

P940000608492

\_\_\_\_\_  
(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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Office Use Only

Melgar  
@ 6.19.06



200076053952

06/13/06--01022--014 \*\*70.00

FILED  
06 JUN 13 AM 10:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## **ARTICLES OF MERGER** **(Profit Corporations)**

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:

FILED  
06 JUN 13 AM 10:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Second:** The name and jurisdiction of each **merging** corporation:

## Connecticut

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on July 1, 2006.

**Fifth:** The Plan of Merger was adopted by the shareholders of the surviving corporation on June 12, 2006.

**Sixth:** The Plan of Merger was adopted by the shareholders of the merging corporation on June 12, 2006.

**Seventh: SIGNATURES FOR EACH CORPORATION**

Peter R. Fazzone, Jr., President

**AGREEMENT AND PLAN OF MERGER AND PLAN OF REORGANIZATION  
OF IMS-INTEGRATED MANUFACTURING SERVICES, INC.,  
A FLORIDA CORPORATION  
INTO ROYCE INDUSTRIES, INC.,  
A CONNECTICUT CORPORATION**

This AGREEMENT AND PLAN OF MERGER AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into this 12<sup>th</sup> day of June, 2006, by and between IMS-INTEGRATED MANUFACTURING SERVICES, INC., a Florida corporation with its principal office located at 1536 New Britain Avenue, Farmington, Connecticut 06032 (the "Absorbed Corporation"); and ROYCE INDUSTRIES, INC., a Connecticut corporation with its principal office located at 1536 New Britain Avenue, Farmington, Connecticut 06032 (the "Surviving Corporation").

**RECITALS:**

The Directors and Shareholders of both the Absorbed Corporation and the Surviving Corporation deem it advisable and in the best interests of said Corporations that the Absorbed Corporation be merged into the Surviving Corporation as provided herein and pursuant to Sections 33-815 through 33-821 of the Connecticut Business Corporation Act and Sections 607.1101 through 607.11101 of the Florida Business Corporation Act in a transaction which will qualify as a tax-free reorganization under 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

The authorized capital stock of the Absorbed Corporation consists of three thousand (3,000) shares of Common Stock at Ten Dollars (\$10.00) par value per share (the "Absorbed Corporation Common Stock"), of which one hundred (100) shares are issued and outstanding.

The authorized capital stock of the Surviving Corporation consists of twenty thousand (20,000) shares of Common Stock at no par value (the "Surviving Corporation Common Stock"), of which one thousand (1,000) shares are issued and outstanding.

The respective Boards of Directors of the Absorbed Corporation and the Surviving Corporation have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereby agree in accordance with the Connecticut Business Corporation Act and the Florida Business Corporation Act that the Absorbed Corporation shall be, at the Effective Date (as defined below), merged (the "Merger") into the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect.

**1. Shareholders' Meetings; Filings; Effects of Merger.**

**1.1 Absorbed Corporation's Shareholders' Meeting.** The Absorbed Corporation shall call a meeting of its shareholders to be held in accordance with the Florida Business Corporation Act at the earliest practicable date, upon due notice thereof to its shareholders to consider and vote upon, among other matters, the adoption of this Agreement.

**1.2 Surviving Corporation's Shareholders' Meeting.** The Surviving Corporation shall call a meeting of its shareholders to be held in accordance with the Connecticut Business Corporation Act at the earliest practicable date, upon due notice thereof to its shareholders to consider and vote upon, among other matters, the adoption of this Agreement.

**1.3 Filing of Certificate of Merger; Effective Date.** If (i) this Agreement is adopted by the shareholders of the Absorbed Corporation in accordance with the Florida Business Corporation Act, (ii) this Agreement is adopted by the shareholders of the Surviving Corporation in accordance with the Connecticut Business Corporation Act, and (iii) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Florida Business Corporation Act and a Certificate of Merger shall be filed and recorded in accordance with the Connecticut Business Corporation Act. Such filings shall be made on the same day. The Merger shall become effective at 12:01 a.m. on July 1, 2006 (the "Effective Date").

**2. Certain Effects of Merger.** On the Effective Date: (i) the Absorbed Corporation shall be merged into the Surviving Corporation, and the Surviving Corporation shall survive the Merger; (ii) the separate corporate and legal existence of the Absorbed Corporation shall cease; (iii) the Surviving Corporation shall possess all of the rights and privileges of each of the

merging corporations; (iv) all of the property and all debts due and every other interest of or belonging to each of the merging corporations shall be taken and vested in the Surviving Corporation without further action; (v) and the Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of each of the merging corporations.

**3. Name of Surviving Corporation; Certificate of Incorporation; Bylaws.**

**3.1 Name of Surviving Corporation.** The name of the Surviving Corporation from and after the Effective Date shall be Royce Industries, Inc.

**3.2 Certificate of Incorporation.** The Certificate of Incorporation of the Surviving Corporation as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation.

**3.3 Bylaws.** The Bylaws of the Surviving Corporation, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws of the Surviving Corporation.

**4. Manner and Basis of Converting Shares.** Each one (1) share of Absorbed Corporation Common Stock issued and outstanding immediately prior to the Effective Date of the Merger shall be canceled and exchanged for one (1) share of Surviving Corporation Common Stock.

**5. Directors and Officers.** The directors and officers of the Surviving Corporation shall continue to be its directors and officers on the Effective Date.

**6. Distribution.** This Agreement is on file at the principal office of the Surviving Corporation, which is located at 1536 New Britain Avenue, Farmington, Connecticut 06032. The Surviving Corporation shall furnish a copy of this Agreement, on request and without cost, to any shareholder or director of the Absorbed Corporation or the Surviving Corporation.

**7. Further Assurances.** Each party hereto shall take such action and execute such documents as may be reasonably requested by any other party to this Agreement from time to time to effectuate, facilitate or confirm the transaction contemplated by this Agreement, and to vest in the Surviving Corporation all property assigned of the Absorbed Corporation.

**8. General Provisions.**

**A. Amendment.** This Agreement may be amended only by a written amendment executed by each of the parties hereto.

**B. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and shall supersede any prior agreements, communications or negotiations.

**C. Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

**D. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

**E. Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut, without giving effect to its choice of law provisions.

We hereby declare, under the penalties of false statement, that the statements made in the foregoing Agreement are true.

Dated this 12<sup>th</sup> day of June, 2006.

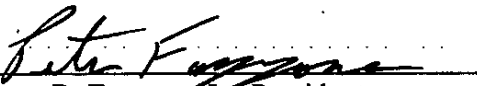
Absorbed Corporation:

Surviving Corporation:


IMS-INTEGRATED MANUFACTURING  
SERVICES, INC.

ROYCE INDUSTRIES, INC.

By:

  
Peter R. Fazzone, Jr., President

By:

  
Peter R. Fazzone, Jr., President