

P18000066081

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

(Business Entity Name)

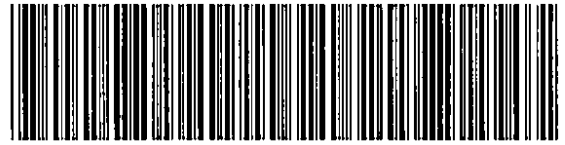
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Brian Kearns Auth.
the Adoption & Date
for merging corp.
And correction 9/14/18
ON Name Add(inc) @

Office Use Only



400316857674

08/13/18 - 01:00 PM - 00:00

2018 SEP 13 AM 9:07
SEP 13 2018
ALBRITTON

FILED

EFFECTIVE DATE
10.1.2018

Merger

SEP 14 2018
ALBRITTON

LAW OFFICES
HARTMAN & WINNICKI, P.C.

Dariusz M. Winnicki **
Brian T. Keane ☐
Richard L. Ravin **☐
Daniel L. Schmutter*
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Steven B. Gladis☐

74 PASSAIC STREET
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* * *

WEBSITE
www.hartmanwinnicki.com

Porter E. Hartman (1920-2009)
Charles R. Buhrman (1938-1994)
William T. Marsden (1943-1993)
Cyrus D. Samuelson (1911-1998)

* New York and New Jersey Bars
* Florida Bar
☐ Washington, D.C. Bar
☐ New Jersey Bar
* Pennsylvania Bar

September 6, 2018

Via Certified Mail R.R.R.
Amendment Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314
Attn: Irene Albritton

**Re: Teknology Solutions, Inc. ("Corporation")
Articles of Merger**

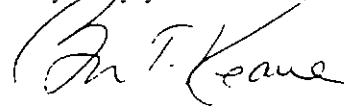
Dear Ms. Albritton:

As you are aware, our firm represents Teknology Solutions Inc. in connection with its application for merger between the New Jersey and Florida corporations. Pursuant to our telephone conference, enclosed please find our revised Articles of Merger and attachments for recording.

Please record the enclosed Articles of Merger and return the copy stamped "filed" to me in the self-addressed stamped envelope provided herewith. Our firm's check number 10505 was previously provided to you for the filing fee.

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,



BRIAN T. KEANE

RECEIVED
SEP 13 AM 7:49
SECRETARY OF STATE
TALLAHASSEE, FL
BTE:SR

cc: Richard Knapp via email
F:\FIRM\DOCS\9573\002\comm\0155403.DOC

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Teknology Solutions Inc.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Brian T. Keane, Esq.

Contact Person

Hartman & Winnicki P.C.

Firm/Company

74 Passaic Street

Address

Ridgewood, New Jersey 07450

City/State and Zip Code

bkcane@hartmanwinnicki.com

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

For further information concerning this matter, please call:

Brian T. Keane, Esq.

At (201) 967-8040

Name of Contact Person

Area Code & Daytime Telephone Number

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

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

EFFECTIVE DATE
10.1.2018

FILED
2018 SEP 13 AM 9:07
SOLICITOR GENERAL
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|--------------------------|---------------------|--|
| Teknology Solutions Inc. | Florida | P18000066081 |

Second: The name and jurisdiction of each merging corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|--------------------------|---------------------|--|
| Teknology Solutions INC. | New Jersey | 0100932186 |
| | | |
| | | |
| | | |
| | | |

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 10 / 1 / 2018 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on July 16, 2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on July 16, 2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Teknology Solutions Inc. (NJ)

Paula C. [illegible]

Richard W. Knapp

Teknology Solutions Inc. (FL)

Paul W. Long

Richard W. Knapp

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

| <u>Name</u> | <u>Jurisdiction</u> |
|--------------------------|---------------------|
| Teknology Solutions Inc. | Florida |
| _____ | _____ |

Second: The name and jurisdiction of each **merging** corporation:

| <u>Name</u> | <u>Jurisdiction</u> |
|--------------------------|---------------------|
| Teknology Solutions Inc. | New Jersey |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Third: The terms and conditions of the merger are as follows:

See attached.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT OF MERGER

This Agreement is made and executed on this 16th day of July, 2018, by and between Teknology Solutions Inc., a New Jersey corporation (hereinafter referred to as the "NJ Corporation"), with an office located at c/o Brian T. Keane, Esq., Hartman & Winnicki P.C., 74 Passaic Street, Ridgewood, New Jersey 07450, and Teknology Solutions Inc., a Florida corporation (hereinafter referred to as the "Florida Corporation"), with an office located at 19254 Jacinda Street, Venice, Florida 34293;

W I T N E S S E T H:

WHEREAS, each party to this Agreement is engaged in the business of managing electrical cable installation contracts; and

WHEREAS, the parties have determined that it would be in their mutual best interest to merge the NJ Corporation into the Florida Corporation; and

WHEREAS, the parties wish to provide the framework for the transaction thus contemplated;

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the parties agree as follows:

1. As of the Effective Date, as defined below, the NJ Corporation shall cease to exist as a separate entity, and shall

be deemed to have merged into the Florida Corporation, and hereinafter such transaction shall be referred to as the "Merger". At such time as the Merger takes place, the assets and liabilities of the NJ Corporation shall become the assets and liabilities of the Florida Corporation, the shareholders of the NJ Corporation shall become shareholders of the Florida Corporation, and all future transactions involving the parties hereto shall be governed by the laws of the State of Florida.

