

FO10000002693

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

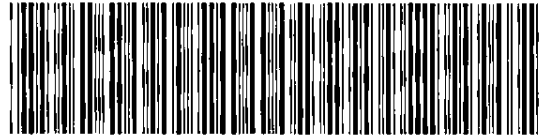
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100297662181

FILED

2017 APR 13 AM 8:39

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2017 APR 13 AM 10:11

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

cc
merger

APR 14 2017

ALBRITTON

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302

155 Office Plaza Dr Ste A Tallahassee FL 32301

PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 4/13/17

NAME: WARTSILA FUNA INTERNATIONAL, INC

TYPE OF FILING: MERGER

COST: 78.75

RETURN: CERTIFIED COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Abbie Hodge

FILED
2017 APR 13 AM 8:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

WARTSILA FUNA INTERNATIONAL, INC.
(a Florida corporation)

with and into

WARTSILA NORTH AMERICA, INC.
(a Maryland corporation)

March 31, 2017

THIS IS TO CERTIFY THAT:

FIRST: Wartsila North America, Inc., a Maryland corporation (the "Surviving Company"), and Wartsila Funa International, Inc. a Florida corporation (the "Merging Company") agree to and do hereby effect the merger of the Merging Company into the Surviving Company pursuant to the terms and conditions set forth in the Agreement and Plan of Merger ("Merger Agreement") dated March 31, 2017:

SECOND: The Surviving Company is a corporation formed under the laws of the State of Maryland on October 27, 2000 and its principal office is located in Annapolis, Maryland. The Surviving Company shall survive the merger as the successor corporation and shall continue, under the same name, as a corporation of the State of Maryland.

The Merging Company is a corporation formed under the laws of the State of Florida on August 4, 2006 and its principal office is located in Fort Lauderdale, Florida.

THIRD: The Merging Company was incorporated on August 4, 2006, under the Business Corporations Act of Florida. The Merging Company is not registered or qualified to do business, and owns no interest in land in the State of Maryland.

FOURTH: The terms and conditions of the transaction set forth herein were advised, authorized, and approved by each corporation party to the articles in the manner and by the vote required by its charter and the laws of its jurisdiction of its incorporation. The manner of approval was as follows:

- (a) The Board of Directors of the Merging Company on March 31, 2017 adopted resolutions, which declared that the proposed merger was advisable, and authorized and approved the proposed merger on substantially the terms and conditions set forth or referred to in the resolutions.
- (b) The Board of Directors of the Surviving Company on March 31, 2017 adopted resolutions, which declared that the proposed merger was advisable and authorized and

approved the proposed merger on substantially the terms and conditions set forth or referred to in the resolutions.

- (c) The sole shareholder of the Merging Company and of the Surviving Company on March __, 2017 (the "**Parent**") adopted resolutions, approving the proposed merger on substantially the terms and conditions set forth or referred to in the resolutions.

FIFTH: The total shares of stock of all classes of the Merging Company and the Surviving Company, respectively, are as follows:

- (a) The total number of shares of stock of all classes which the Merging Company has authority to issue is 1000, of which all are classified as common stock par value \$.01 per share. The aggregate par value of all the shares of common stock of the Merging Company is \$10.
- (b) The total number of shares of stock of all classes which the Surviving Company has authority to issue is 10,000 of which all are classified as common stock par value \$.01 per share. The aggregate par value of all the shares of common stock of the Surviving Company is \$100.

SIXTH: The manner and basis of converting shares of stock of the Merging Company and the Surviving Company, respectively, and the treatment of any shares of stock of the Merging Company and the Surviving Company, respectively, not to be converted or exchanged are as follows:

- (a) No share of common stock of the Merging Company will be issued or outstanding at the Effective Time (as defined herein). The shares of stock of the Merging Company issued and outstanding and held by the Parent on March __, 2017 were cancelled pursuant to the Merger Agreement.
- (b) Each share of common stock of the Surviving Company issued and outstanding immediately prior to the Effective Time will remain issued and outstanding at the Effective Time.

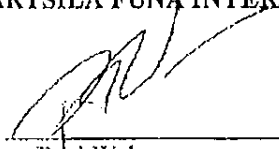
SEVENTH: The merger shall become effective upon the later of the filing and acceptance of Articles of Merger by the Secretary of State of Florida and the Secretary of State of Maryland, (the "**Effective Time**").

EIGHTH: Each of the undersigned acknowledges these Articles to be the corporate act of the corporation on whose behalf he has signed, and further, as to all matters or facts required to be verified under oath, each of the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts relating to the corporation on whose behalf he has signed are true in all material respects and that this statement is made under penalty of perjury.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have duly executed these Articles of Merger on the date first written above.

