following the Merger shall be: 201 Northstar Court, Sanford, Florida 32771.

[Remainder of Page Intentionally Blank.]

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Parties by the undersigned as of September 28, 2016.

"M.B."

M.B. GRINDING, INC., a Florida corporation

By: Melvin Hart
Name: Melvin Hart
Title: President

"SCIENTIFIC GLASS"

SCIENTIFIC GLASS OF FLA., INC., a Florida corporation

By: Brady A. Hart
Name: Brady Hart
Title: President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

by and between

M.B. GRINDING, INC.

and

SCIENTIFIC GLASS OF FLA., INC.

Dated:

September 28, 2016

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of September 28, 2016, is made by and between M.B. Grinding, Inc., a Florida corporation ("M.B."), and Scientific Glass of Fla., Inc., a Florida corporation ("Scientific Glass"), each of which is a party ("Party").

WITNESSETH:

A. The board of directors and stockholders of M.B. and the board of directors and shareholders of Scientific Glass have approved the acquisition of M.B. by Scientific Glass pursuant to the terms and conditions of this Agreement and the Articles of Merger set forth in Exhibit A hereto ("Merger Articles"), in accordance with the General Corporation Law of Florida, as amended, which permit such Merger.

B. For United States federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

C. Each of the parties to this Agreement desires to make certain representations, warranties and agreements in connection with the Merger and also to prescribe various conditions thereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. Definitions.

"Act" means the General Corporation Law of Florida, as amended.

"IRS" means the United States Internal Revenue Service.

"Closing" has the meaning set forth in Section 3.b below.

"Closing Date" has the meaning set forth in Section 3.b below.

"Effective Time" has the meaning set forth in Section 3.c below.

"Merger" has the meaning set forth in Section 2 below.

"M.B. Common Stock" means any outstanding share of the capital stock of M.B.

"M.B. Stockholders" means the individuals, trusts, and entities that own M.B. Common Stock.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Party" has the meaning set forth in the preface above.

"Surviving Entity" has the meaning set forth in Section 3.a below.

2. Basic Transaction. On and subject to the terms and conditions of this Agreement and more particularly set forth in Sections 3 and 4 below, M.B. will merge with and into Scientific Glass (the "Merger") and the separate corporate existence of M.B. shall thereupon cease, and Scientific Glass shall be the corporation surviving the Merger.

3. The Merger.

a. The Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Act, at the Effective Time (as defined below), M.B. will merge with and into Scientific Glass and Scientific Glass will be the surviving entity in the Merger (the "Surviving Entity"). As such, Scientific Glass shall continue its corporate existence under the laws of Florida, and the separate corporate existence of M.B. thereupon shall cease. The names and business addresses of the Directors of the Surviving Entity are as follows:

Melvin G. Hart, Director
Scientific Glass of Fla., Inc.
201 Northstar Court
Sanford, Florida 32771

Carla M. Hart, Director
Scientific Glass of Fla., Inc.
201 Northstar Court
Sanford, Florida 32771

b. Closing. Subject to the satisfaction or, to the extent permitted by applicable law, waiver of the conditions to consummation of the Merger contained herein, the closing of the Merger (the "Closing") shall take place on September 28, 2016 (the "Closing Date"), unless another time or date is agreed to by the parties hereto. The Closing will be held at the offices of Scientific Glass's counsel, or at such other location as is agreed to by the Parties.

c. Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, the parties shall cause the Merger to be consummated by filing with the Department of State of the State of Florida (the "Department") Articles of Merger substantially in the form attached hereto as Exhibit A, duly executed and so filed in accordance with the Act and shall make all other filings and recordings required under the Act to effectuate the Merger and the transactions contemplated by this Agreement. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Department, or at such subsequent date or time as the Parties mutually shall agree and specify in the Merger Articles (the time the Merger becomes so effective being hereinafter referred to as the "Effective Time"). This Agreement shall constitute a plan of merger to the extent required under provisions of the Act. The parties shall cooperate with each other and take all commercially reasonable actions to pre-position and/or pre-clear the Merger Articles with the Secretary so that the Merger Articles are accepted and become effective on the Closing Date.

d. Effects of the Merger. The Merger shall have the effects set forth in the Act.

e. Articles of Incorporation and Bylaws of the Surviving Entity. The Articles of Incorporation of Scientific Glass shall be the Articles of Incorporation of the Surviving Entity. The Bylaws of Scientific Glass in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Entity until thereafter amended or restated as provided therein or by applicable law.

4. Effect of the Merger on M.B. Common Stock. At the Effective Time, as a result of the Merger, the following shall occur:

a. Exchange of M.B. Common Stock. For M.B. Stockholders receiving a Notice of Merger and Appraisal Rights Notice, upon either (i) the receipt of a written consent from such M.B. Stockholder, or (ii) the expiration of the 20-day period for M.B. Stockholders to exercise his, her, or its appraisal rights set forth in Section 4.c below or the timely withdrawal of such exercised appraisal rights, for all of the M.B. Common Stock that is held by such M.B. Stockholder immediately before the Effective Time, Scientific Glass shall issue to such holder a total of one (1) share of common stock in Scientific Glass.

b. Cancellation of Shares of M.B. Common Stock. At the Effective Time, all shares of M.B. Common Stock then issued and outstanding will automatically no longer be outstanding and all such shares of Common Stock will be cancelled and retired and will cease to exist, and, subject to Section 4.c, each holder of a certificate formerly representing any such shares will cease to have any rights with respect thereto, except the right to receive the Merger Consideration in accordance with Section 4.a hereof.

