

PINMASSIVE

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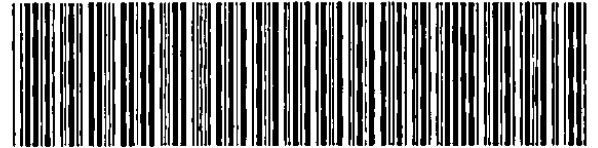
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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R. WHITE

OCT 16 2019

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: ASH/TEC, INC.

Name of Surviving Corporation

MAILED

9/27/19

UPS OVERNIGHT  
MAIL

The enclosed Articles of Merger and fee are submitted for filing.

- FIRM CHECK \$5745  
FLA DEPT OF STATE  
\$113.75-

Please return all correspondence concerning this matter to following:

ALVIN B. MARSHALL, ESQUIRE

Contact Person

Marshall, Bohorad, Thornburg, Price & Campion, P.C.

Firm/Company

1940 West Norwegian Street

Address

Pottsville, PA 17901

City/State and Zip Code

ABM@pottsvillelaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Alvin B. Marshall

Name of Contact Person

At ( 570 ) 622-1811

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

UPS OVERNIGHT MAIL

STREET ADDRESS:

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

2010-03-30 14:00

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ASHLAND TECHNOLOGIES, INC.	PENNSYLVANIA	CORPORATION
ASH/TEC SOUTH, INC.	FLORIDA	CORPORATION

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ASH/TEC, INC.	PENNSYLVANIA	CORPORATION

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger 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:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

OCTOBER 1, 2019

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**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

ASH/TEC, INC. - PENNSYLVANIA

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218 DELL ROAD

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HEGINS, PA 17938, USA

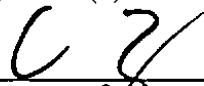


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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

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.

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 s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ASH/TEC, INC.		WILLIAM W. WYDRA, JR. PRESIDENT
ASHLAND TECHNOLOGIES, INC.		WILLIAM W. WYDRA, JR. PRESIDENT
ASH/TEC SOUTH, INC.		WILLIAM W. WYDRA, JR. PRESIDENT

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ASHLAND TECHNOLOGIES, INC.	PENNSYLVANIA	CORPORATION
ASH/TEC SOUTH, INC.	FLORIDA	CORPORATION

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ASH/TEC, INC.	PENNSYLVANIA	CORPORATION

**THIRD:** The terms and conditions of the merger are as follows:

SEE PLAN OF MERGER

ATTACHED AS EXHIBIT "A"

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE PARAGRAPH 4 OF PLAN

OF MERGER ATTACHED

*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE PARAGRAPH 4 OF PLAN

OF MERGER ATTACHED

*(Attach additional sheet if necessary)*

**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

N.A.

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*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N.A.

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*(Attach additional sheet if necessary)*



**SEVENTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

NONE

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*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

SEE PLAN OF MERGER ATTACHED

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*(Attach additional sheet if necessary)*

## PLAN OF MERGER

### AMONG

**ASH/TEC, INC., a Pennsylvania corporation**  
**(the "Surviving Corporation")**  
**and**

**ASHLAND TECHNOLOGIES, INC., a Pennsylvania corporation**  
**(a "Disappearing Corporation")**  
**and**

**ASH/TEC SOUTH, INC., a Florida corporation**  
**(a "Disappearing Corporation")**

This Plan of Merger (the "**Plan**") dated August 1, 2019 is between and among **ASH/TEC, INC.**, a Pennsylvania Corporation, **Ashland Technologies, Inc.**, a Pennsylvania Corporation, and **ASH/TEC South, Inc.**, a Florida Corporation.

### RECITALS

A. **ASH/TEC, INC. ("Ash/Tec")**, the Surviving Corporation, is a business corporation incorporated under the laws of the Commonwealth of Pennsylvania, with an authorized capital of 200 shares of voting common stock, no par value per share ("**Ash/Tec Voting Common Shares**"), of which 33 ⅓ shares are currently issued and outstanding. The registered office in Pennsylvania is 32 Lehigh Street, Ashland, Schuylkill County, PA 17921.