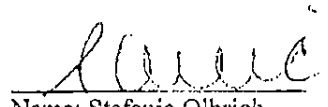
WARTSILA FUNA INTERNATIONAL, INC.

By: 

Name: Paul Weber

Title: Managing Director

WITNESSED BY:



Name: Stefanie Olbrich

Title: Secretary

IN WITNESS WHEREOF, the undersigned have duly executed these Articles of Merger on the date first written above.

WARTSILA NORTH AMERICA, INC.

By: 
Name: Aaron Brosnahan
Title: President

WITNESSED BY:


Name: Lea Kellogg
Title: Secretary

PLAN AND AGREEMENT OF MERGER

of

WARTSILA FUNA INTERNATIONAL, INC.
(a Florida corporation)

and

WARTSILA NORTH AMERICA, INC.
(a Maryland corporation)

THIS PLAN AND AGREEMENT OF MERGER (the "Plan"), dated as of March 31, 2017, is made and entered into by and between Wartsila Funa International, Inc., a Florida corporation (the "Merging Company") and Wartsila North America, Inc. a Maryland corporation (the "Surviving Company").

RECITALS

- A. The Merging Company and the Surviving Company deem it advisable and in their best interests to merge the Merging Company into the Surviving Company upon the terms and conditions hereinafter set forth.
- B. Wartsila Holding, Inc. a Maryland corporation (the "Parent") is the sole shareholder of the Merging Company and the Surviving Company.
- C. The Merging Company has an authorized capital of 1000 shares of common stock, par value \$0.01 per share, of which 1000 are issued and outstanding. The Surviving Company has an authorized capital of 10,000 shares of common stock, par value \$0.01 per share, of which 1000 are issued and outstanding.
- D. The board of directors of the Merging Company has adopted resolutions approving this plan and the merger of the Merging Company with and into the Surviving Company, in accordance with the Florida Business Corporations Act (the "FBCA") and directing that this Plan be submitted for approval by Parent as its sole shareholder, in substantially the form attached hereto as Exhibit 1.
- E. The board of directors of the Surviving Company has adopted resolutions approving this Plan, and the merger of the Merging Company with and into the Surviving Company, in accordance with the Maryland General Corporation Law (the "MGCL"), and directing that this Plan be submitted for approval by Parent as its sole shareholder, in substantially the form attached hereto as Exhibit 2.
- F. Parent, in its capacity as sole shareholder of the Merging Company and the Surviving Company, has approved this Plan, and the Merger (hereinafter defined) contemplated hereby, in substantially the form attached hereto as Exhibit 3.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Parties to Merger. At the Effective Time (as defined in Section 4), the Merging Company shall be merged with and into the Surviving Company, in accordance with the FBCA, the MGCL and the terms and conditions of this Plan, all assets and liabilities of the Merging Company shall become the assets and liabilities of the Surviving Company, and the separate corporate existence of the Merging Company shall cease to exist (such transaction being referred to as the "Merger"). The existence of the Surviving Company shall continue unimpaired and unaffected by the Merger.
2. Conversion of Shares. Each share of common stock of the Merging Company issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger be cancelled. The common stock of the Surviving Company issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.
3. Continuity of Business Enterprise. Following the Merger, the Surviving Company shall either continue the Merging Company's historic business, or continue to use assets that are a significant part of the Merging Company's historic business assets for at least two (2) years.
4. Filing and Effective Time. Articles of Merger, in substantially the form attached hereto as Exhibit 4, and such other documents and instruments as are required by and complying in all respects with the FBCA and MGCL shall be delivered to the appropriate state officials for filing. The Merger shall become effective upon the later of the filing and acceptance of Articles of Merger by the Secretary of State of Florida and the Secretary of State of Maryland (the "Effective Time").
5. Charter and By-Laws; Directors and Officers. The charter and by-laws of the Surviving Company as in effect immediately prior to the Effective Time shall, from and after the Effective Time, continue to be the charter and by-laws of the Surviving Company, until thereafter altered, amended or repealed as provided therein and in accordance with applicable law. The directors and officers of the Surviving Company immediately prior to the Effective Time shall, from and after the Effective Time, continue to be the directors and officers of the Surviving Company, until their respective successors are duly elected or appointed and shall qualify or their earlier resignation or removal.
6. Service of Process; Dissenting Shareholders. The Surviving Company agrees that it may be served with process in the State of Florida in a proceeding for the enforcement of an obligation of the Merging Company and in a proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Company against the Surviving Company, and irrevocably appoints the Secretary of State as its agent to accept services of process in any such suit or proceeding, which may be

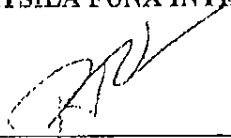
forwarded to the Surviving Company at the following address: 900 Bestgate Suite #400 Annapolis, MD 21401. The Surviving Corporation shall promptly pay to the dissenting shareholders of the Merging Company the amount to which they are entitled under the provisions of the FBCA with respect to the rights of dissenting shareholders.

