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CORPORATION(S) NAME

Merger

Shanco Corporation

merging: Burnup: Sims TSI

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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☐ Dissolution/Withdrawal

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ARTICLES OF MERGER
Merger Sheet

MERGING:

BURNUP & SIMS TSI, INC., a Delaware corporation

INTO

SHANCO CORPORATION, a Florida corporation, P97000011398

File date: December 9, 1997

Corporate Specialist: Annette Hogan

**CERTIFICATE AND ARTICLES OF MERGER
OF SHANCO CORPORATION
AND
BURNUP & SIMS TSI, INC.**

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TALLAHASSEE, FLORIDA

Pursuant to the applicable provisions of Section 252 of the Delaware General Corporation Law, and Chapter 607.1107 of the Florida Business Corporation Act, the undersigned corporations have approved, adopted, certified, executed and acknowledged an Agreement and Plan of Merger for the purpose of merging BURNUP & SIMS TSI, INC., a Delaware corporation ("BURNUP & SIMS") with and into SHANCO CORPORATION, a Florida corporation ("SHANCO"). The authorized capital stock of BURNUP & SIMS is 100 shares of Common Stock, \$1.00 par value.

1. The corporations that are parties to the merger are BURNUP & SIMS into SHANCO the surviving corporation.
2. On the effective date, the holders of all the issued and outstanding shares of Common Stock, \$1.00 par value, of BURNUP & SIMS will exchange those shares for shares of the Common Stock, \$.01 par value, of SHANCO at the rate of one share of BURNUP & SIMS Common Stock for one share of SHANCO Common Stock.
3. The shares of SHANCO stock outstanding immediately before the merger will remain outstanding immediately after the merger and will be unchanged in any way.
4. The Articles of Incorporation of SHANCO will be the Articles of Incorporation of the surviving corporation.
5. An executed copy of the Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation at 14170 Jetport Loop, Fort Myers, Florida 33913 and will be furnished by the surviving corporation, on request and without cost, to any stockholders of either party to the merger.
6. The effective date of the merger will be the date of filing of this Certificate and Articles of Merger with the Florida Secretary of State.
7. The Agreement and Plan of Merger was adopted by the unanimous vote of the Board of Directors and sole stockholder of SHANCO on December 1, 1997 and the Board of Directors and sole stockholder of BURNUP & SIMS on December 1, 1997.

SHANCO CORPORATION

By: Jose M. Sariego
Jose M. Sariego, Vice-President

BURNUP & SIMS TSI, INC.

By: Jose M. Sariego
Jose M. Sariego, Vice-President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated December 1, 1997 between SHANCO CORPORATION, a Florida corporation ("SHANCO") or the "Surviving Corporation", and BURNUP & SIMS TSI, INC., a Delaware corporation ("BURNUP & SIMS").

ARTICLE I

The Merger

1.1 The Merger. On the Effective Date (as defined in Article III), BURNUP & SIMS will be merged with and into SHANCO (the "Merger"), which will be the surviving corporation in the Merger. Following the Merger, the separate existence of BURNUP & SIMS will cease and SHANCO as the Surviving Corporation will succeed to and possess all the estate, rights, privileges, immunities, franchises, power and purposes, and all the property, real, personal and mixed, and every other asset of BURNUP & SIMS and will assume and be liable for all the claims, demands, liabilities, obligations and penalties of BURNUP & SIMS in accordance with the applicable provisions of the Florida Business Corporation Act.

1.2 Surviving Corporation. Following the Merger, the existence of SHANCO as the Surviving Corporation will continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities, of a corporation organized under the laws of the State of Florida. The Articles of Incorporation and Bylaws of SHANCO as in effect immediately prior to the Effective Date, will continue in full force and effect, and will not be changed in any manner by the merger.

1.3 Board of Directors and Officers. The members of the Board of Directors of SHANCO and the officers of SHANCO immediately prior to the Effective Date will continue as the directors and officers of the Surviving Corporation after the Merger for the terms provided in the Bylaws of SHANCO or until their respective successors are elected and qualified.

ARTICLE II

Conversion of Shares

2.1 Conversion of Shares. Each one share of BURNUP & SIMS Common Stock, \$1.00 par value, issued and outstanding immediately prior to the Effective Date will, without any action on the part of BURNUP & SIMS, SHANCO or any holder of such shares, be automatically converted by the Merger into one fully paid and nonassessable share of SHANCO Common Stock, \$.01 par value. The outstanding shares of SHANCO Common Stock prior to the Merger will not be converted, exchanged or altered in any manner as a result of the Merger and will remain outstanding as shares of the Surviving Corporation following the Merger.

2.3 Exchange of Certificates. On the Effective Date, the sole shareholder of BURNUP & SIMS will surrender its certificate for 100 shares of BURNUP & SIMS Common Stock and will be entitled upon such surrender to receive from SHANCO in exchange therefor a certificate for 100 shares of Common Stock of SHANCO. Until so surrendered, each outstanding certificate that prior

to the Merger represented shares of BURNUP & SIMS Common Stock will be deemed for all purposes to evidence ownership of the shares of SHANCO Common Stock into which such shares would be converted under this Agreement.

ARTICLE III

Effective Date of Merger

The Effective Date of the Merger will be the date of filing of the Articles of Merger with the Florida Secretary of State.

ARTICLE IV

General Provisions

4.1 Further Assurances. At any time, and from time to time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

4.2 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Florida.

EXECUTED the date and year above written.

SHANCO CORPORATION

By: Jose M. Sariego
José M. Sariego, Vice-President

BURNUP & SIMS TSI, INC.

By: Jose M. Sariego
José M. Sariego, Vice-President

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