B. **ASHLAND TECHNOLOGIES, INC. ("Technologies")**, a Disappearing Corporation, is a business corporation incorporated under the laws of the Commonwealth of Pennsylvania, with an authorized capital of 1,000,000 shares of voting common stock, without par value ("**Technologies Voting Common Shares**"), and 1,000,000 shares of non-voting common stock without par value ("**Technologies Non-Voting Common Shares**"). 1000 shares of Technologies Voting Common Stock are currently issued and outstanding. The registered office of Technologies in Pennsylvania is One Norwegian Plaza, PO Box 1280, Pottsville, Schuylkill County, PA 17901. The principal place of business in Pennsylvania is 218 Dell Road, Hegins, PA 17938

C. **ASH/TEC SOUTH, INC. ("A/T South")**, a Disappearing Corporation, is a business corporation incorporated under the laws of the State of Florida, with an authorized capital of 1,000,000 shares of voting common stock without par value ("**A/T South Voting Common**

**Shares**"), and 1,000,000 shares of non-voting common stock without par value ("**A/T South Non-Voting Common Shares**"). 1000 shares of A/T South Voting Common Stock are currently issued and outstanding. The registered office and principal place of business of Ash/Tec South, Inc. is 302 North Village Street, Celebration, FL 34747

D. The respective boards of directors and shareholders of Ash/Tec, Technologies, and A/T South have adopted resolutions approving this Plan of Merger (the "**Plan**") and the merger of Technologies and A/T South with and into Ash/Tec, the Surviving Corporation, in accordance with the Pennsylvania Business Corporation Law of 1988, as amended (the "**BCL**") and Florida Business Corporation Act, as amended (the "**Florida BCA**").

**NOW, THEREFORE**, intending to be legally bound, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. **Incorporation of Recitals**. The Recitals are incorporated by this reference into the Plan as if fully set forth in this Paragraph 1.

2. **Parties to Merger**. At the Effective Time (as defined in Paragraph 5), Technologies and A/T South shall be merged with and into Ash/Tec, in accordance with the BCL and the Florida BCA and the terms and conditions of this Plan, and the separate corporate existence of Technologies and A/T South shall cease (such transaction being hereinafter referred to as the "**Merger**"). The corporate existence of Ash/Tec shall continue unimpaired and unaffected by the Merger.

3. **Business Purpose of Merger**. The business purpose for the Merger is the efficiency of administration and cost savings.

4. **Conversion of Shares**.

(a) The 33⅓ Ash/Tec Voting Common Shares outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action by the holder thereof, be converted into a total of one hundred (100) shares of the Ash/Tec Voting Common Shares, representing 50% of the total Ash/Tec Voting Common Shares outstanding.

(b) The 1000 Technologies Voting Common Shares outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action by the holder thereof, be converted into a total of fifty (50) shares of the Ash/Tec Voting Common Shares, representing 25% of the total Ash/Tec Voting Common Shares outstanding.

(c) The 1000 A/T South Voting Common Shares outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action by the holder thereof, be converted into a total of fifty (50) shares of the Ash/Tec Voting Common Shares, representing 25% of the total Ash/Tec Voting Common Shares outstanding.

5. Share Certificates. From and after the Effective Date, each holder of a certificate theretofore representing Ash/Tec, Technologies and A/T South Voting Common Shares (any such certificate being hereinafter referred to as a “**Certificate**”) may surrender all such Certificate to Ash/Tec or its agent for cancellation and the holder shall be entitled upon surrender to receive in exchange therefor certificate(s) representing the following number of Ash/Tec Voting Common Shares.

	<u>Voting Common Shares</u>	<u>Non-Voting Common Shares</u>
William W. Wydra, Jr.	100	-0-

Until so surrendered, each Certificate shall be deemed for all purposes to evidence ownership of the number of Ash/Tec Voting Common Shares into which the shares represented by the Certificates have been converted as provided in Paragraph 5.

6. Filing and Effective Date. Articles of Merger, and such other documents and instruments as are required by and complying in all respects with, the BCL and Florida BCA, respectively, shall be delivered to the appropriate state officials in Pennsylvania and Florida for filing. The Merger shall become effective (the “**Effective Date**”) on October 1, 2019 or so long as the Statement of Merger is filed with the Pennsylvania Department of State and Articles of Merger are filed with the Florida Department of State, Division of Corporations on or before October 1, 2019.

7. Articles of Incorporation, Bylaws and Registered Office. The corporate existence, articles of incorporation and bylaws and registered office in Pennsylvania of Ash/Tec, Inc., the Surviving Corporation, in effect immediately prior to the Effective Date shall continue unaffected following the Merger, until amended in accordance with applicable law.

8. Directors and Officers. From and after the Effective Date, the directors and the officers of Ash/Tec shall continue to be the directors and the officers of Ash/Tec. Each such director or officer shall hold office until the expiration of his or her term of office, or earlier death, resignation or removal by resolution, in accordance with the articles and bylaws of Ash/Tec and applicable law.

9. Authorized and Issued Shares. The Merger shall not affect the issued and outstanding shares of common capital stock of Ash/Tec, the Surviving Corporation, and the number of authorized shares of the Surviving Corporation shall be unaffected by the Merger.

