

F10000002226

(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



200238196162

RECEIVED

12 AUG 28 AM 11:13

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

12 AUG 28 AM 11:57

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AUG 28 2012
C. MUSTAIN

9163000069
970

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: 08-28-2012

**NAME: POLYTAN USA INC/APT ADVANCED POLYMER TECHNOLOGY
CORP**

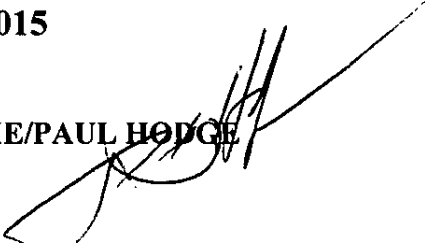
TYPE OF FILING: ARTICLES OF MERGER

COST: \$78.75

RETURN: CERTIFIED COPY

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



eff
8/31

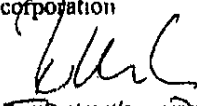
STATE OF FLORIDA ARTICLES OF MERGER

Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "FBCA"), the undersigned corporations execute the following Articles of Merger.

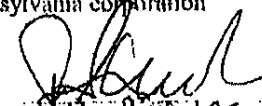
1. The names of the corporations which are parties to the merger are Polytan USA, Inc., a Florida corporation, and APT Advanced Polymer Technology Corp., a Pennsylvania corporation.
2. The name of the surviving corporation is APT Advanced Polymer Technology Corp., a Pennsylvania corporation (the "Surviving Corporation").
3. The Agreement and Plan of Merger is attached.
4. The Agreement and Plan of Merger has been approved by each domestic corporation that is a party to the merger in accordance with Section 607.1101 of the FBCA.
5. The Agreement and Plan of Merger has been approved by the other business corporation that is a party to the merger in accordance with the respective laws of the Commonwealth of Pennsylvania.
6. The merger is to become effective as of 11:59 P.M. Eastern Daylight Time on August 31, 2012.
7. The principal place of business of the Surviving Corporation is 109 Conica Lane, Harmony, Pennsylvania 16037.
8. The Surviving Corporation hereby appoints the Florida Secretary of State as its agent for service of process in any proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the merger.
9. The Surviving Corporation hereby 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 of the FBCA.

IN WITNESS WHEREOF, each of the Surviving Corporation and the merging corporation have caused these articles to be signed by an authorized officer, the 28 day of August, 2012.

POLYTAN USA, INC.
a Florida corporation

By: 
Name: FRANK DITTRICHT
Title: CFO

APT Advanced Polymer Technology Corp.
a Pennsylvania corporation

By: 
Name: R.M. SCHULTE
Title: CEO/PRESIDENT

FILED
12 AUG 28 AM 11:57
STATE
VALMONT CO. 110702

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 28 day of August, 2012 by and between APT ADVANCED POLYMER TECHNOLOGY CORP., a corporation organized and existing under the laws of Pennsylvania ("APT") and POLYTAN USA, INC., a corporation organized and existing under the laws of Florida ("Polytan").

RECITALS:

WHEREAS, APT is a corporation incorporated and validly existing under the laws of the Commonwealth of Pennsylvania;

WHEREAS, Polytan is a corporation incorporated and validly existing under the laws of the State of Florida;

WHEREAS, Sportfield Beteiligungen GmbH, a company with limited liability organized under the laws of Germany ("Sportfield") owns 100% of the issued and outstanding common stock of APT and 100% of the issued and outstanding common stock of Polytan;

WHEREAS, the board of directors of APT and Sportfield, in its capacity as sole shareholder of APT, have determined that it is advisable and in the best interests of APT that Polytan merge with and into APT upon the terms and subject to the conditions set forth herein; and

WHEREAS, the board of directors of Polytan and Sportfield, in its capacity as sole shareholder of Polytan, have determined that it is advisable and in the best interests of Polytan that Polytan merge with and into APT upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, for and in consideration of these premises and the covenants, agreements, representations, and warranties herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. THE MERGER

A. **Merger**. In accordance with the provisions of this Agreement, the Florida Business Corporation Act (the "FBCA"), and the Pennsylvania Associations Code (the "PAC"), at the Effective Time of the Merger (as defined herein), Polytan shall be merged with and into APT (the "Merger"), whereupon the separate existence of Polytan shall cease and APT shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation."

