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**MERGER OR SHARE EXCHANGE**

**ASTI INDUSTRIES LLC**

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**CERTIFICATE OF MERGER**  
**OF**  
**ASTI ENTERPRISES LLC**  
 (A New York Limited Liability Company)  
**INTO**  
**ASTI INDUSTRIES LLC**  
 (A Florida Limited Liability Company)

209-40860

Pursuant to Section 608.438 et seq., of the Florida Statutes, the undersigned herewith submit the following:

1. The name of the surviving limited liability company "LLC" is **ASTI INDUSTRIES LLC** a Florida LLC, and the name of the merging corporation is **ASTI ENTERPRISES LLC** a New York limited liability company.
2. Attached hereto is the plan of merger entitled Plan of Merger.
3. The Plan of Merger was approved by the members of **ASTI ENTERPRISES LLC** on June 1, 2009 and by the members of **ASTI INDUSTRIES LLC** on June 1, 2009 in compliance with the applicable provisions of the laws of the State of Florida. The laws of the State of Florida permit the merger herein affected.
4. The date of Organization of **ASTI ENTERPRISES LLC** was March 7, 2005 and date of Organization of **ASTI INDUSTRIES LLC** is April 28, 2009. **ASTI INDUSTRIES LLC** was formed under the name of Astin Enterprises LLC, and amended its name to **ASTI INDUSTRIES LLC** by amendment filed with the State of Florida on May 6, 2009.
5. The designation and number of outstanding membership interests of each class of **ASTI ENTERPRISES LLC** the merging corporation is 50 membership interests, and the number membership interest entitled to vote and to vote as a class is 50 membership interests.
6. The vote of members of the limited liability corporation for and against the plan was as follows:

**ASTI ENTERPRISES LLC**  
For the Plan  
 50 membership interests

Against the Plan  
~~0~~ membership interests

- 7. **ASTI INDUSTRIES LLC**, the surviving LLC, agrees that it may be served with process in this State in any proceeding for the enforcement of any obligation of any domestic LLC, previously amendable to suit in this State, which is a party to this merger, and in any proceeding for the enforcement of the rights of a dissenting member of any such domestic LLC against the surviving LLC.
- 8. **ASTI INDUSTRIES LLC**, the surviving LLC, irrevocably appoints the Secretary of State of this State as its agent to accept service of process in any such proceeding, and the post office address to which the Secretary of State shall mail a copy of the process in such proceeding is as follows: **7007 Woodbridge Circle, Boca Raton, FL 33434**
- 9. **ASTI INDUSTRIES LLC** agrees that it will promptly pay to dissenting members of any such domestic LLC the amount, if any, to which they shall be entitled under the provisions of the act with respect to the rights of dissenting members.
- 10. The plan of merger is on file at the principal place of business of the survivor and the address is as follows: **7007 Woodbridge Circle, Boca Raton, FL 33434**
- 11. A copy of the plan of merger shall be furnished by the surviving LLC on request and without cost, to any member or to any person holding an interest in the LLC.

Dated: June 1, 2009

ASTI INDUSTRIES LLC

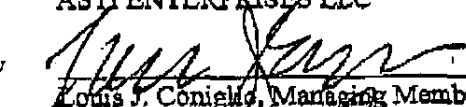
By

  
 \_\_\_\_\_  
 Louis J. Coniglio, Managing Member

  
 \_\_\_\_\_  
 Mary Coniglio, Managing Member

ASTI ENTERPRISES LLC

By

  
 \_\_\_\_\_  
 Louis J. Coniglio, Managing Member

  
 \_\_\_\_\_  
 Mary Coniglio, Managing Member

**PLAN OF MERGER**  
of  
**ASTI ENTERPRISES LLC**  
into  
**ASTI INDUSTRIES LLC**

**Dated: June 1, 2009**

**Article I**

**NAMES OF CONSTITUENT ENTITIES**

1. The name of each constituent entity is Asti Enterprises LLC, a New York limited liability company and Asti Industries LLC, a Florida limited liability company. The name of the surviving entity is Asti Industries LLC ("Surviving LLC"). Following the merger its name shall be Asti Industries LLC.

**Article II**

**MEMBERSHIP INTERESTS OF CONSTITUENT ENTITIES**

1. As to each entity, the designation and number of outstanding membership interests of each class and series and the voting rights and the designation and number of outstanding membership interests are as follows:

Asti Enterprises LLC - has 200 units of membership interests, all without par value. Fifty (50) units are issued and outstanding and have the right to vote on the merger. The Surviving LLC has one hundred fifty (150) units in its treasury. No such units are subject to change prior to the effective date of merger.

Asti Industries LLC - has 200 units of membership interests, all without par value. Fifty (50) units are issued and outstanding and have the right to vote on the merger. The Surviving LLC has one hundred fifty (50) units in its treasury. No such units are subject to change prior to the effective date of merger.

### Article III

#### TERMS AND CONDITIONS OF PROPOSED MERGER

1. The terms and conditions of the proposed merger are as follows:

In consideration of all of the issued and outstanding units of Asti Enterprises LLC and all rights associated or attendant thereto, including the contract rights, inventory and tradename that Asti Enterprises LLC may have, Asti Industries LLC shall issue fifty (50) membership interests units to be divided equally among the current members of Asti Enterprises LLC and shall assume all obligations, debts and liabilities of Asti Enterprises LLC.