2. Contemporaneous with the execution of this Agreement, the NJ Corporation and the Florida Corporation shall execute the Florida Articles of Merger. This Agreement, together with the Florida Articles of Merger, shall be held at the principal place of business of the Florida Corporation.

3. The "Effective Date" as used herein shall mean the date upon which the Articles of Merger are filed in the office of the Secretary of State of the State of Florida.

4. Each party to this Agreement hereby represents, covenants, and warrants to the other as follows:

(a) The books and records of the NJ Corporation, including the tax returns for the prior tax years, as represented to the parties hereof are true and accurate representations of the financial condition of the NJ Corporation.

(b) There are no defects in the real property and personal

property of the NJ Corporation that would not be readily ascertainable by an inspection of such property.

(c) The NJ Corporation has good and marketable title to all of its real property (if any) and personal property, which property is shown on the balance sheet or other financial records of the NJ Corporation.

(d) There is no pending or threatened litigation or claims of any kind against the NJ Corporation.

(e) The NJ Corporation has not received any notice that it, its premises, or any of its shareholders are in violation of any law, ordinance, rule, regulation, order, decree or prohibition imposed by any applicable governmental, quasi-governmental, administrative, regulatory or professional body.

(f) The parties have fully disclosed all material information on which each other party could reasonably be expected to rely in connection with the Merger, or which would have a material impact on the Merger.

5. The representations, covenants and warranties contained in this Agreement shall not merge in any other document executed in connection with the Merger, but shall survive and continue in full force and affect.

6. Prior to the Effective Date, each party to this Agreement agrees to operate its business in substantially the same manner as heretofore. Specifically, each party:

(a) Shall maintain all of its property, both real and personal, in substantially the same condition, normal wear and tear accepted.

(b) Shall keep in full force and affect all current insurance policies.

(c) Shall not declare or make any distributions to shareholders in the way of bonuses, draws, redemptions or payments of any kind, except for the payment of regular salaries heretofore paid to persons who are employees, (if any).

(d) Shall not enter into any contract or commitment, nor agree to incur any liability, other than in the ordinary course of business, unless agreed to among all of the parties to this Agreement.

(e) Shall not create, assume, or permit any mortgage, pledge or other lien or encumbrance of any kind upon its property, unless in the ordinary course of business and as agreed to among all of the parties to this Agreement.

(f) Shall not sell, transfer, assign, lease or otherwise dispose of any property or equipment.

(g) Shall not change its capital structure by adding to or subtracting from any capital, drawing or expense account.

(h) Shall not admit any new shareholders.

(i) Shall not do or suffer any act that could reasonably be expected to have a material impact on the parties to this Agreement or the Merger.

7. The parties shall perform such additional acts and execute

and deliver such additional documents as may be reasonably required to carry out the provisions, intent and purpose of this Merger.

8. This Agreement shall be binding upon all of the parties hereto and their respective legal representatives, executors, heirs, successors and assigns.

10. The signatories to this Agreement have authority to execute this Agreement on behalf of their respective entities.

11. This Agreement shall be construed in accordance with the applicable laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement
as of the date first set forth above.

Teknology Solutions Inc.,
A New Jersey Corporation

By: 

RICHARD KNAPP, SOLE SHAREHOLDER

Teknology Solutions Inc.,
A Florida Corporation

By: 

RICHARD KNAPP, SOLE SHAREHOLDER

P:\FIRMDocs\9573\004\COMM\PO154167.DOCX

RESTATED
ARTICLES OF INCORPORATION
TEKNOLOGY SOLUTIONS INC.

ARTICLE I.

Name. The name of the corporation shall be Teknology Solutions Inc.

ARTICLE II.

Principal Office. The principal street address shall be 19254 Jacinda Street, Venice, Florida 34293.

ARTICLE III.

Purpose. The purpose of this Company is to manage electrical cable installation contracts.

ARTICLE IV.

Shares. The number of shares of stock is one-hundred (100) shares.

ARTICLE V.

Initial Officers and/or Directors. The name and title of the initial officer is Richard Knapp, President, with a mailing address of 19254 Jacinda Street, Venice, Florida 34293.

ARTICLE VI.

Registered Agent. The name of the registered agent is Richard Knapp, with a mailing address of 19254 Jacinda Street, Venice, Florida 34293.

ARTICLE VII.

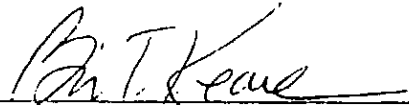
Incorporator. The name of the incorporator is Brian T. Keane, Esq., with a mailing address of 74 Passaic Street, Ridgewood, New Jersey 07450.

ARTICLE VIII.

EFFECTIVE DATE. The effective date of this filing is July 16, 2018.

TEKNOLOGY SOLUTIONS INC.

BY:


Brian T. Keane, Esq.
Incorporator