

PI6000048113

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SECRETARY OF STATE
DIVISION OF CORPORATION
2016 JUN 27 AM 9:45

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached is a form for filing *Articles of Merger* pursuant to section 607.1105, Florida Statutes, when two or more for profit corporations merge. This form is basic and may not meet all merger needs. The advice of an attorney is recommended.

Please complete only one Plan of Merger form or attach your own Plan of Merger.

The document must be typed or printed and must be legible.

Pursuant to section 607.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90th day after the date on which the document is filed.

Filing Fee **\$35.00 for each merging and \$35 for each surviving corporation** (Includes a letter of acknowledgment)

Certified Copy (optional) **\$8.75**

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

For further information, you may contact the Amendment Section at (850) 245-6050.

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Trans Products International, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Anthony R. Paesano

Contact Person

Paesano Akkashian Apkarian, PC

Firm/Company

7457 Franklin Road, Suite 200

Address

Bloomfield Hills, MI 48301

City/State and Zip Code

matsovska@paalawfirm.com

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

For further information concerning this matter, please call:

Anthony R. Paesano

Name of Contact Person

At (248) 792-6886

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



ARTICLES OF MERGER
(Profit Corporations)

2016 JUN 27 AM 9:45

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Trans Products International, Inc.	Florida	P16000048113

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
TAK, Inc.	Michigan	541321

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

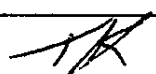
The Plan of Merger was adopted by the shareholders of the surviving corporation on June 20, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 20, 2016.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.


(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

TAK, Inc.

Thomas Kenney

Trans Products International, Inc.

Thomas Kenney

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PLAN OF MERGER
(Non Subsidiaries)

FILED
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DIVISION OF CORPORATIONS
2016 JUN 27 AM 9:45

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Trans Products International, Inc.	Florida

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
TAK, Inc.	Michigan

Third: The terms and conditions of the merger are as follows:
See attached AGREEMENT AND PLAN OF MERGER

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:



(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

See attached AGREEMENT AND PLAN OF MERGER

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached AGREEMENT AND PLAN OF MERGER

A handwritten signature or set of initials, possibly "A" or "K", written in dark ink.

2016 JUN 27 AM 9:45

AGREEMENT AND PLAN OF MERGER

This *Agreement and Plan of Merger* (this "Plan of Merger") is made and entered into as of June 20, 2016, between Trans Products International, Inc., a Florida corporation (the "Surviving Corporation"), and TAK, Inc., a Michigan corporation (the "Merging Corporation"). The Surviving Corporation and the Merging Corporation are sometimes jointly referred to herein as the "Constituent Corporations."

INTENDING TO BE LEGALLY BOUND, and in consideration of the promises and material covenants and agreements contained herein, the Constituent Corporations hereby agree as follows:

ARTICLE I The Merger

1.1. Merger of Merging Corporation With and Into the Surviving Corporation.

- (a) Agreement of Merger. Subject to the terms herein, the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger").
- (b) Effective Time of the Merger. The Merger shall become effective (the "Effective Time of the Merger") as of the filing of the Articles of Merger with the Florida Department of State Division of Corporations (the "Articles of Merger").
- (c) Surviving Corporation. At the Effective Time of the Merger, the Merging Corporation shall be merged with and into the Surviving Corporation and the separate corporate existence of the Merging Corporation shall cease. The Surviving Corporation shall be the surviving corporation in the Merger, and all of the property, rights, privileges, powers and franchises of the Merging Corporation shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Merging Corporation shall become the debts, liabilities and duties of the Surviving Corporation. The separate corporate existence of the Surviving Corporation, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

1.2 Effect of the Merger; Additional Actions.

- (a) Effects. The Merger shall have the effects set forth in Section 607.1105 of the Florida Statutes (the "F.S.").
- (b) Additional Actions. If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any further action

is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to the assets, property, rights, privileges, powers and franchises of the Merging Corporation, the officers and directors of the Surviving Corporation and the Merging Corporation are fully authorized in the name of their respective entities or otherwise to take, and will take, all such lawful and necessary action.

