

P950000 10/65

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

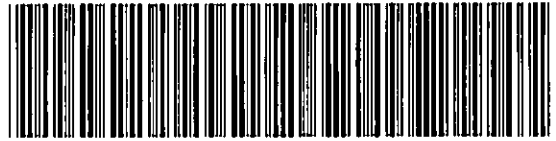
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

off 10/31

Office Use Only



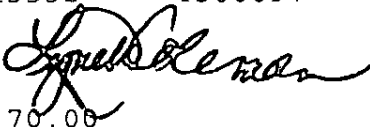
900319013759

Merger/ NC

R. WHITE
SEP 27 2003

16 SEP 25 PM 4:06

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

ACCOUNT NO. : I20000000195
REFERENCE : 413332 4300097
AUTHORIZATION : 
COST LIMIT : \$ 70.00

ORDER DATE : September 26, 2018

ORDER TIME : 1:13 PM

ORDER NO. : 413332-005

CUSTOMER NO: 4300097

ARTICLES OF MERGER

ANTON PAAR QUANTATEC INC.

INTO

QUANTACHROME CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY

XX _____ PLAIN STAMPED COPY

PLEASE CALL ME IF ADDITIONAL FUNDS ARE NEEDED

CONTACT PERSON: Roxanne Turner EXT 62969

EXAMINER'S INITIALS: _____

FILED

2018 SEP 26 AM 6:07

ARTICLES OF MERGER

(Profit Corporations)

SECRETARY OF STATE
TALLAHASSEE, FL

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:

Quantachrome Corporation, a Florida corporation (Note - Pursuant to the Plan of Merger the surviving corporation's name will be changed to "Anton Paar QuantaTec Inc.")

Second: The name and jurisdiction of each merging corporation:

Quantachrome Corporation (to be re-named as "Anton Paar QuantaTec Inc." in the merger, a Florida corporation (Survivor and subsidiary corporation)

Anton Paar QuantaTec Inc., a Florida corporation (merged company and parent corporation)

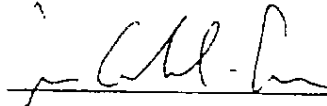
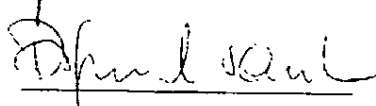
Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the later of: (i) the date of filing of these Articles of Merger with the Florida Department of State or (ii) October 31, 2018.

Fifth: Adoption of Merger by surviving corporation. The Plan of Merger was adopted by the sole shareholder of the surviving corporation on September 24, 2018.

Sixth: Adoption of Merger by merging corporation. The Plan of Merger was adopted by the sole shareholder of the merging corporation on September 24, 2018.

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual: Title
Quantachrome Corporation		Georg Cortolezis-Supp President
Anton Paar QuantaTec Inc.		Friedrich Santner President

AGREEMENT AND PLAN OF MERGER

OF

ANTON PAAR QUANTATEC INC., A FLORIDA CORPORATION

AND

QUANTACHROME CORPORATION, A FLORIDA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of September 24, 2018, made and entered into by and between Anton Paar QuantaTec Inc., a Florida corporation ("QUANTATEC"), and Quantachrome Corporation, a Florida corporation ("QUANTACHROME"), which corporations are sometimes referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, QUANTATEC is a corporation organized and existing under the laws of the State of Florida, having been incorporated on December 20, 2017 under the laws of the State of Florida under the Florida Business Corporation Act (the "FBCA"); and

WHEREAS, QUANTACHROME is a wholly-owned subsidiary corporation of QUANTATEC, having been incorporated under the laws of the State of Florida under the FBCA on February 7, 1995; and

WHEREAS, the respective Boards of Directors of QUANTATEC and QUANTACHROME have determined that it is desirable to merge QUANTATEC with and into QUANTACHROME and that QUANTACHROME shall be the surviving corporation (the "Merger") in compliance with Section 607.1104 of the FBCA; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, QUANTATEC and QUANTACHROME hereto agree as follows:

ARTICLE I - MERGER

1.1 On the effective date of the Merger (the "Effective Date"), as provided herein, QUANTATEC shall be merged with and into QUANTACHROME, the separate existence of QUANTATEC shall cease and QUANTACHROME (hereinafter sometimes referred to as the "Surviving Corporation") shall continue to exist under the name of "Anton Paar QuantaTec, Inc." by virtue of, and shall be governed by, the laws of the State of Florida. The address of the registered office of the Surviving Corporation in the State of Florida will be 1900 Corporate Drive, Boynton Beach, Florida 33426.

ARTICLE II
ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

2.1 The name of the Surviving Corporation shall be "Anton Paar QuantaTec, Inc." The Articles of Incorporation of the Surviving Corporation, shall be the Articles of Incorporation of QUANTACHROME (the "QUANTACHROME charter") without change, other than the amendment to the name of the Surviving Corporation as provided in Annex A, unless and until amended in accordance with Article VII of this Agreement or otherwise amended in accordance with applicable law.

ARTICLE III
BYLAWS OF THE SURVIVING CORPORATION

3.1 The Bylaws of the Surviving Corporation, as in effect on the date hereof shall be the Bylaws of QUANTACHROME (the "QUANTACHROME Bylaws") without change, unless and until amended in accordance with Article VII of this Agreement or otherwise amended in accordance with applicable law.

