

P21151

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

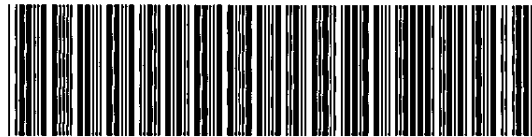
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 OCT 31 PM 2:51

NYC

NSV - 1 2012

T. BROWN



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 395430 5017647

AUTHORIZATION :

COST LIMIT : \$ 35.00

ORDER DATE : October 31, 2012

ORDER TIME : 10:02 AM

ORDER NO. : 395430-040

CUSTOMER NO: 5017647

FOREIGN FILINGS

NAME: LINDGREN R.F. ENCLOSURES, INC.

XX CORPORATE
 LIMITED PARTNERSHIP
 LIMITED LIABILITY COMPANY

XXXX AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carina L. Dunlap -- EXT#

EXAMINER: _____

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

P21151

(Document number of corporation (if known))

1. Lindgren R.F. Enclosures, Inc.
(Name of corporation as it appears on the records of the Department of State)

2. Illinois 3. 10/04/1988
(Incorporated under laws of) (Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? September 30, 2012

5. ETS-Lindgren Inc.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

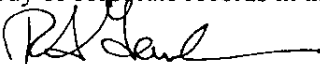
6. If the amendment changes the period of duration, indicate new period of duration.

N/A
(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

N/A
(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.


(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Richard A. Garretson
(Typed or printed name of person signing)

Vice President
(Title of person signing)

FILED
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DIVISION OF CORPORATIONS
12 OCT 31 PM 2:51

FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE**
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order payable
to Secretary of State.

Filing fee is \$100, but if merger or
consolidation involves more than two
corporations, submit \$50 for each
additional corporation.

FILED

SEP 24 2012

JESSE WHITE
SECRETARY OF STATE

PAID

OCT 01 2012

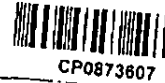
**EXPEDITED
SECRETARY OF STATE**

File # 51942612

Filing Fee: \$ 100.00 Approved lt

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.



1. Names of Corporations proposing to ~~consolidate~~ ^{merge} and State or Country of incorporation.
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Lindgren R.F. Enclosures, Inc.</u>	<u>Illinois</u>	<u>51942612</u>
<u>Rantec Holdings, Inc.</u>	<u>Missouri</u>	<u>NR</u>

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~now~~ ^{surviving} corporation: Lindgren R. F. Enclosures, Inc.
~~acquiring~~
- b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~

- 2
5. The ~~consolidation~~ ^{merger} ~~exchange~~ was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Lindgren R.F. Enclosures, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

- a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation


b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____
 Month & Day Year


Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? ☐ Yes ☐ No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated September 21, 2012
 Month & Day Year

 Any Authorized Officer's Signature
 A. S. Barclay, Vice President
 Name and Title (type or print)

Lindgren R.F. Enclosures, Inc.
 Exact Name of Corporation

Dated September 21, 2012
 Month & Day Year

 Any Authorized Officer's Signature
 A. S. Barclay, President
 Name and Title (type or print)

Rantec Holdings, Inc.
 Exact Name of Corporation

Dated _____, 20____
 Month & Day Year

 Any Authorized Officer's Signature

 Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of September 21, 2012, is entered into between Rantec Holdings, Inc., a Missouri corporation ("RT Holdings") and Lindgren R.F. Enclosures, Inc., an Illinois corporation ("Lindgren R.F.").

RECITALS

WHEREAS, each of RT Holdings and Lindgren R.F. is a direct wholly owned subsidiary of ESCO Technologies Holding LLC, a Delaware limited liability company ("Holding");

WHEREAS, Lindgren R.F. and RT Holdings desire to merge on the terms and conditions set forth herein, and such merger has been approved by the Boards of Directors of Lindgren R.F. and RT Holdings;

WHEREAS, RT Holdings and Lindgren R.F. intend that the Merger (as defined below) qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and this Agreement as a plan of reorganization within the meaning of Treasury Regulation section 1.368-1(c);

NOW, THEREFORE, in consideration of the premises and of the agreements of the parties hereto contained herein, the parties hereto agree as follows:

ARTICLE I

THE MERGER; EFFECTIVE TIME

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), RT Holdings shall be merged with and into Lindgren R.F. (the "Merger"), whereupon the separate existence of RT Holdings shall cease. Lindgren R.F. shall be the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation") in the Merger and shall continue to be governed by the laws of the State of Illinois. The Merger shall have the effects specified in the Illinois Business Corporation Act and the Missouri Revised Statutes and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of RT Holdings, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of RT Holdings, including, without limitation, all outstanding indebtedness of RT Holdings.

1.2. Effective Time. Provided that the conditions set forth in Section 5.1 have been fulfilled or waived in accordance with this Agreement and that this Agreement has not been terminated or abandoned pursuant to Section 6.1, on the date of the closing of the Merger, Lindgren R.F. and RT Holdings shall cause the Articles of Merger to be executed and filed with the Secretary of the State of Illinois (the "Illinois Articles") and the Articles of Merger to be executed and filed with the Secretary of the State of Missouri (the "Missouri Articles"). The Merger shall become effective on September 30, 2012 at 11:59 p.m. (the "Effective Time").