ARTICLE II The Constituent Corporations


2.1 Organization of the Surviving Corporation

- (a) Incorporation. The Surviving Corporation was incorporated under the laws of the State of Florida on May 31, 2016, and its principle place of business is located at 404 Laguna Avenue in Key Largo, Florida 33037.
- (b) Authorized Stock. The Surviving Corporation is authorized to issue common stock. The total number of shares which the Merging Corporation is authorized to issue is 60,000 shares, each with a par value of \$0.0001 per share, of which, all are issued and outstanding to the Thomas A. Kenney Revocable Trust dated October 7, 1997 (the "Trust").

2.2 Organization of the Merging Corporation

- (a) Incorporation. The Merging Corporation was incorporated under the laws of the State of Michigan on January 30, 1992; its registered office is located at 563 Willington Circle in Rochester Hills, Michigan, 48309.
- (b) Stock Issuance and Ownership. The Merging Corporation has issued 60,000 shares of common stock to the Trust, which evidences the entire ownership interest in the Merging Corporation ("Merging Corporation Shares"). The common stock associated with the Merging Corporation Shares has voting rights and is entitled to vote as a class. The number of shares is not subject to change before the Effective Time of the Merger.
- (c) Filing with the State of Michigan. The Merging Corporation shall file the Certificate of Merger with the State of Michigan's Department of Labor and Economic Growth evidencing this Plan of Merger.

2.3 Conditions to Closing. The obligations of the Constituent Corporations to consummate the Merger shall be subject to fulfillment at or prior to the Effective Time of the Merger of the following conditions:

- 
- (a) The Board of Directors of the Surviving Corporation shall have duly approved and adopted this Agreement in accordance with the provisions of Sections 607.1109 of the F.S., the Certificate of Incorporation and Bylaws of

the Surviving Corporation.

- (b) The requisite holders of the outstanding shares to the Merging Corporation shall have duly approved and adopted this Agreement at a meeting or without a meeting by written consent, in accordance with the Laws of the State of Michigan and the Operating Agreement of the Merging Corporation.
- (c) No temporary restraining order, preliminary or permanent injunction, or other order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the Merger shall be in effect.

ARTICLE III

Certificate of Incorporation of the Surviving Corporation


- 3.1 Surviving Corporation's Certificate of Incorporation. At the Effective Time of the Merger, the Certificate of Incorporation of the Surviving Corporation (the "Certificate of Incorporation"), as in effect immediately prior to the Effective Time, shall continue to be the Certificate of Incorporation of the Surviving Corporation, until thereafter amended as provided by the F.S. and such Certificate of Incorporation.
- 3.2 Bylaws of Surviving Corporation. The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time of the Merger shall remain the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law.
- 3.3 Directors and Officers. The directors of the Surviving Corporation immediately prior to the Effective Time of the Merger shall remain the directors of the Surviving Corporation, to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, and the officers of the Surviving Corporation immediately prior to the Effective Time of the Merger shall remain the officers of the Surviving Corporation to serve at the pleasure of the Board of Directors, in each case until their respective successors are duly elected or appointed and qualified.

ARTICLE IV

Effect of the Merger on the Units and Capital Stock of the Constituent Corporations; Exchange of Certificates

- 4.1 Effect on Capital Stock. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of any holder of any membership unit (a "Merging Corporation Shares") of the Merging Corporation:

- (a) Cancellation of Treasury Units. All Merging Corporation Shares that are owned directly or indirectly by the Merging Corporation shall be canceled immediately prior to the Effective Time of the Merger and extinguished without any conversion thereof.

- 
- (b) Conversion of Company Units. Each issued and outstanding Merging

Corporation Shares shall convert automatically into the right to receive all issued and outstanding shares of Common Stock of the Surviving Corporation (the "Surviving Common Stock") upon the cancellation of the Merging Corporation Shares.

