



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 2, 2022

COGENCY

,

The Articles of Merger were filed on March 1, 2022, effective March 1, 2022, for FLOWERS CHEMICAL LAB HOLDING, LLC, the surviving entity not authorized to transact business in Florida.

The certification you requested is enclosed.

Should you have any further questions regarding this matter, please feel free to call (850) 245-6050, the Amendment Filing Section.

Terri J Schroeder  
Regulatory Specialist III  
Division of Corporations

Letter Number: 422A00005075

Account number: I20000000088

Amount charged: 78.75

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on March 1, 2022, effective March 1, 2022, for FLOWERS CHEMICAL LAB HOLDING, LLC, the surviving entity not authorized to transact business in Florida, as shown by the records of this office.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Second day of March, 2022



*Laurel M. Lee*

Laurel M. Lee

Secretary of State

**ARTICLES OF MERGER  
OF  
FLOWERS CHEMICAL LABORATORIES, INC.,  
A FLORIDA CORPORATION,  
INTO  
FLOWERS CHEMICAL LAB HOLDING, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

The following Articles of Merger are submitted to merge the following Florida corporation in accordance with Section 607.1109, Florida Statutes.

**FIRST:** The name, type of entity and jurisdiction of each merging party are as follows:

<b>Entity Name</b>	<b>State of Formation</b>	<b>Entity Type</b>
Flowers Chemical Laboratories, Inc.	Florida	Corporation

**SECOND:** The name, type of entity and jurisdiction of the surviving party are as follows:

<b>Entity Name</b>	<b>State of Formation</b>	<b>Entity Type</b>
Flowers Chemical Lab Holding, LLC	Delaware	Limited Liability Company

**THIRD:** The Plan of Merger attached hereto as Exhibit A has been approved by each domestic corporation that is party to the merger in accordance with the applicable provisions of Chapter 607, Florida Statutes.

**FOURTH:** The Plan of Merger attached hereto as Exhibit A was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

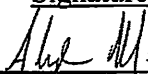
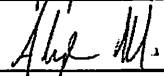
**FIFTH:** The merger is to become effective on March 1, 2022 at 11:59 P.M.

**SIXTH:** The principal office of the surviving party is 5102 La Roche Avenue, Savannah, GA 31404.

**SEVENTH:** The surviving entity: (a) appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger; and (b) agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

[Signature page follows]

**EIGHTH:** Signatures for each party:

<u>Name of Entity</u>	<u>Signature</u>	<u>Name</u>
Flowers Chemical Laboratories, Inc.		Alex Montoya
Flowers Chemical Lab Holding, LLC		Alex Montoya

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SECRETARY OF STATE  
TALLAHASSEE, FL

**Exhibit A**

**Plan of Merger**

See attached.

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SECRETARY OF STATE  
TALLAHASSEE, FL

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 1, 2022, is made and entered into by and between Flowers Chemical Lab Holding, LLC, a Delaware limited liability company (the "Surviving Entity"), and Flowers Chemical Laboratories, Inc., a Florida corporation (the "Merged Corporation").

### **RECITALS**

WHEREAS, the parties desire to consummate a merger whereby the Merged Corporation will be merged into Surviving Entity in the manner provided for in this Agreement;

WHEREAS, Eurofins Environment Testing Southeast, LLC, a Delaware limited liability company ("Parent"), is the sole member of the Surviving Entity;

WHEREAS, the Surviving Entity is the sole shareholder of Merged Corporation;

WHEREAS, the board of managers of the Surviving Entity and the board of directors of the Merged Corporation have each unanimously adopted this Agreement providing for the merger of Merged Corporation into the Surviving Entity; and

WHEREAS, the sole member of the Surviving Entity and the sole shareholder of the Merged Corporation have each unanimously approved the merger of the Merged Corporation into the Surviving Entity.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE I.** **THE MERGER**

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Limited Liability Company Act of the State of Delaware (the "DE LLCA") and the Florida Business Corporation Act (the "FL BCA"), at the Effective Time, the Merged Corporation shall be merged with and into the Surviving Entity (the "Merger"), the separate legal existence of the Merged Corporation shall thereupon cease and the Surviving Entity shall be the surviving entity in the Merger.

Section 1.2 Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place remotely via the electronic exchange of documents and signatures as soon as reasonably practicable. The Closing will be deemed to have occurred as of the Effective Time.