ARTICLE IV
EFFECT OF MERGER ON STOCK OF CONSTITUENT CORPORATIONS

4.1 On the Effective Date, (i) each outstanding share of Common Stock of QUANTATEC, par value \$0.01 per share (the "QUANTATEC Common Stock") shall be converted into one (1) share of common stock, common stock, without par value, of QUANTACHROME (the "QUANTACHROME Common Stock"), and (ii) each outstanding share of QUANTACHROME Common Stock held by QUANTATEC shall be retired and canceled.

4.2 After the Effective Date, certificates representing shares of QUANTATEC Common Stock will represent shares of QUANTACHROME Common Stock and upon surrender of the same to the transfer agent for QUANTATEC, who also shall serve as the transfer agent for QUANTACHROME, the holder thereof shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of QUANTACHROME Common Stock into which such shares of QUANTATEC Common Stock shall have been converted pursuant to Article 4.1.

ARTICLE V
CORPORATE EXISTENCE, POWERS AND LIABILITIES OF THE SURVIVING CORPORATION

5.1 On the Effective Date, the separate existence of QUANTATEC shall cease. QUANTATEC shall be merged with and into QUANTACHROME, the Surviving Corporation, in accordance with the provisions of this Agreement. Thereafter, QUANTACHROME shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; all singular rights, privileges, powers and franchises of QUANTATEC and QUANTACHROME, and all property, real, personal and mixed and all debts due to each of

them on whatever account, shall be vested in QUANTACHROME; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of QUANTACHROME, the Surviving Corporation, as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise, vested in QUANTATEC and QUANTACHROME, or either of them, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon the property of the parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of QUANTATEC shall thenceforth attach to QUANTACHROME, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

5.2 QUANTATEC agrees that it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, immunities, powers, purposes and franchises, and all and every other interest of QUANTATEC and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VI OFFICERS AND DIRECTORS OF SURVIVING CORPORATION

6.1 Upon the Effective Date, the officers and directors of QUANTACHROME shall continue as the officers and directors of the Surviving Corporation, and such persons shall hold office in accordance with the QUANTACHROME Bylaws until their respective successors shall have been appointed or elected.

6.2 If upon the Effective Date, a vacancy shall exist in the Board of Directors of the Surviving Corporation, such vacancy shall be filled in the manner provided by the QUANTACHROME Bylaws.

ARTICLE VII APPROVAL BY SHAREHOLDERS, EFFECTIVE DATE, CONDUCT OF BUSINESS PRIOR TO EFFECTIVE DATE

7.1 Promptly after the approval of this Agreement by the sole shareholder of QUANTATEC and the sole shareholder of QUANTACHROME, the respective Boards of Directors of QUANTATEC and QUANTACHROME will cause their duly authorized officers to make and execute Articles of Merger or other applicable certificates or documentation effecting this Agreement and shall cause the same to be filed with the Secretary of State of Florida in accordance with the FBCA. The Effective Date, as specified in the Articles of Merger, shall be the later of (i) the date of the filing of the Articles of Merger with the State of Florida or (ii) October 31, 2018.

7.2 The Boards of Directors of QUANTATEC and QUANTACHROME may amend this Agreement and the QUANTACHROME Charter or QUANTACHROME Bylaws at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of the Merger by the shareholders of QUANTATEC may not (i) change the amount or kind of shares to

be received in exchange for or on conversion of the shares of the QUANTATEC Common Stock or (ii) alter or change any of the terms and conditions of this Agreement or the QUANTACHROME Charter or QUANTACHROME Bylaws if such change would adversely affect the sole holder of the QUANTATEC Common Stock.

ARTICLE VIII TERMINATION OF MERGER

8.1 This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date, whether before or after shareholder approval of this Agreement, by the consent of the Board of Directors of QUANTATEC and QUANTACHROME.

ARTICLE IX MISCELLANEOUS

9.1 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its principles of conflicts of law.

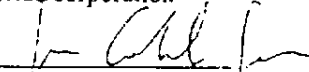
9.2 EXPENSES. If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, QUANTATEC shall pay all expenses incurred in connection with all the proceedings taken in respect of this Merger Agreement or relating thereto.

9.3 AGREEMENT. An executed copy of this Merger Agreement will be on file at the principal place of business of the Surviving Corporation and, upon request and without cost, a copy thereof will be furnished to any shareholder.

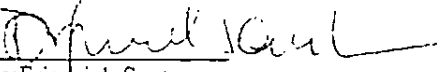
9.4 COUNTERPARTS. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

QUANTACHROME CORPORATION,
a Florida corporation

By: 
Name: Georg Cortolezis-Supp
Title: President

ANTON PAAR QUANTATEC INC.,
a Florida corporation

By: 
Name: Friedrich Santner
Title: President

Annex A

**Amendment to the Articles of Incorporation of
the Surviving (subsidiary) Corporation**

Article FIRST of the Articles of Incorporation of Quantachrome Corporation is hereby amended to read in its entirety as follows:

"FIRST: The corporate name for the corporation (hereinafter called the "corporation") is ANTON PAAR QUANTATEC INC."

No other changes to the Articles of Incorporation of the Surviving Corporation (subsidiary) are made pursuant to this Plan of Merger.