B. **Effective Time**. The Merger shall become effective as of 11:59 P.M. Eastern Daylight Time on August 31, 2012 (the "Effective Time of the Merger"). Provided that this Agreement has not been terminated or abandoned pursuant to Article IV, Paragraph B hereof, prior to the Effective Time of the Merger, Polytan shall cause a Certificate of Merger to be

executed and filed with the Department of State of the State of Florida (the "Florida Certificate of Merger"), and APT shall cause Articles of Merger to be executed and filed with the Department of State of the Commonwealth of Pennsylvania (the "Pennsylvania Articles of Merger"), each of which shall become effective at the Effective Time of the Merger.

C. Effect of the Merger. At the Effective Time of the Merger, the separate existence of Polytan a shall cease, and APT, as the Surviving Corporation, (i) shall be a corporation organized and validly existing under the laws of the Commonwealth of Pennsylvania, (ii) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time of the Merger; (iii) shall be subject to all actions previously taken by the board of directors of APT and all actions previously taken by the board of directors of Polytan; (iv) shall succeed, without other transfer, to all of the assets, rights, powers and property of Polytan; (v) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time of the Merger; and (vi) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Polytan in the same manner as if APT had itself incurred them, all as more fully provided under the applicable provisions of the PAC and the FBCA.

II. CHARTER, BYLAWS, DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

A. Articles of Incorporation. The Articles of Incorporation of APT as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

B. Bylaws. The Bylaws of APT as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

C. Directors and Officers. The directors and officers of APT immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

III. EFFECT OF MERGER ON OWNERSHIP

A. Polytan Stock. At the Effective Time of the Merger, by virtue of the Merger and without any further action on the part of Polytan or APT, each share of the capital stock of Polytan issued and outstanding on the stock transfer records of Polytan immediately prior to the Merger shall be cancelled and shall cease to exist.

B. APT Stock. At the Effective Time of the Merger, each share of the capital stock of APT issued and outstanding on the stock transfer records of APT immediately prior to the Merger shall remain as the issued and outstanding shares of the capital stock of the Surviving Company and shall be unaffected by the Merger.

IV. GENERAL PROVISIONS

A. Further Assurances. From time to time, as and when required by APT or by its successors or assigns, there shall be executed and delivered on behalf of Polytan such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by APT the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Polytan and otherwise to carry out the purposes of this Agreement, and the officers and directors of APT are fully authorized in the name and on behalf of Polytan to take any and all such action and to execute and deliver any and all such deeds and other instruments.

B. Termination. At any time prior to the filing of the Articles of Merger in Pennsylvania or Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of APT or Polytan. In the event of the termination or abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of APT or Polytan, or any of their respective shareholders, directors, or officers.

C. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation, and copies thereof will be furnished to any stockholder of either APT or Polytan upon request and without cost.

D. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which, when taken together, shall constitute one instrument. In the execution of this Agreement, facsimile or scanned and emailed manual signatures shall be fully effective for all purposes.

F. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first written above.

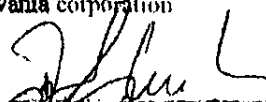
APT:

APT ADVANCED POLYMER TECHNOLOGY CORP.
a Pennsylvania corporation

By:

Name:

Title:


J. M. SCHOLZE
CEO / PRESIDENT


Polytan:

POLYTAN USA, INC.
a Florida corporation

By:

Name:

Title:


FRANK DIETRICH
CEO

[Signature Page to Agreement and Plan of Merger (Polytan/APT)]