Section 1.3 Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, the Surviving Entity and the Merged Corporation shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Delaware and articles of merger with the Secretary of State of the State of Florida, each executed in accordance with the relevant provisions of the DE LLCA and the FL BCA, as applicable (collectively, the "Certificates of Merger"), and shall make all other filings required by the foregoing laws. The Merger shall become effective as of 11:59 P.M. (Eastern Standard Time) on March 1, 2022 or at such later time as is agreed to by the Surviving Entity and the Merged Corporation and specified in the Certificates of Merger (the time at which the Merger becomes effective being the "Effective Time").

Section 1.4 Effects of the Merger. The Merger shall have the effects set forth in the DE LLCA and the FL BCA. Without limiting the foregoing, at the Effective Time, all the properties, rights, privileges, powers and franchises of any nature whatsoever of Merged Corporation shall vest in the Surviving Entity, and all debts, liabilities and duties of the Merged Corporation of any nature whatsoever shall become the debts, liabilities and duties of the Surviving Entity.

Section 1.5 Certificate of Formation and Operating Agreement of the Surviving Entity.

(a) From and after the Effective Time, the Certificate of Formation of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be and remain the Certificate of Formation of the Surviving Entity following the Merger (the "Surviving Entity's Charter") until thereafter amended as provided therein or by the DE LLCA.

(b) From and after the Effective Time, the Limited Liability Company Agreement of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be and remain the Limited Liability Company Agreement of the Surviving Entity following the Merger (the "Surviving Entity's Operating Agreement") until thereafter amended as provided therein or by the DE LLCA.

Section 1.6 Managers and Officers of the Surviving Entity. The managers and officers of the Surviving Entity holding office immediately prior to the Effective Time shall be the managers and officers of the Surviving Entity following the Merger, each to serve until a successor is duly elected and qualified or their earlier death, resignation, or removal in accordance with the Surviving Entity's Operating Agreement. Following the Merger, the Surviving Entity shall continue to be managed by the managers in accordance with the Surviving Entity's Operating Agreement.

**ARTICLE II.**  
**EFFECT OF THE MERGER**

At the Effective Time, by virtue of the Merger and without any action on the part of any shareholder of the Merged Corporation, the shares of capital stock of the Merged Corporation issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and no membership interests of the Surviving Entity or Parent shall be issued in exchange therefor.



**ARTICLE III.**  
**ADDITIONAL ACTIONS**

If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of the Merged Corporation acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and managers of the Surviving Entity shall be authorized to execute and deliver, in the name and on behalf of the Merged Corporation, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Merged Corporation or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out this Agreement.

**ARTICLE IV.**  
**TERMINATION**

Section 4.1 Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the board of directors of the Merged Corporation or the managers of the Surviving Entity, or any duly authorized committee of any of such entities, if it is determined that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such entity or its shareholders or members.

Section 4.2 Effect of Termination. In the event of the termination and abandonment of this Agreement as provided above, the provisions of this Agreement shall immediately become void and of no further force or effect and the Merged Corporation, the Surviving Entity nor their respective shareholders, members, directors or officers shall have any liability with respect to such termination and abandonment.

**ARTICLE V.**  
**MISCELLANEOUS**

Section 5.1 Amendment. This Agreement may be supplemented, amended or modified by the mutual consent of the parties to this Agreement by action by their board of directors or managers, as applicable; provided, however, that, any amendment effected subsequent to shareholder approval shall be subject to the restrictions contained in the DE LLCA and the FL BCA. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.

Section 5.2 Counterparts. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.



Section 5.3 Entire Agreement; No Third-Party Beneficiaries. This Agreement (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof, and (b) is not intended to and shall not confer upon any person or entity other than the parties hereto any rights or remedies hereunder.

Section 5.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware and the State of Florida, as applicable, without reference to its conflicts of laws principles.

*[Remainder of Page Intentionally Left Blank]*

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CLERK OF COURT  
DELAWARE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**SURVIVING ENTITY:**

**FLOWERS CHEMICAL LAB HOLDING, LLC**

By: Alex Montoya

Name: Alex Montoya

Title: President

**MERGED CORPORATION**

**FLOWERS CHEMICAL LABORATORIES,  
INC.**

By: Alex Montoya

Name: Alex Montoya

Title: President

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