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REC'D 11/30/15
T. LEWIS
[Signature]

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 889208 7911022

AUTHORIZATION :

Lyndee

COST LIMIT : \$78.75

ORDER DATE : November 30, 2015

ORDER TIME : 3:36 PM

ORDER NO. : 889208-005

CUSTOMER NO: 7911022

ARTICLES OF MERGER

OERLIKON USA INC.

INTO

OERLIKON MANAGEMENT USA INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Oerlikon Management USA 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:

Ms. Renee Nauyokas

Contact Person

Oerlikon Management USA Inc.

Firm/Company

5700 Mellon Road

Address

Export, PA 15632

City/State and Zip Code

renee.nauyokas@oerlikon.com

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

For further information concerning this matter, please call:

Renee Nauyokas

Name of Contact Person

At (724)

325-6528

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

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)
Oerlikon Management USA Inc.	Pennsylvania	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Oerlikon USA Inc.	Florida	P94000023490

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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 11/30/15 / (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 11/30/15.

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 11/30/15.

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)

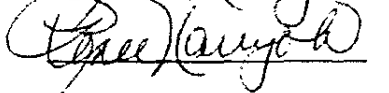
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Oerlikon USA Inc.

Renee Nauyokas, Chief Financial Officer

Oerlikon Management USA Inc

Renee Nauyokas, Chief Financial Officer

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
Oerlikon USA Holding Inc.	Delaware

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
Oerlikon USA Inc.	Florida
Oerlikon Management USA Inc.	Pennsylvania

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent 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, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Shares of Oerlikon USA Inc. are canceled and shares of Oerlikon Management USA Inc. remain outstanding with no change.

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

See attached Plan.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan" or Merger Agreement") is adopted and is intended to be effective on and as of November 30, 2015, by and between Oerlikon Management USA Inc., a Pennsylvania corporation (the "Corporation"), and Oerlikon USA Inc., a Florida corporation (the "USA").

RECITALS

WHEREAS, each of the Corporation and USA is a wholly-owned subsidiary of Oerlikon USA Holding Inc., a Delaware corporation ("Parent"); and

WHEREAS, the Board of Directors of each of the Parent, USA and the Corporation deem it advisable and to the advantage and welfare of all of those entities that USA merge with and into the Corporation under and pursuant to the provisions of the Florida and Pennsylvania corporation statutes, including s applicable, Section 607.1104 of the Florida Business Corporation Act ("FBCA") and Section 1921 of the Pennsylvania Business Corporation Law ("PBCL").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated into this Agreement as if fully set forth herein, and of the mutual agreements herein contained, and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER**. USA shall be and it hereby is merged into the Corporation.
2. **EFFECTIVE DATE**. This Merger Agreement shall become effective immediately upon the later of November 30, 2015 or the date of compliance with the laws of the State of Florida and the Commonwealth of Pennsylvania, the time of such effectiveness being hereinafter called the "Effective Date".
3. **SURVIVING CORPORATION**. The Corporation shall survive the merger herein contemplated and shall continue to be governed by the laws of the Commonwealth of Pennsylvania, and the separate corporate existence of USA shall cease forthwith upon the Effective Date.
4. **AUTHORIZED CAPITAL**. The authorized capital stock of the Corporation following the Effective Date shall be and remain unchanged until such time as the same shall be changed in accordance with the laws of the Commonwealth of Pennsylvania.
5. **CERTIFICATE OF INCORPORATION**. The Certificate of Incorporation of the Corporation filed with the Secretary of State of the Commonwealth of Pennsylvania, as heretofore amended, shall be and remain the Certificate of Incorporation of the Corporation following the Effective Date, unless and until the same shall be amended or repealed in accordance with the laws of the Commonwealth of Pennsylvania. Such Certificate of Incorporation shall constitute the

Certificate of Incorporation of the Corporation, separate and apart from this Merger Agreement and may be separately certified as the Certificate of Incorporation of the Corporation.

6. **BYLAWS.** The bylaws of the Corporation, as amended, as they exist on the Effective Date, shall be and remain the bylaws of the Corporation following the Effective Date, and will continue in full force and effect unless and until the same shall be changed, altered, amended or repealed in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

7. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of the Corporation immediately after the Effective Date shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Corporation immediately prior to the Effective Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the bylaws, or until their death, resignation or removal, or until their respective successors are elected and qualified.

8. **FURTHER ASSURANCE OF TITLE.** If, at any time, the Corporation shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Corporation any right, title, or interest of USA held immediately prior to the Effective Date, USA and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in USA or the Corporation as shall be necessary to carry out the purposes of this Merger Agreement, and the Corporation and the proper officers and directors thereof are fully authorized to take any and all such action in the name of USA or otherwise.

9. **OUTSTANDING CAPITAL STOCK OF THE CORPORATION.** The number of issued and outstanding shares of the Corporation's capital stock shall remain unaffected by this Merger Agreement.

10. **SURRENDER AND CANCELLATION OF OUTSTANDING CAPITAL STOCK OF USA.** Forthwith upon the Effective Date, all of the issued and outstanding shares of capital stock of USA, including without limitation all issued and outstanding shares of common stock, and all rights in respect thereof, shall be cancelled. The sole holder of any and all certificates therefor, being the Parent, shall be required immediately to surrender the same to be cancelled.

11. **RIGHTS AND LIABILITIES OF THE CORPORATION.** At and after the Effective Date, the Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to USA of whatever account shall be vested in the Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of the Corporation as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in USA shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Corporation; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at

the Effective Date; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and the Corporation shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

12. **BOOK ENTRIES.** As of the Effective Date, and unless otherwise necessary or appropriate under applicable law or generally accepted accounting principles, entries shall be made upon the books of the Corporation as follows:

(a) the assets and liabilities of USA shall be recorded at the amounts at which they are carried on the books of USA immediately prior to the Effective Date; and

(b) there shall be credited to the earned surplus account of the Corporation an amount equal to that carried on the earned surplus account, if any, of USA immediately prior to the Effective Date.

13. **SERVICE OF PROCESS.** The Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of USA as well as for the enforcement of any obligation of the Corporation arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of the FBCA, if applicable.

14. **TERMINATION.** This Merger Agreement may be terminated and abandoned by action of the Board of Directors of USA or the Corporation at any time prior to the filing of a Certificate or Articles of Merger of the parties hereto with both the Department of State of the State of Florida and of the Commonwealth of Pennsylvania, or prior to the Effective Date, whether before or after approval by the Parent.

15. **SUBMISSION TO PARENT AS SOLE SHAREHOLDER.** The Merger Agreement herein made and adopted shall be or has been submitted to the Parent as the sole shareholder of both USA and the Corporation for its adoption or rejection in the manner prescribed by the provisions of the PBCL and FBCA. In the event that the Merger Agreement shall have been adopted by the Parent as the sole shareholder entitled to vote of both USA and the Corporation in the manner prescribed by the FBCA and PBCL, then each of USA and the Corporation hereby stipulate and agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and the Commonwealth of Pennsylvania, and that they will do and cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

[Signatures are on following page]

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Merger Agreement to be executed by an authorized officer as of the date first written above.

OERLIKON USA INC.,
a Florida corporation

By: 
Name: Renee Nauyokas
Title: Chief Financial Officer

OERLIKON MANAGEMENT USA INC.,
a Pennsylvania corporation

By: 
Name: Renee Nauyokas
Title: Chief Financial Officer