2. Following the merger, the managers of Asti Industries LLC shall be the managers of the Surviving LLC.

### Article IV

#### OPERATING AGREEMENT AND ANNUAL MEETING OF SURVIVING LLC

The operating agreement of the Surviving LLC, Asti Industries LLC, as it exists on the Effective Date of merger, shall be and remain the operating agreement of the surviving entity until the same shall be altered, amended or repealed as provided therein. The operating agreement of the merging entity shall, as of the effective date of the merger be of no further force and effect. The first annual meeting of Members of Asti Industries LLC held after the date when the merger becomes effective, shall be the annual meeting date provided, or to be provided, by the operating agreement thereof.

### Article V

#### MEETING OF THE MEMBERS

The first meeting of the members of the Surviving LLC to be held after the date when the merger shall become effective may be called or may convene in the manner provided in the operating agreement of the Surviving LLC and may be held at the time and place specified in the notice of the meeting.

**Article VI****MANNER AND BASIS OF CONVERTING MEMBERSHIP INTEREST OF THE  
CONSTITUENT MERGING LLC INTO MEMBERSHIP INTEREST OF THE  
SURVIVING LLC**

The manner and basis of converting membership interest of Asti Enterprises LLC into member interests of Asti Industries LLC shall be as follows:

1. Each membership interest of Asti Enterprises LLC on the effective date of merger and all rights, in respect thereto shall, forthwith upon such effective date, be converted into, and become exchanged for one (1) membership interest unit of Asti Industries LLC, and each holder of the membership interest of Asti Enterprises LLC shall thereafter be entitled, upon presentation for surrender to the Surviving LLC (Asti Industries LLC) or its agent, of the certificate or certificates representing such units, to receive in exchange therefor a certificate or certificates representing the unit of fully-paid and non-assessable unit of membership interest of the Surviving LLC to which such holder shall be entitled upon the aforesaid basis of conversion and exchange.

2. To accomplish this, the Surviving LLC shall issue an additional fifty (50) units of its membership interest to the members of Asti Enterprises LLC so that following this issuance, Asti Industries LLC shall have a total of one hundred (100) issued and outstanding units of membership interests.

3. Any units of class of Asti Enterprises LLC held in its treasury on the Effective Date of the merger shall be deemed canceled.

4. The books and records of Asti Industries LLC shall be amended so that upon the consummation of this merger, it shall have issued one hundred (100) units of membership interests no par value as set forth above.

**Article VII****MISCELLANEOUS PROVISIONS**

1. Effective Date - This plan shall be submitted to the respective members of the constituent entities for the adoption thereof by the requisite votes of members of each of the constituent entities. It is the intention that, if approved by the members of the constituent entities, the merger shall be effective as of June 1, 2009.

2. Effect of Merger - When a certificate of merger shall have been executed on behalf of each entity and shall have been filed with the Department of State of the State of Florida; then effective as of June 1, 2009, the separate existence of Asti Enterprises LLC shall cease and said

company shall be merged in accordance with the provisions of this plan into Asti Industries LLC, which shall survive such merger and shall continue in existence and shall, without other transfer, succeed to and possess all the rights, privileges, immunities, powers and purposes of each of the constituent entities, and all the property, real and personal, including subscriptions to units, causes of action and every other asset of each of the constituent limited liability companies, including its tradenames and other proprietary rights, shall vest in such Surviving LLC without any further act or deed; the Surviving LLC shall assume and be liable for all the liabilities, obligations and penalties of each of the constituent entities. No liability or obligation due or to become due, claim or demand for any cause existing against either entity, or any member or manager thereof shall be released or impaired by such merger. No action or proceeding, civil or criminal, then pending by or against either constituent entity or any member or manager thereof shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving LLC may be substituted in such action in place of either constituent entity.

3. Abandonment of Merger - If, at any time prior to the effective date hereof, events or circumstances occur, which in the opinion of the managers or members, as the case may be, of either constituent entity, renders it inadvisable to consummate the merger, this plan of merger shall not become effective even though previously adopted by the members of the constituent entities, as the case may be. The filing of the merger certificate shall be conclusive evidence that no action to terminate this plan has been taken by the members or managers as the case may be of either constituent entity.

4. Expenses of Merger - The Surviving LLC shall pay all the expenses of carrying this plan into effect and of accomplishing the merger.

#### Article VIII

#### EIN OF SURVIVING LLC

The EIN of the Surviving LLC shall be the EIN of Asti Enterprises LLC.

#### Article IX

#### CERTIFICATE OF FORMATION OF SURVIVING LLC

The certificate of formation of the Surviving LLC shall not be amended by reason of this merger.

The foregoing plan has been duly approved by the respective members of each constituent entity as the case may be on the following dates:

Asti Enterprises LLC - Date of Approval - June 1, 2009

Asti Industries LLC - Date of Approval - June 1, 2009

Article X

NAME CHANGE OF SURVIVING LLC

The Surviving LLC was originally formed under the name Astin Enterprises LLC. The Articles of Organization for Astin Enterprises LLC was amended May 6, 2009 whereby the name was changed to Asti Industries LLC.

ASTI ENTERPRISES LLC

By *Louis J. Coniglio*  
Louis J. Coniglio, Managing Member

*Mary Coniglio*  
Mary Coniglio, Managing Member

ASTI INDUSTRIES LLC

By *Louis J. Coniglio*  
Louis J. Coniglio, Managing Member

*Mary Coniglio*  
Mary Coniglio, Managing Member

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