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MERGER OR SHARE EXCHANGE
LOADTEST, INC.

Certificate of Status	0
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Merger
12/30/09

**ARTICLES OF MERGER
OF
LOADTEST INTERNATIONAL, INC.
(a Florida corporation)
INTO
LOADTEST, INC.
(a Florida corporation)**

sf
12/31

Pursuant to Section 607.1105 of the Florida Business Corporation Act, each of the undersigned corporations hereby adopts the following articles of merger:

FIRST: The name and jurisdiction of the surviving corporation is Loadtest, Inc., a Florida corporation, document number S55546.

SECOND: The name and jurisdiction of the merging corporation is Loadtest International, Inc., a Florida corporation, document number P98000106733.

THIRD: The plan of merger is attached.

FOURTH: The merger shall become effective on December 31, 2009 at 11:58 p.m. Eastern Standard Time.

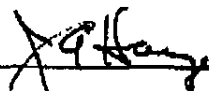
FIFTH: The plan of merger was adopted by the shareholders of the surviving corporation on December 29, 2009.

SIXTH: The Plan of Merger was adopted by the shareholders of the merging corporation on December 29, 2009.

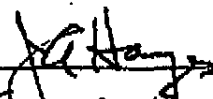
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IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be duly executed on its behalf as of the 29th day of December, 2009.

LOADTEST INTERNATIONAL, INC.

By: 
Name: John A. Hayes
Title: President

LOADTEST, INC.

By: 
Name: John A. Hayes
Title: President

PLAN OF MERGER
OF
LOADTEST INTERNATIONAL, INC.
AND
LOADTEST, INC.

This Plan of Merger (this "Plan of Merger") is made as of the 28th day of December, 2009, pursuant to Section 607.1101 of the Florida Business Corporation Act (the "Act"), by and between Loadtest International, Inc., a Florida corporation ("International"), and Loadtest, Inc., a Florida corporation ("Loadtest" or the "Surviving Entity"), said entities being hereinafter sometimes collectively called the "Constituent Entities."

WITNESSETH

WHEREAS, pursuant to its articles of incorporation, Loadtest is authorized to issue 1,000,000 shares of common stock, par value \$1.00 per share ("Loadtest Common Stock"). Loadtest currently has 100,000 shares of Loadtest Common Stock issued and outstanding, each of which is entitled to one vote and all of which are held by Orguf Holdings, Inc., a Delaware corporation ("Orguf");

WHEREAS, pursuant to its articles of incorporation, International is authorized to issue 1,000 shares of common stock, par value \$10.00 per share ("International Common Stock"). International currently has 1,000 shares of International Common Stock issued and outstanding, each of which is entitled to one vote and all of which are held by Loadtest;

WHEREAS, the Board of Directors of International has adopted resolutions approving the merger of International with and into Loadtest, with Loadtest being the surviving corporation (the "Merger"), upon the terms and conditions hereinafter set forth, approving this Plan of Merger and directing that this Plan of Merger be submitted to its sole shareholder, Loadtest, for approval in accordance with the applicable provisions of the Act and its constituent documents;

WHEREAS, the Board of Directors of Loadtest has adopted resolutions approving the Merger, upon the terms and conditions hereinafter set forth, approving this Plan of Merger and directing that this Plan of Merger be submitted to its sole shareholder, Loadtest, for approval in accordance with the applicable provisions of the Act and its constituent documents;

WHEREAS, Loadtest, as the sole shareholder of International, has adopted resolutions approving the Merger upon the terms and conditions hereinafter set forth and approved this Plan of Merger in accordance with the applicable provisions of the Act.

WHEREAS, Orguf, as the sole shareholder of Loadtest, has adopted resolutions approving the Merger upon the terms and conditions hereinafter set forth and approved this Plan of Merger in accordance with the applicable provisions of the Act; and

WHEREAS, (i) this Plan of Merger is intended to constitute a plan of liquidation, within the meaning of section 332 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder (the "U.S. Treasury Regulations"), and (ii) the transaction described herein will be effected pursuant to such plan of liquidation and is intended to qualify as a complete liquidation within the meaning of section 332 of the Code and related U.S. Treasury Regulations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the ownership of the capital stock of the Surviving Entity and such other details and provisions of the Merger as are deemed necessary or desirable, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

1. The Merger shall become effective at 11:58 p.m. (Eastern Standard Time) on December 31, 2009, herein sometimes referred to as the "Effective Time of the Merger."

2. At the Effective Time of the Merger:

(a) The separate existence of International shall cease, and International shall be merged with and into the Surviving Entity, with the effect as provided in the Act. For purposes of the Act, the Surviving Entity shall be allocated and vested in all rights, title and interest in all real estate and other property as well as all liabilities and obligations of International, and Loadtest, as the entity surviving the Merger, shall continue its corporate existence under the laws of the State of Florida.

