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Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

Freedom Scientific BLV Group, LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$87.50

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DIVISION OF CORPORATIONS

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ARTICLES OF MERGER
Merger Sheet

MERGING:

HENTER-JOYCE, INC., a Florida Corporation (M64884)

into

FREEDOM SCIENTIFIC BLV GROUP, LLC, a Delaware Limited Liability Company
(M00000000692)

File date: April 11, 2000

Corporate Specialist: Agnes Lunt/Brenda L. Tadlock

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER
BETWEEN
FREEDOM SCIENTIFIC BLV GROUP, LLC
(a Delaware limited liability company)
AND
HENTER-JOYCE, INC.
(a Florida corporation)**

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Pursuant to Sections 607.1108 and 607.1109 of the Florida Business Corporation Act ("FBCA") FREEDOM SCIENTIFIC BLV GROUP, LLC., a Delaware limited liability company, which will be the surviving corporation ("Survivor") and HENTER-JOYCE, INC., a Florida corporation (the "Merging Corporation"), which is a wholly-owned subsidiary of Survivor, hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Corporation with and into the Survivor (the "Merger").

ARTICLE I

The Agreement and Plan of Merger (the "Plan of Merger") effecting the Merger of the Merging Corporation with and into the Survivor is attached hereto as Exhibit "A" and incorporated herein by this reference.

ARTICLE II

The name of the surviving entity is Freedom Scientific BLV Group, LLC, a Delaware limited liability company.

ARTICLE III

The effective date of the Merger shall be upon the later of the filing of these Articles of Merger with the Secretary of State of Florida or the filing of the Certificate of Ownership and Merger with the Secretary of the State of Delaware.

ARTICLE IV

The Plan of Merger was adopted by written consent of the Manager of the Survivor on April 11, 2000 and the Board of Directors of the Merging Corporation on April 11, 2000. The Plan of Merger was approved by the Member of the Survivor on April 11, 2000 and the shareholders of the Merging Corporation on April 11, 2000.

ARTICLE V

The address of the principal office of the Survivor under the laws of the State of Delaware is 2131 Palomar Airport Road, Suite 200, Carlsbad, CA 92009.

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Prepared by Carol Mirando
Holland & Knight LLP (904)353-2000
50 N. Laura Street, Suite 3900
Jacksonville, FL 32202
Florida Bar No.: 0069019

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ARTICLE VI

The Survivor shall be deemed to have appointed the Secretary of State as its agent for service of process in any proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation.

ARTICLE VII

The Survivor has agreed to promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which it is entitled under Section 607.1302 of the FBCA.

IN WITNESS WHEREOF, the undersigned have executed this document as of the 11th day of April, 2000.

FREEDOM SCIENTIFIC BLV GROUP, LLC.

By: R. H. Chandler
Name: Richard H. Chandler
Its: Manager & President

HENTER-JOYCE, INC.

By: R. H. Chandler
Name: Richard H. Chandler
Its: President

AGREEMENT AND PLAN OF MERGERFILED
CLERK OF STATE
DIVISION OF CORPORATIONS
APR 11 2000

AGREEMENT AND PLAN OF MERGER, dated as of April 11, 2000, by and between **HENTER-JOYCE, INC.**, a Florida corporation ("**Company**"), and **Freedom Scientific BLV Group, LLC**, a Delaware limited liability company (the "**Surviving Entity**"). **Company** and **Surviving Entity** are hereinafter collectively referred to as the "**Merging Entities**."