c. Dissenting Stockholders. Any holder of shares of M.B. Common Stock who perfects his, her, or its appraisal rights in accordance with and as contemplated by Section 607 of the Act ("Dissenting Shares") shall be entitled to receive the value of such shares in cash as determined pursuant to such provision of law; provided, that no such payment shall be made to any dissenting stockholder unless and until such dissenting shareholder has complied with the applicable provisions of the Act and surrendered to Scientific Glass the certificate or certificates representing the Dissenting Shares for which payment is being made. In the event that after the Effective Time a dissenting stockholder of M.B. fails to perfect timely, or effectively withdraws or loses, his, her, or its right to appraisal, Scientific Glass shall issue and deliver the consideration to which such holder of shares of M.B. Common Stock is entitled under Section 4.a, as applicable (without interest) upon surrender by such holder of the certificate or certificates representing shares of M.B. Common Stock held by such stockholder.

5. Miscellaneous.

a. Press Releases and Announcements. No Party shall issue any press release or announcement relating to the subject matter of this Agreement without the prior written approval of Scientific Glass and M.B.

b. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

c. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire Agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof.

d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns.

e. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, by any Party hereto in whole or in part (whether by operation of law or otherwise) without the prior written consent of the other Party.

f. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

g. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telefax and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to Scientific Glass:

Scientific Glass of Fla., Inc.
201 Northstar Court
Sanford, Florida 32771
Attn: Brady A. Hart, President

If to M.B.:

M.B. Grinding, Inc.
201 Northstar Court
Sanford, Florida 32771
Attn: Brady A. Hart, President

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

h. **Amendments and Waivers.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties.

j. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provisions with a term or provisions that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

k. **Expenses.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not treated as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other reasonable charges billed by the attorney to the prevailing Party.

l. **Construction.** The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires.

m. **Incorporation of Exhibits.** The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

n. **Remedies Cumulative.** Except as otherwise expressly provided herein, no remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

o. **Dispute Resolution.**

i. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than matters related to the appraisal rights of Dissenting Stockholders according to Section 4(c) herein, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by notice to the other party and the American Arbitration Association, demand mediation administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures. The mediation shall take place in Orlando, Florida. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration administered by the American Arbitration Association under its under its Commercial Arbitration Rules and Mediation Procedures.

ii. All disputes, including any dispute as to whether a particular controversy or party is subject to arbitration, shall be submitted to and resolved by a panel of three (3) arbitrators. THE PANEL OF ARBITRATORS MAY NOT AWARD ANY PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. NO PARTY MAY SEEK OR OBTAIN PREJUDGMENT INTEREST. The panel of arbitrators shall apply the laws of the State of Florida applicable to transactions executed and to be wholly performed in the State of Florida by residents of the State of Florida, and shall not apply the laws of conflicts of laws of the State of Florida.

iii. The decision of the panel of arbitrators shall be final and binding. The arbitration shall take place in Orlando, Florida, and the proceedings and all documents shall be in English. Unless costs are awarded in the arbitration proceedings, all expenses, costs, and legal fees individually

incurred in connection with such arbitration shall be borne by the party incurring them. The filing fee required by the Commercial Arbitration Rules shall be shared equally by the parties to the arbitration.

iv. Judgment upon any award of arbitration under this Agreement may be entered in any court having jurisdiction thereof. For the purposes of any proceedings arising out of this Agreement, including proceedings incidental to or in aid of these arbitration provisions, The parties hereby consent to the jurisdiction, personal or otherwise, of any local and federal court of the State of Delaware, and the parties further agree that mailing to its last known address by registered mail of any process shall constitute lawful and valid process in any such proceeding.

v. If either Party, notwithstanding the foregoing, should attempt either to resolve any dispute arising in connection with this Agreement in a court of law or equity or to forestall, preempt, or prevent arbitration of any such dispute by resort to the process of a court of law or equity, and such dispute is ultimately determined to be arbitrable by such court of law or equity, the panel of arbitrators shall include in its award an amount for the other party equal to all of that other party's costs, including attorney's fees, incurred in connection with such arbitrability determination.

p. Counterparts; Captions. This Agreement may be executed in counterparts, including by means of facsimile, each of which when executed shall be deemed an original copy of this Agreement and all of which taken together shall constitute one and the same agreement. The captions are for convenience of reference only and shall not control or affect the construction to be given any of the provisions in this Agreement and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.

q. Certification of the Secretary of Scientific Glass. The Secretary of Scientific Glass hereby certifies that this Agreement has been adopted pursuant to Section 607 of the Act and certifies that no shares of Scientific Glass common stock were issued by Scientific Glass prior to the adoption by its Board of Directors of the resolution approving this Agreement.

By: Debra Harsh
Secretary, Scientific Glass of Fla., Inc.

[Signature Page to Follow]

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

"SCIENTIFIC GLASS"

SCIENTIFIC GLASS OF FLA., INC., a Florida corporation

By: Brady A. Hart
Brady A. Hart, President

"M.B."

M.B. GRINDING, INC., a Florida corporation

By: Brady A. Hart
Brady A. Hart, President

Exhibit A

Articles of Merger