

P96000046247

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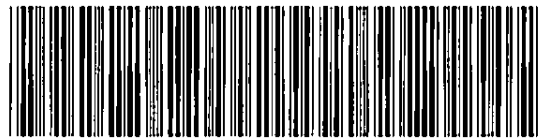
(Business Entity Name)

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DATE: 8/30/17

NAME: WHERETEC, INC

TYPE OF FILING: MERGER

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AUTHORIZATION: ABBIE/PAUL HODGE

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2017 AUG 30 PM 4:28

ARTICLES OF MERGER
FOR
FURNACE MINERAL PRODUCTS USA, INC.
(a Delaware corporation)
INTO
WHERTEC, INC.
(a Florida corporation)

2017 AUG 30 PM 4:20
RECEIVED
CLERK OF COURT
JUDICIAL CIRCUIT IN AND FOR
THE SEVENTH JUDICIAL CIRCUIT
IN FLORIDA

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 is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Whertec, Inc.	Florida	P96000046247

SECOND: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Furnace Mineral Products USA, Inc.	Delaware	N/A

THIRD: The Agreement and Plan of Merger is attached.

FOURTH: The merger shall become effective as of 11:59 p.m. on August 31, 2017.

FIFTH: The Agreement and Plan of Merger was adopted by the Board of Directors of the surviving corporation on August 29, 2017 and shareholder approval was not required.

SIXTH: The Agreement and Plan of Merger was adopted by the Board of Directors of the merging corporation on August 29, 2017 and shareholder approval was not required.

Dated is 29th day of August, 2017.

**FURNACE MINERAL PRODUCTS
USA, INC.,** a Delaware corporation

WHERTEC, INC.
a Florida corporation

By: [Signature]
Name: JOHN D KIRKWOOD
Title: PRESIDENT

By: _____
Name: _____
Title: _____

ARTICLES OF MERGER
FOR
FURNACE MINERAL PRODUCTS USA, INC.
(a Delaware corporation)
INTO
WHERTEC, INC.
(a Florida corporation)

2017 AUG 30 PM 4:26

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<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
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SECOND: The name and jurisdiction of each merging corporation is:

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Furnace Mineral Products USA, Inc.	Delaware	N/A

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Dated is 29th day of August, 2017.

**FURNACE MINERAL PRODUCTS
USA, INC.,** a Delaware corporation

WHERTEC, INC.
a Florida corporation

By: _____

Name: _____

Title: _____

By: [Signature]

Name: Edwin R. Strawn

Title: Treasurer

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of August 29, 2017 by and between Whertec, Inc., a Florida corporation ("**Whertec**"), and Furnace Mineral Products USA, Inc., a Delaware corporation ("**FMP**").

WHEREAS, the Boards of Directors of Whertec and the Board of Directors of FMP have approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

WHEREAS, FMP is a wholly owned subsidiary of Whertec; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, FMP, in accordance with the Delaware General Corporation Law (the "**DGCL**") and the Florida Business Corporation Act (the "**FBCA**"), will merge with and into Whertec, with Whertec as the surviving corporation (the "**Merger**"); and

WHEREAS, for United States federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger**. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 253 of the DGCL and Section 1108 of the FBCA, FMP shall be merged with and into Whertec at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of FMP shall cease, and Whertec shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement, the DGCL, and the FBCA.

2. **Effective Time**.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "**Certificate of Merger**") complying with Section 253 of the DGCL with the Secretary of State of the State of Delaware and Section 1104 of the FBCA with the Secretary of State of the State of Florida with respect to the Merger. The Merger shall become effective upon the filing of the Certificate of Merger (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the DGCL and the FBCA, including without limitation, Section 259 of the DGCL and Section 1106 of the FBCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of FMP shall vest in Whertec, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of FMP shall become the debts, liabilities, obligations and duties of Whertec, as the Surviving Corporation.

3. **Organizational Documents**. The bylaws of Whertec in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL

and the FBCA, and the certificate of incorporation of Whertec in effect at the Effective Time, as amended pursuant to the Certificate of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL and the FBCA.

4. Directors and Officers. The directors and officers of Whertec immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Whertec or FMP or the holders of shares of capital stock of FMP:

(a) each share of FMP Common Stock will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Whertec issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.


10. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

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

WHERTEC, INC.

By: 
Name: Edwin R. Strean
Title: Treasurer

FURNACE MINERAL PRODUCTS USA, INC.

By: _____
Name: _____
Title: _____

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

WHERTEC, INC.

By: _____

Name: _____

Title: _____

FURNACE MINERAL PRODUCTS USA, INC.

By: [Signature]

Name: John D Kirkwood

Title: President