WITNESSETH:

WHEREAS, **Surviving Entity** is a limited liability company duly organized and validly existing under the laws of the State of Delaware, with its registered office at 1013 Centre Road, City of Wilmington, County of New Castle, and with its principal executive offices at 2131 Palomar Airport Road, Suite 200, Carlsbad, California 92009; and

WHEREAS, the single member of **Surviving Entity** is **Freedom Scientific, Inc.**, a Delaware corporation; and

WHEREAS, **Company** is a corporation duly organized and validly existing under the laws of the State of Florida, with its registered office at 12995 S. Cleveland Avenue, Suite 103-B, Fort Myers, Florida 33907 and principal executive offices at 11800 31st Court North, St. Petersburg, FL 33716; and

WHEREAS, the authorized capital stock of **Company** consists of 1,000 shares of common stock, par value of \$1.00 per share, of which, 300 shares of common stock are issued and outstanding and owned by **Surviving Entity**; and

WHEREAS, the board of directors of **Company** and the member of **Surviving Entity** deem it desirable and in the best interests of their respective entities and their respective stockholders and member to merge **Company** into **Surviving Entity**, pursuant to the provisions of Section 209 of the Delaware Limited Liability Company Act (the "**LLC Act**"), and have proposed, declared advisable, and duly approved by resolution such merger pursuant to this Plan and Agreement of Merger (the "**Agreement**"), and recommend its approval to the stockholders and members of the **Merging Entities**;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and in order to prescribe the terms and conditions of the merger, the mode of carrying the same into effect, the manner and basis of converting the shares of common stock of **Company** into general and membership interests of **Surviving Entity**, and such other details and provisions as are deemed necessary or proper, the parties hereby agree as follows:

ARTICLE 1**MERGER**

1.1 Surviving Entity. Subject to the adoption and approval of this Agreement by the requisite vote of the stockholders and members of the **Merging Entities** and to the other

conditions hereinafter set forth, the Merging Entities shall be, as of the effective time of the merger as defined in Section 1.3 hereof, merged into a single surviving limited liability company, which shall be Surviving Entity, one of the Merging Entities, which shall continue its existence as a limited liability company and remain a Delaware limited liability company governed by and subject to the laws of that State.

1.2 Stockholder and Member Approval. This Agreement shall be submitted for adoption and approval by the stockholders and members of the Merging Entities in accordance with the applicable laws of the States of Delaware and Florida.

1.3 Effective Time. The merger shall become effective at the date and time specified in the Certificate of Merger filed by Surviving Entity with the Secretary of State of the State of Delaware following its adoption, certification, execution, and acknowledgment in accordance with the LLC Act. The date and time upon which the merger shall become effective, as defined by this Section 1.3, is referred to in this Agreement as the "Effective Time."

ARTICLE 3

CONTINUED CORPORATE EXISTENCE OF SURVIVING ENTITY

2.1 Existence. The identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Surviving Entity, shall continue unaffected and unimpaired by the merger, and at the Effective Time, the corporate and membership identities, existence, purposes, powers, objects, franchises, rights, and immunities of the Merging Entities shall be wholly merged into the Surviving Entity, and Surviving Entity shall be fully vested therewith. Accordingly, at the Effective Time, the separate existence of the Merging Entities, except insofar as continued by statute, shall cease.

ARTICLE 3

GOVERNING LAW AND ARTICLES OF ORGANIZATION OF SURVIVING ENTITY

3.1 Delaware Law Governs and Surviving Entity's Certificate of Formation Survive. The laws of Delaware shall continue to govern the Surviving Entity. At and after the Effective Time, the Certificate of Formation of Surviving Entity, as in effect at the Effective Time, shall be the Certificate of Formation of the Surviving Entity until thereafter amended in the manner provided by law.

ARTICLE 4

OPERATING AGREEMENT OF SURVIVING ENTITY

4.1 Surviving Entity's Operating Agreement Survives. At and after the Effective Time, the Operating Agreement of Surviving Entity as in effect at the Effective Time, shall be the Operating Agreement of the Surviving Entity until the same shall be altered, amended, or repealed, or until a new Operating Agreement shall be adopted in accordance with the provisions of law and the Operating Agreement of the Surviving Entity.

ARTICLE 5**MEMBERS AND MANGER OF SURVIVING ENTITY**

5.1 Members of Surviving Entity. The members and manager of Surviving Entity immediately prior to the Effective Time shall constitute the members and manager, respectively, of the Surviving Entity from and after the Effective Time, to serve until their successors are, in accordance with the Operating Agreement of the Surviving Entity and applicable law, admitted or elected (as appropriate) and qualify. At the Effective Time the manager of the Surviving Entity is Richard Chandler, whose business address is 2131 Palomar Airport, Suite 200, Carlsbad, CA 92009.