10. Stock Transfer Books. On the Effective Date, the stock transfer books of Technologies and A/T South shall be and shall be deemed to be closed and no transfer of shares of the capital stock of Technologies and A/T South shall thereafter be made, effected or consummated.

11. Transfer of Rights, Percentages, Powers and Obligations in Ash/Tec. At the Effective

Date, (a) the separate existence of Technologies and A/T South shall cease; (b) Ash/Tec shall possess all the rights, privileges, powers and franchises of Technologies and A/T South; (c) all the property, real, personal and mixed, and franchises of Technologies and A/T South and all debts due on whatever account to it, including any subscriptions to any of its shares and all other choses in action belonging to it, shall be taken and deemed to be transferred to and vested in Ash/Tec by operation of law and without further acts or deeds; (d) all such rights, privileges, powers and franchises, and all and every other interest of Technologies and A/T South shall be thereafter as effectually the property of Ash/Tec as they were of Technologies and A/T South; (e) the title to and interest in any real estate vested by deed, lease or otherwise in Technologies and A/T South shall not revert or be impaired; (f) Ash/Tec shall be responsible for all liabilities and obligations of Technologies and A/T South, or its shareholders, directors or officers shall not be affected by the Merger, nor shall the rights of Technologies and A/T South, the officers and directors of Technologies and A/T South; and (g) at the expense of Ash/Tec, the officers or directors of Technologies and A/T South shall execute and deliver all such instruments and take all such actions as Ash/Tec may determine to be necessary or desirable to in order to best in and confirm to Ash/Tec title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Plan of Merger.

12. Termination. Notwithstanding shareholder approval of this Plan, this Plan may be terminated at any time prior to the Effective Date by Ash/Tec, Technologies or A/T South by written notice to all of the other parties at least ten (10) days prior to the Effective Date, and, if Articles of Merger and the Statement of Merger have been filed in the Department of State in Pennsylvania and/or Florida, by the filing of a statement of termination under each statute in Pennsylvania and/or Florida.

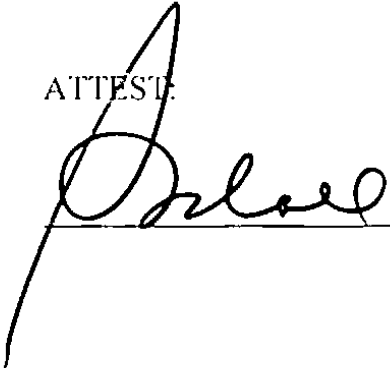
13. Further Assurances. Technologies and A/T South shall at any time, or from time to time, as and when requested by Ash/Tec, or its successors and assigns, execute and deliver, or cause to be executed and delivered, in the names of Technologies and A/T South by their last acting officers, or by the corresponding officers of Ash/Tec, all such conveyances, assignments, transfers, deeds or other instruments, and shall take or cause to be taken such further action as Ash/Tec 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 Ash/Tec, its successors and assigns, title to and possession of all of the property, rights, privileges, powers, immunities, franchises and interests of Technologies and A/T South and otherwise to carry out the intent and purposes of this Plan.

14. 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.

15. Counterparts. Any number of counterparts of this Plan of Merger may be executed, each of which shall constitute one and the same instrument.

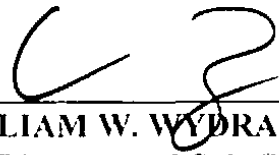
**WHEREFORE**, the undersigned parties to this Plan of Merger have caused the same to be executed by their duly authorized officers.

ATTEST:

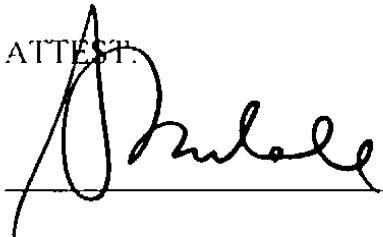
  
\_\_\_\_\_

ASH/TEC, INC.

By:

  
\_\_\_\_\_  
**WILLIAM W. WYDRA, JR., PRESIDENT**  
**Sole Director and Sole Shareholder**

ATTEST:

  
\_\_\_\_\_

ASHLAND TECHNOLOGIES, INC.

By:


  
\_\_\_\_\_  
**WILLIAM W. WYDRA, JR., PRESIDENT**  
**Sole Director and Sole Shareholder**

ATTEST:

  
\_\_\_\_\_

ASH/TEC SOUTH, INC.

By:

  
\_\_\_\_\_  
**WILLIAM W. WYDRA, JR., PRESIDENT**  
**Sole Director and Sole Shareholder**