7. Further Assurances. The Merging Company, at any time, or from time to time, as and when requested by the Surviving Company, or its successors and assigns, shall execute and deliver, or cause to be executed and delivered, in the name of the Merging Company, by its last acting officers or by the corresponding officers of the Surviving Company, all such conveyances, assignments, transfers, deeds or other instruments, and shall take or cause to be taken such further action as the Surviving Company or its successors and assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Company, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests of the Merging Company and otherwise to carry out the intent and purposes of this Plan.
8. Termination. This Plan may be terminated by the board of directors of either the Merging Company or the Surviving Company at any time prior to the Effective Time and notwithstanding any approval of the Plan by the shareholders of the Merging Company and/or the Surviving Company.
9. Interpretation. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan. Words used in this Plan, regardless of the gender or number specifically used, shall be deemed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context may require.
10. Counterparts. This Plan may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same interest.

[Signature page follows]

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

WARTSILA FUNA INTERNATIONAL, INC.

By: 
Name: Paul Weber
Title: Managing Director
WARTSILA NORTH AMERICA, INC.

By: 
Name: Lea Kellogg
Title: Secretary

EXHIBIT 1

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF WARTSILA FUNA INTERNATIONAL, INC.

[SEE ATTACHED]

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
WARTSILA FUNA INTERNATIONAL, INC.**

March 31, 2017

The undersigned, being all of the members of the Board of Directors (the "Board") of Wartsila Funa International Inc., a Florida corporation, (the "Company") do hereby consent to the adoption of the following resolutions to the same extent and to have the same force and effect as if adopted at a formal meeting of the Board of the Company.

WHEREAS, the Company has previously appointed the following individuals as officers of the Company: Paul Weber, as Managing Director and Stefanie Olbrich, as Secretary (collectively, the "Existing Officers");

WHEREAS, the Company entered into an Agreement and Plan of Merger (the "Plan") dated as of March 31, 2017 with Wartsila North America, Inc., a Maryland corporation (the "Surviving Company") pursuant to which, at the Effective Time as defined in the Plan, the Company will merge with and into the Surviving Company (the "Merger") in accordance with the Florida Business Corporations Act (the "FBCA") and the Maryland General Corporation Law (the "MGCL");

WHEREAS, following the Merger, the Company will cease to exist and each share of common stock of the Company issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger be cancelled; and

WHEREAS, the Company has determined that it is advisable and in its best interests to approve the Merger and the Plan.

NOW, THEREFORE BE IT RESOLVED, that the Existing Officers are affirmed as the Company's officers, each to serve in such capacity until his successor is duly elected and qualified, unless he shall sooner die, resign or be removed;

RESOLVED FURTHER, that the Board hereby authorizes and approves the proposed Merger on behalf of the Company;

RESOLVED FURTHER, that the Board does hereby approve, authorize and ratify in all respects, (i) the proposed Plan, together with the schedules and appendices attached thereto to be executed in connection therewith, and all other agreements, documents and instruments contemplated to be executed and delivered by the Company or any of its affiliates to effect the transactions contemplated in the Plan (together with the Plan, collectively the "Transaction Documents"), together with such additions, deletions, modifications or amendments to the Transaction Documents as the Managing Director and the Secretary or any other officer of the Company designated herein or by the Managing Director (each an "Authorized Officer" and collectively, the "Authorized Officers"), should deem appropriate or necessary in such officer's

discretion, and (ii) the consummation of the transactions contemplated thereunder including, but not limited to, the Plan, and the Managing Director of the Company is hereby directed to maintain a copy of the final form of the Transaction Documents (including any amendment or modification thereof), with the official records of the Company;

RESOLVED FURTHER, that the Authorized Officers be, and each of them is hereby severally authorized and empowered to take or cause to be taken in the name of the Company all such further action and to negotiate, finalize, execute, deliver and file, as appropriate, the Transaction Documents and any such other certificates, instruments or documents in any jurisdiction as such officers shall deem necessary or appropriate, to carry out the purposes and intents of the foregoing resolutions and to consummate the proposed Merger;

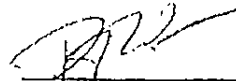
RESOLVED FURTHER, that the Authorized Officers be, and each of them is hereby severally, authorized and empowered, upon execution and delivery of the Transaction Documents and any related documents, to perform in the name and on behalf of the Company the agreements and obligations contemplated thereby as may be necessary with respect to the entry into and performance of such Transaction Documents and related obligations in accordance with the terms of such Transaction Documents; and

RESOLVED FURTHER, that each of the Authorized Officers is hereby severally authorized and empowered to take such other and further action in the consummation of the resolutions contemplated herein as the lawful officer so acting shall deem to be necessary or desirable or as the Board shall direct, and any and all acts heretofore taken by said officers of the Company to such end are hereby expressly ratified and confirmed as the acts and deeds of the Company, whether taken before or after the date of this Consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent effective as of the date first written above.