ARTICLE 6**MEMBERSHIP INTERESTS OF SURVIVING ENTITY**

6.1 Membership Interests as in Surviving Entity's Operating Agreement. The designations, rights and limitations of the membership interests of the Surviving Entity, and the express terms thereof, shall be as set forth in the Operating Agreement of the Surviving Entity as in effect at the Effective Time.

ARTICLE 7**CONVERSION OF SECURITIES ON MERGER**

7.1 General. The manner and basis of converting the issued and outstanding shares of the capital stock of Company into membership interests of Surviving Entity shall be as hereinafter set forth in this Article 7.

7.2 Conversion of Company's Capital Stock. At the Effective Time, each share of common stock of the Company shall be converted into ten thousand membership units of Surviving Entity. Any and all Company shares of capital stock held in the treasury of Company shall be automatically canceled and cease to exist.

7.3 Surrender of the Company Stock Certificates. At or before Effective Time, the holders of the capital stock of Company shall surrender to Surviving Entity the certificate or certificates they hold representing 100% of the outstanding shares of capital stock of Company as of the Effective Time. The membership interests of Surviving Entity into which such shares of Company capital stock shall have been converted under Section 7.2 above shall be canceled, cease to exist and be of no further force or effect.

7.4 Company's Transfer Books Closed. At the Effective Time, the stock transfer books of Company shall be deemed closed, and no transfer of capital stock of Company shall thereafter be made or consummated.

ARTICLE 8**ASSETS AND LIABILITIES**

8.1 Assets and Liabilities of Merging Entities Become Those of Surviving Entity. At the Effective Time, all rights, privileges, powers, immunities, and franchises of each of the Merging Entities, both of a public and private nature, and all property, real, personal, and mixed, and all debts due on whatever account, as well as securities subscriptions and all other choses or things in action, and all and every other interest of or belonging to or due to either of the Merging Entities, shall be taken by and deemed to be transferred to and shall be vested in the Surviving Entity without further act or deed, and all such rights, privileges, powers, immunities, franchises, property, debts, choses or things in action, and all and every other interest of the Merging Entities shall be thereafter as effectually the property of the Surviving Entity as they were of the respective Merging Entities, and the title to any real, personal or other property, or any interest therein, whether vested by deed or otherwise, in either of the Merging Entities, shall not revert or be in any way impaired by reason of the merger; *provided, however*, that all rights of creditors and all liens upon any properties of each of the Merging Entities shall be preserved unimpaired, and all debts, liabilities, restrictions obligations, and duties of the respective Merging Entities, including without limitation all obligations, liabilities, and duties for fees and franchise taxes required by law and as lessee under any existing lease, shall thenceforth attach to the Surviving Entity and may be enforced against and by it to the same extent as if said debts, liabilities, restrictions, obligations, and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the Merging Entities may be prosecuted to judgment as if the merger had not taken place, or the Surviving Entity may be substituted in place of either of the Merging Entities.

8.2 Accounting Treatment. The assets and liabilities of the Merging Entities shall be taken up on the books of the Surviving Entity in accordance with generally accepted accounting principles.

8.3 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after action thereon by the stockholders and members of the Merging Entities, by mutual consent of the Merging Entities, expressed by action of the board of directors of Company and the members of Surviving Entity.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective manager, chairman of the board, presidents, or vice presidents, all as of the day and year first above written.

FREEDOM SCIENTIFIC BLV GROUP, LLC
(a Delaware limited liability company)

By: *R. H. Chandler*
Name: Richard H. Chandler
Title: Chairman and President

HENTER-JOYCE, INC.
(a Florida corporation)

By: *R. H. Chandler*
Name: Richard H. Chandler
Title: President

ATTEST:

By: *Adriana A. Lee*
Secretary

00 APR 11 PM 2:00
HOLLAND AND KNIGHT
INCORPORATED