

Document Number Only

993000004079

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

Product Technology Inc. (Fla.)

into

Product Technology Inc. (Ga.)

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merger

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Annual Report

☐ Reservation

☐ Other UCC Filing

☐ Change of R.A.

☐ Fic. Name

☐ Certified Copy

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☐ Call When Ready

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☐ Call if Problem

☐ After 4:30

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Name

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Verifier

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W.P. Verifier

PLEASE RETURN EXTRA COPIES  
FILE STAMPED

1-9-97  
N. HENDRICKS JAN 21 1997

CR2E031 (1-89)



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

RECEIVED

97 JAN 17 PM 12:57

DIVISION OF CORPORATION

January 8, 1997

**CT CORPORATION SYSTEM**

**TALLAHASSEE, FL**

**SUBJECT: PRODUCT TECHNOLOGIES INC.**  
**Ref. Number: P93000004079**

We have received your document for **PRODUCT TECHNOLOGIES INC.** and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please submit a copy of the Plan of Merger along with the Articles of Merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6903.

To: Nancy Hendricks  
Corporate Specialist

Letter Number: 197A00000885

WALK-IN PICKUP  
1-17-97 3:00

Please file with  
Today's Date.

For CT

**ARTICLES OF MERGER  
Merger Sheet**

-----  
**MERGING:**

**PRODUCT TECHNOLOGIES INC., A FLORIDA CORPORATION,  
P93000004079.**

**INTO**

**PRODUCT TECHNOLOGIES INC., a Connecticut corporation not qualified in  
Florida.**

**File date: January 17, 1997**

**Corporate Specialist: Nancy Hendricks**

**CERTIFICATE OF MERGER  
OF  
PRODUCT TECHNOLOGIES INC. (Florida)  
INTO  
PRODUCT TECHNOLOGIES INC. (Connecticut)**

97 FILED  
JAN 17 AM 10:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Connecticut General Statutes, the undersigned President and Secretary of Product Technologies Inc., a Florida corporation, and the undersigned President and Secretary of Product Technologies Inc., a Connecticut corporation, hereby certify:

**FIRST:** That the name of the constituent corporations are Product Technologies Inc., a Florida corporation ("Product Technologies Inc. (Florida)"), and Product Technologies Inc., a Connecticut corporation ("Product Technologies Inc. (Connecticut)"), and that the name of the surviving corporation is Product Technologies Inc., a Connecticut corporation.

**SECOND:** That the Agreement and Plan of Merger by and between Product Technologies Inc. (Florida) and Product Technologies Inc. (Connecticut) (the "Plan") was approved and adopted by the Board of Directors of Product Technologies Inc. (Florida) in accordance with the laws of the State of Florida and by the Board of Directors of Product Technologies Inc. (Connecticut) in accordance with the laws of the State of Connecticut. The Plan as so approved and adopted is on file at the principal office of


Product Technologies Inc. (Connecticut), which is located at 169 Main Street, Middletown, Connecticut 06457, and its Secretary shall furnish a copy of the Plan, on request and without cost, to any shareholder of Product Technologies Inc. (Florida) or Product Technologies Inc. (Connecticut). The Plan provides that the effective time of the merger shall be the close of business on December 31, 1996, if this Certificate is filed with the Secretary of the State prior to such time, or upon the filing of this Certificate with the Secretary of the State if it is filed after such time.

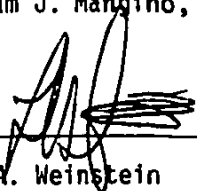
THIRD: That the Plan was required to be approved by the shareholders of Product Technologies Inc. (Florida) by the vote of at least a majority of all outstanding shares of each class of securities of such corporation entitled to vote thereon, and that all the shareholders of Product Technologies Inc. (Florida) so approved the Plan by unanimous written consent.

FOURTH: That the Plan was required to be approved by the shareholders of Product Technologies Inc. (Connecticut) by the vote of at least two-thirds of all shares of each class of securities of such corporation entitled to vote thereon, and that all the shareholders of Product Technologies Inc. (Connecticut) so approved the Plan by unanimous written consent.


IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of false statement, this 23rd day of December, 1996.


PRODUCT TECHNOLOGIES INC. (Florida)

BY:   
William J. Mangino, Jr. , Its President

BY:   
Luke A. Weinstein , Its Secretary

PRODUCT TECHNOLOGIES INC. (Connecticut)

BY:   
William J. Mangino, Jr. , Its President

BY:   
Luke A. Weinstein , Its Secretary

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER is made and entered into as of the 6th day of January, 1997, by and between Product Technologies Inc. (Florida), a Florida corporation, and Product Technologies Inc. (Connecticut), a Connecticut corporation.