ARTICLE II

GOVERNANCE OF THE SURVIVING CORPORATION

2.1. The Articles of Incorporation. The Articles of Incorporation of Lindgren R.F. in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, except that Article 1 thereof shall be amended as follows: "The name of the Corporation is ETS-Lindgren Inc." and said Articles of Incorporation as herein amended shall continue in full force and effect until amended in accordance with the provisions provided therein or applicable law.

2.2. Bylaws. The Bylaws of Lindgren R.F. in effect at the Effective Time shall be the Bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

2.3. Officers. The officers of Lindgren R.F. at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE III

EFFECT OF MERGER ON STOCK

3.1. Effect of Merger on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of Lindgren R.F. or RT Holdings, or the members or shareholders of either entity:

(a) Each share of common stock, no par value per share, and Class A common stock, no par value per share, of Lindgren R.F. issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

(b) Each share of common stock, par value \$1.00 per share, of RT Holdings issued and outstanding immediately prior to the Effective Time shall be converted into and be exchanged for one share of the common stock of the Surviving Corporation, the shares of common stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties. Each of Lindgren R.F. and RT Holdings represents and warrants that this Agreement has been duly authorized, executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

ARTICLE V

CONDITIONS

- 5.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party hereto to effect the Merger is subject to receipt prior to the Effective Time of the requisite approval of this Agreement and the transactions contemplated hereby by affirmative vote of the sole shareholder of each of RT Holdings and Lindgren R.F. at meetings duly called and held (or by consent or consents in lieu thereof).

ARTICLE VI

TERMINATION

- 6.1. Termination. This Agreement may be terminated, and the Merger may be abandoned, at any time prior to the filing of the Illinois Articles, whether before or after approval of this Agreement by mutual consent of Lindgren R.F. and RT Holdings in a written instrument. In the event of the termination and abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either Lindgren R.F. or RT Holdings, or any of their respective shareholders, directors or officers.

ARTICLE VII

MISCELLANEOUS AND GENERAL

- 7.1. Tax Reporting. Each of RT Holdings and Lindgren R.F. intend that the Merger qualify as reorganization within the meaning of Section 368(a) of the Code. Neither party shall take a position for income tax purposes inconsistent therewith or contrary thereto. The parties hereto hereby adopt this Agreement as a plan of reorganization within the meaning of Treasury Regulation section 1.368-1(c).
- 7.2. Modification or Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of RT Holdings and Lindgren R.F. at any time prior to the filing of the Illinois Articles.
- 7.3. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.
- 7.4. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.
- 7.5. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.
- 7.6. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

7.7. Successors and Assigns. This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.8. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

7.9. Headings. The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.



LINDGREN R.F. ENCLOSURES, INC.
an Illinois corporation

By:

Name: A. S. Barclay

Title: Vice President



RANTEC HOLDINGS, INC.
a Missouri corporation

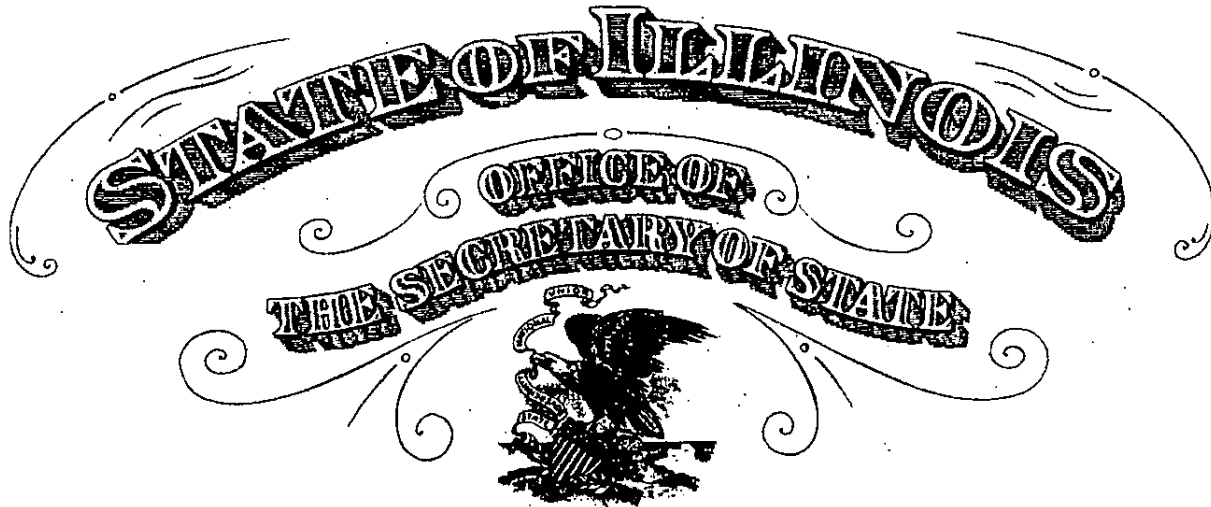
By:

Name: A. S. Barclay

Title: President

File Number

5194-261-2



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE
AND CORRECT COPY, CONSISTING OF 08 PAGES, AS TAKEN FROM THE
ORIGINAL ON FILE IN THIS OFFICE FOR ETS-LINDGREN INC. *****



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of OCTOBER A.D. 2012

Jesse White