(c) Fractional Shares. No fractional shares of Surviving Corporation Common Stock shall be issued, but in lieu thereof, each holder of Merging Corporation Shares, who would otherwise be entitled to a fraction of a share of Surviving Corporation Common Stock (after aggregating all fractional shares of Surviving Corporation Common Stock to be received by such holder), shall receive from the Surviving Corporation such whole number of shares of Surviving Corporation Common Stock, respectively, as is equal to the precise number of shares of Surviving Corporation Common Stock, respectively, to which such person would be entitled, rounded up or down to the nearest whole number (with a fractional interest equal to 0.5 rounded to the next greater number).

(d) Restrictions. Any and all restrictions on Merging Corporation Shares, including any repurchase rights, rights of first refusal, market standoff provisions and other limitations shall apply with equal effect to the Surviving Corporation Common Stock received as merger consideration in the merger as such restrictions and limitations applied to the Company Units.

4.2 Exchange of Merging Corporation Shares.

(a) The Surviving Corporation to Provide Surviving Corporation Common.

Promptly after the Effective Time of the Merger, the Surviving Corporation shall make available for exchange in accordance with Section 4.1 herein, through such reasonable procedures as the Surviving Corporation may adopt, the aggregate number of shares of Surviving Corporation Common Stock issuable pursuant to Section 4.1 in exchange for outstanding Merging Corporation Shares.

(b) No Further Ownership Rights in Company Units. The shares of Surviving Corporation Common Stock issued upon the surrender for exchange of Merging Corporation Shares in accordance with the terms of this Section 4.2 shall be deemed to have been issued in full satisfaction of all rights pertaining to such Merging Corporation Shares, and there shall be no further registration of transfers on the records of the Surviving Corporation of Merging Corporation Shares which were outstanding immediately prior to the Effective Time of the Merger. If, after the Effective Time of the Merger, Merging Corporation Shares are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided herein.

ARTICLE V
Termination

- 5.1 Termination by Mutual Agreement. Notwithstanding the approval of this Agreement by the members of the Merging Corporation and the Board of Directors of the Surviving Corporation, this Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual consent of the Managers of the Merging Corporation and the Board of Directors of the Surviving Corporation. This Agreement may also be terminated by the Merging Corporation or the Surviving Corporation if: (i) there shall be a final non-appealable order of a federal or state court in effect preventing consummation of the Merger; or (ii) there shall be any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the Merger by any governmental entity that would make consummation of the Merger illegal.
- 5.2 Effects of Termination. In the event of the termination of this Agreement, this Agreement shall become void and there shall be no liability on the part of the Merging Corporation, the Surviving Corporation, or their respective officers or directors or managers.

ARTICLE VI
General Provisions

- 6.1 Amendment. This Agreement may be amended by the parties hereto any time before or after approval hereof by the members of the Merging Corporation and the stockholders of the Surviving Corporation, but after such member and stockholder approval, no amendment shall be made to this Agreement without obtaining member and stockholder approval if the further approval of members or stockholders is required by law. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.
- 6.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement.
- 6.3 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to its principles governing conflicts of laws.
- 6.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and all negotiations and drafts of the parties with regard to the transactions contemplated herein, and any and all written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.
- 6.5 Restricted Securities. Any Surviving Corporation Common Stock and any securities issued in respect of or exchange therefor, shall bear the following legend:



"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT

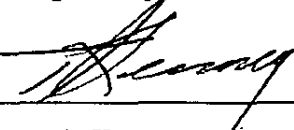
BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH

REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

- 6.6 Certificate of Incorporation and Bylaw Restrictions. The Surviving Corporation Common Stock and any securities issued in respect of or exchange therefor shall also be subject to any and all restrictions on transfer contained in the Surviving Corporations Certificate of Incorporation and its Bylaws.

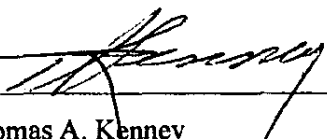
IN WITNESS WHEREOF, the parties have duly executed this Plan of Merger as of the date first written above.

TAK, INC.,
a Michigan corporation

By: 
Thomas A. Kenney
Chairman of the Board
President and Chief Executive Officer

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2016 JUN 27 AM 9:45

Trans Products International, INC.,
a Florida corporation

By: 
Thomas A. Kenney
Chairman of the Board
President and Chief Executive Officer