BOARD OF DIRECTORS



Paul Weber
Managing Director

Aaron Bresnahan
Director

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent effective as of the date first written above.

BOARD OF DIRECTORS

Paul Weber
Managing Director



Aaron Bresnahan
Director

EXHIBIT 2

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF WARTSILA NORTH AMERICA, INC.

[SEE ATTACHED]

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
WARTSILA NORTH AMERICA, INC.**

March 31, 2017

The undersigned, being all of the members of the Board of Directors (the "Board") of Wartsila North America, Inc., a Maryland corporation, (the "Company") do hereby consent to the adoption of the following resolutions to the same extent and to have the same force and effect as if adopted at a formal meeting of the Board of the Company.

WHEREAS, the Company entered into an Agreement and Plan of Merger (the "Plan") dated as of March 31, 2017 with Wartsila Funa International, Inc., a Florida corporation (the "Merging Company") pursuant to which, at the Effective Time as defined in the Plan, the Company will merge with the Merging Company (the "Merger") in accordance with the Florida Business Corporations Act (the "FBCA") and the Maryland General Corporation Law (the "MGCL");

WHEREAS, the existence of the Company shall continue unimpaired and unaffected by the Merger, and the common stock of the Company issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding; and

WHEREAS, the Company has determined that it is advisable and in its best interests to approve the Merger and the Plan.

NOW, THEREFORE BE IT RESOLVED, that the Board hereby authorizes and approves the proposed Merger on behalf of the Company;

RESOLVED FURTHER, that the terms and conditions of the Plan and all other transactions contemplated by the Plan, are hereby approved, adopted, ratified and affirmed in all respects, and the Board of Directors are hereby authorized and directed to enter into and perform their obligations under the Plan; and be it

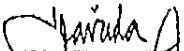
RESOLVED FURTHER, that any action previously taken by or on behalf of the Company which is contemplated by, and in furtherance of the foregoing resolutions be, and hereby is, ratified, approved, confirmed and adopted, in all respects, as an action by the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent effective as of the date first written above.

BOARD OF DIRECTORS

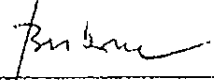
Pierpaolo Barbone
Chairman


Javier Cavada
Director


Stephan Kuhn
Director

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent effective as of the date first written above.

BOARD OF DIRECTORS



Pierluigi Barbone
Chairman

Javier Cabrera
Director

Stephan Kuhn
Director

EXHIBIT 3

WRITTEN CONSENT OF THE SOLE SHAREHOLDER
OF WARTSILA FUNA INTERNATIONAL, INC. AND WARTSILA NORTH
AMERICA, INC.

[SEE ATTACHED]

WRITTEN CONSENT OF THE SOLE SHAREHOLDER
OF
WARTSILA FUNA INTERNATIONAL, INC.
AND
WARTSILA NORTH AMERICA, INC.

March 31, 2017

The undersigned, Wartsila Holding, Inc., a Maryland corporation, being the sole shareholder of Wartsila Funa International, Inc. and Wartsila North America, Inc. (collectively the "Companies" and each, a "Merging Company" or "Surviving Company", respectively), do hereby consent to the adoption of the following resolutions and to the taking of the actions contemplated thereby:

WHEREAS, the Merging Company entered into an Agreement and Plan of Merger (the "Plan") dated as of March 31, 2017 with the Surviving Company pursuant to which, at the Effective Time as defined in the Plan, the Merging Company will merge with and into the Surviving Company (the "Merger") in accordance with the Florida Business Corporations Act (the "FBCA") and the Maryland General Corporation Law (the "MGCL");

NOW THEREFORE BE IT RESOLVED, that the Plan and the Merger adopted on the date hereof, be, and hereby are, approved;

RESOLVED FURTHER, that the Secretary or Assistant Secretary of each of the Companies is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or appropriate in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolutions; and

RESOLVED FURTHER, that a copy of this written consent be filed with the minutes of proceedings of the Surviving Company.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder of the Companies, has executed this written consent on the date first written above.

WARTSILA HOLDING, INC.

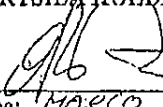
By: 
Name: MARCO WIREN
Title: Representative of Solo Shareholder

EXHIBIT 4
ARTICLES OF MERGER
[SEE ATTACHED]