(b) The articles of incorporation of Loadtest immediately prior to the Effective Time of the Merger shall be the articles of incorporation of the Surviving Entity, a copy of which is attached hereto as Exhibit A (the "Articles of Incorporation"), until the same shall thereafter be altered, amended or repealed in accordance with applicable law and the Articles of Incorporation.

(c) The bylaws of Loadtest immediately prior to the Effective Time of the Merger shall be the bylaws of the Surviving Entity (the "Bylaws") until the same shall thereafter be altered, amended or repealed in accordance with applicable law, the Articles of Incorporation and the Bylaws.

(d) At the Effective Time of the Merger, each share of International Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be automatically canceled and cease to exist as of the Effective Time of the Merger, and no consideration shall be delivered or deliverable therefor.

(e) The directors of the Surviving Entity (who shall hold office subject to the provisions of the Bylaws from the Effective Time of the Merger until the next annual meeting of the stockholders of the Surviving Entity and until their successors are elected and qualified or until their earlier death, resignation or removal) shall be the directors of Loadtest in office immediately prior to the Effective Time of the Merger.

(f) The officers of the Surviving Entity (who shall hold their respective offices subject to the provisions of the Bylaws from the Effective Time of the Merger

until the first meeting of the board of directors after the annual meeting of stockholders next succeeding their election and until their successors are elected and qualified or until their earlier death, resignation or removal) shall be the officers of Loadtest in office immediately prior to the Effective Time of the Merger, each such officer to hold the office in the Surviving Entity corresponding to that office of Loadtest so held immediately prior to the Effective Time of the Merger.

(g) The assets, liabilities, reserves and accounts of International at the Effective Time of the Merger shall be taken up on the books of the Surviving Entity at the amounts at which they are then carried on the books of International, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

(h) All corporate acts, plans, policies, approvals and authorizations of International, its sole shareholder, its Board of Directors, any committees elected or appointed by such Board of Directors, its officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to International.

3. Each of the Constituent Entities hereby agrees that at any time, or from time to time, as and when requested by the Surviving Entity, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers or by the corresponding officers of the Surviving Entity, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action, as the Surviving Entity, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting or devolution to the Surviving Entity of any property, right, privilege or franchise pursuant to applicable law, or to vest or perfect in or confirm to the Surviving Entity, its successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests as a result of the Merger pursuant to applicable law, and otherwise to carry out the intent and purpose hereof.

4. No shareholder of International will, as a result of the Merger, become personally liable, without his consent, for the liabilities or obligations of any other person or entity.

5. Anything herein or elsewhere to the contrary notwithstanding, (a) this Plan of Merger may be terminated and abandoned at any time prior to the Effective Time of the Merger by resolution of the Board of Directors of either Loadtest or International for any reason deemed appropriate by said Board of Directors, and (b) to the extent permitted by law, this Plan of Merger may be amended, supplemented or interpreted at any time by action taken by the respective Boards of Directors of the Constituent Entities, and in the case of an interpretation, the actions of such respective Boards of Directors shall be binding.

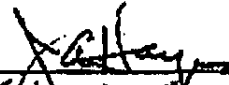
6. This Plan of Merger has been approved by the sole shareholder of Loadtest. The Secretary of Loadtest certifies this fact pursuant to her acknowledgement on the signature page hereto.

7. This Plan of Merger has been approved by the sole shareholder of International. The Secretary of International certifies this fact pursuant to her acknowledgement on the signature page hereto.

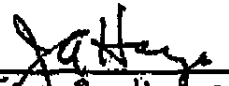
8. For U.S. federal income tax purposes, (a) this Plan of Merger shall constitute a plan of liquidation, within the meaning of section 332 of the Code and the U.S. Treasury Regulations, and (b) the transaction described herein shall be effected pursuant to such plan of liquidation and is intended to qualify as a complete liquidation within the meaning of section 332 of the Code and related U.S. Treasury Regulations.

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


LOADTEST, INC.,
a Florida corporation

By: 
Name: JOHN A. HAYES
Title: President

LOADTEST INTERNATIONAL, INC.,
a Florida corporation

By: 
Name: JOHN A. HAYES
Title: President

Acknowledged for purposes of Paragraph 6:


Sandra T. Fontenot,
Secretary of Loadtest, Inc.

Acknowledged for purposes of Paragraph 7:


Sandra T. Fontenot,
Secretary of Loadtest International, Inc.

EXHIBIT A

**ARTICLES OF INCORPORATION
OF LOADTEST, INC.**