WHEREAS, the authorized capital stock of Product Technologies Inc. (Florida) consists of 10,000 shares of common stock, no par value, of which 2,345 shares were issued and outstanding as of the 6th day of January, 1997; and

WHEREAS, the authorized capital stock of Product Technologies Inc. (Connecticut) consists of 50,000 shares of common stock, no par value, of which no shares were issued and outstanding as of the 6th day of January, 1997; and

WHEREAS, the respective Boards of Directors of Product Technologies Inc. (Florida) and Product Technologies Inc. (Connecticut) have deemed it advisable and to the advantage of the two corporations that Product Technologies Inc. (Florida) merge into Product Technologies Inc. (Connecticut) upon the terms and conditions herein provided; and

WHEREAS, Product Technologies Inc. (Florida) and Product Technologies Inc. (Connecticut) intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors of Product Technologies Inc. (Florida) and Product Technologies Inc. (Connecticut) have approved this Agreement and Plan of Merger and have directed that this Agreement and Plan of Merger be submitted to a vote of the shareholders of said corporations, respectively;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Product Technologies Inc. (Florida) and Product Technologies Inc. (Connecticut) hereby agree to merge in accordance with the following plan:

1. **Merger.** Product Technologies Inc. (Florida) shall be merged with and into Product Technologies Inc. (Connecticut), and Product Technologies Inc. (Connecticut) shall survive the merger, all as, and with the effect, provided by the Business Corporation Law, the General Statutes of the State of Connecticut, and this Agreement and Plan of Merger. As

soon as practicable after the shareholders of each of said corporations shall approve this Agreement and plan of Merger, (a) an appropriate Certificate of Merger shall be signed, verified and delivered for filing with the Secretary of the State of Connecticut, and (b) an appropriate Certificate of Merger shall be signed, verified and delivered for filing with the Secretary of the State of Florida. The Agreement and Plan of Merger shall become effective for purposes of Florida and Connecticut law, respectively, at the close of business on January 6, 1997 if the Certificate of Merger in such state shall be filed prior to January 6, 1997 or at the date and time of the completion of the filing of the Certificate of Merger in such state if such filing occurs after January 6, 1997 (hereinafter referred to as the "Effective Time").

2. Directors and Officers and Governing Documents. The directors and officers of Product Technologies Inc. (Connecticut) shall be the same upon the Effective Time as they are for Product Technologies Inc. (Connecticut) immediately prior thereto. The Certificate of Incorporation of Product Technologies Inc. (Connecticut) shall continue to be the Certificate of Incorporation of Product Technologies Inc. (Connecticut) as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

The by-laws of Product Technologies Inc. (Connecticut), as in effect at the Effective Time, shall continue to be the by-laws of Product Technologies Inc. (Connecticut) as the surviving corporation, without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Rights and Liabilities of Product Technologies Inc. (Connecticut). At and after the Effective Time, Product Technologies Inc. (Connecticut) shall possess all the rights, privileges, immunities and franchises, as well as of a public and private nature of each of the merging corporations; and property, real, personal and mixed, and all debts due Product Technologies Inc. (Florida) on whatever account, and all other choses in action, and all and every other interest, of or belong to or due to each of the corporations so merged, shall be taken and transferred to and vested in Product Technologies Inc. (Connecticut) without further act or deed; and the title to any real estate, or any interest therein, vested in either of such corporations, shall not prevent or be in any way impaired by reason of the merger.

4. Further Assurances. From time to time, as and when required by Product Technologies Inc. (Connecticut), there shall be executed and delivered on behalf of Product Technologies Inc. (Florida) such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Product Technologies Inc.



(Connecticut) the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Product Technologies Inc. (Florida), and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of Product Technologies Inc. (Connecticut) are fully authorized in the name and on behalf of Product Technologies Inc. (Florida) or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Stock of Product Technologies Inc. (Florida). Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of Common Stock of Product Technologies Inc. (Florida) outstanding immediately prior thereto shall be changed and converted into ten shares of Common Stock of Product Technologies Inc. (Connecticut).

6. Stock of Product Technologies Inc. (Connecticut). Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of Common Stock of Product Technologies Inc. (Connecticut) outstanding immediately prior thereto shall retain the status of an authorized and unissued share of Common Stock of Product Technologies Inc. (Connecticut).

7. Stock Certificates. At and after the Effective Time, each holder of an outstanding certificate theretofore representing shares of Common Stock of Product Technologies Inc. (Florida) (a "Certificate") shall surrender the Certificate to Product Technologies Inc. (Connecticut) and shall receive in exchange therefor a certificate representing the number of shares of Common Stock of Product Technologies Inc. (Connecticut) into which such shares theretofore represented by the Certificate shall have been converted as provided by Section 5 of this Agreement and Plan of Merger. Until so surrendered and exchanged, each Certificate, upon and after the Effective Time, shall be deemed for all purposes, other than the payment of dividends or other distributions, if any, to shareholders, to represent the number of shares of Common Stock of Product Technologies Inc. (Connecticut) into which the shares of Common Stock of Product Technologies Inc. (Florida) represented by the Certificate have been converted, as hereinabove provided. Until Certificates shall be surrendered and exchanged for certificates for shares of Common Stock of Product Technologies Inc. (Connecticut), no dividend or other distributions, if any, payable to holders of record of the Common Stock of Product Technologies Inc. (Florida) as of any date subsequent to the Effective Time shall be paid to the holders of such outstanding Certificates, but upon surrender and exchange of such outstanding Certificates, there shall be paid to the record holders of the certificates issued in exchange therefor, the amount, without interest thereon, of dividends and other distributions,

if any, which theretofore have become payable with respect to the number of shares of Common Stock of Product Technologies Inc. (Connecticut) represented thereby.

8. Employee Benefit Plans. As of the Effective Time, Product Technologies Inc. (Connecticut) shall assume all obligations of Product Technologies Inc. (Florida) under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Time, entries shall be made upon the books of Product Technologies Inc. (Connecticut) in respect of this Agreement and Plan of Merger in accordance with the following:

(a) The assets and liabilities of Product Technologies Inc. (Florida) immediately prior to the Effective Time shall be recorded on the books of Product Technologies Inc. (Connecticut) at the same amounts at which they were carried on the books of Product Technologies Inc. (Florida) immediately prior to the Effective Time.

(b) There shall be credited as stated capital in respect of the Common Stock of Product Technologies Inc. (Connecticut) the aggregate amount of the par value of all shares of Common Stock of Product Technologies Inc. (Connecticut) issued as a result of the conversion of the outstanding shares of Common Stock of Product Technologies Inc. (Florida) into shares of Common Stock, of Product Technologies Inc. (Connecticut) pursuant to this Agreement and Plan of Merger.

(c) There shall be credited as surplus in respect of the capital account of Product Technologies Inc. (Connecticut) the excess of (i) the amount of the capital of Product Technologies Inc. (Florida) in respect of the common Stock of Product Technologies Inc. (Florida), plus the amount carried in the Capital Surplus account of Product Technologies Inc. (Florida) immediately prior to the Effective Time over (ii) the amount credited as stated capital in respect of the Common Stock of Product Technologies Inc. (Florida), pursuant to paragraphs (b) and (c) of this Section 9.

(d) There shall be credited as surplus in respect of retained earnings of Product Technologies Inc. (Florida) the aggregate of the amount carried in the Retained Earnings account of Product Technologies Inc. (Florida) immediately prior to the Effective Time.

10. Right to Receive Payment for Shares. Product Technologies Inc. (Connecticut) will promptly pay to the holders of Common Shares of Product Technologies Inc. (Florida) who do not vote in favor of adoption of this Agreement and Plan of Merger, the amount, if any, to which such holders shall be entitled under the provisions of the Florida Business Corporation Law relating to the right of shareholders to receive payment for their shares, subject to such holders' compliance with such provisions.

11. Appointment of Agent. Product Technologies Inc. (Connecticut) hereby consents to service of process in the State of Florida in any action or special proceeding for the enforcement of any liability or obligation of Product Technologies Inc. (Florida) and for the enforcement of the right of holders of Common Stock of Product Technologies Inc. (Florida) to receive payment for the shares owned by such holders, and hereby irrevocably appoints the Secretary of the State of Florida as its agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation. The address to which a copy of such process shall be mailed by the Secretary of the State to Product Technologies Inc. (Connecticut) is: 700 Plaza Middlesex, 169 Main Street, Middletown, CT 06457-3474, Attention: Secretary.

12. Amendment. At any time before or after approval and adoption by the shareholders of Product Technologies Inc. (Florida) and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner (except that Section 5 may not be amended without the approval of the shareholders of Product Technologies Inc. (Florida)) as may be determined in the judgment of the respective Boards of Directors of Product Technologies Inc. (Connecticut) and Product Technologies Inc. (Florida) to be necessary, desirable or expedient; provided, however, that, after approval of the shareholders of Product Technologies Inc. (Florida), such amendment may not materially and adversely affect the rights and interests of the shareholders of Product Technologies Inc. (Florida).

13. Abandonment. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the board of Directors of either Product Technologies Inc. (Connecticut) or Product Technologies Inc. (Florida) or both, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of Product Technologies Inc. (Connecticut), or by the shareholders of Product Technologies Inc. (Florida), or both.

14. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.


IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority granted by the Boards of Directors of Product Technologies Inc. (Connecticut) and Product Technologies Inc. (Florida), has caused this Agreement and Plan of Merger to be executed by its President and attested to by its Secretary and its corporate seal to be affixed hereto, as of the date first above written.

**Product Technologies Inc. (Connecticut)**

[seal]

BY:   
William J. Mangino, Jr. President

ATTEST:


  
Luke A. Weinstein Secretary

**Product Technologies Inc. (Florida)**

[seal]

BY:   
William J. Mangino, Jr. President

ATTEST:

  
Luke A. Weinstein Secretary