

P97000072791

CAPITAL SERVICES, INC. d/b/a
 PARADIGM GAL & TECHNOLOGICAL SERVICES, INC. TALLAHASSEE, FLORIDA

(Requestor's Name)

1406 Hays Street, Suite 2

(Address)

Tallahassee, FL 32301 (904) 656-3992

(City, State, Zip)

(Phone #)

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Regeneration's Technologies, Inc. P97-22791
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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 00 AUG -3 PM 3:21
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

- Walk in
 Pick up time 8:30
 Certified Copy
 Mail out
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 Photocopy
 Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

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OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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 DEPARTMENT OF REVENUE
 DIVISION OF CORPORATIONS
 TALLAHASSEE, FLORIDA

Examiner's Initials [Signature]
8/3/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

REGENERATION TECHNOLOGIES, INC., a Florida corporation P97000072791

INTO

REGENERATION TECHNOLOGIES, INC., a Delaware corporation not qualified
in Florida

File date: August 3, 2000

Corporate Specialist: Annette Ramsey

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

BETWEEN

REGENERATION TECHNOLOGIES, INC.
(a Florida corporation)

AND

REGENERATION TECHNOLOGIES, INC.
(a Delaware corporation)

These **ARTICLES OF MERGER** (the "Articles of Merger") are hereby made and entered into pursuant to Section 607.1105 of the Florida Business Corporation Act by and between **Regeneration Technologies, Inc.**, a Florida corporation (the "Merging Corporation"), and **Regeneration Technologies, Inc.**, a Delaware corporation (the "Surviving Corporation"), for the purpose of effecting the merger of the Merging Corporation into the Surviving Corporation (the "Merger").

WITNESSETH:

WHEREAS, the Boards of Directors of the Merging Corporation and the Surviving Corporation deem it advisable and in the best interests of the Merging Corporation and the Surviving Corporation and their respective stockholders that the Merging Corporation be merged with and into the Surviving Corporation, with the Surviving Corporation as the surviving corporation in the Merger, as authorized by the laws of the State of Florida, and under and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and provisions hereinafter contained, have agreed and do hereby agree each with the other that the Merging Corporation be merged with and into Surviving Corporation, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger.

ARTICLE I.
PLAN OF MERGER

The Agreement and Plan of Merger dated as of August 3, 2000, by and among Regeneration Technologies, Inc., a Delaware corporation and Regeneration Technologies, Inc., a Florida corporation (the "Merger Agreement"), effecting the Merger of the Merging Corporation with and into the Surviving Corporation, is attached hereto and made a part of these Articles of Merger as Exhibit A.

**ARTICLE II.
EFFECTIVE TIME**

These Articles of Merger and the Merger shall be effective as of the close business on the date that these Articles of Merger have been filed with the Department of State of the State of Florida and all fees and taxes required by the laws of the State of Florida have been paid (the "Effective Time").

**ARTICLE III.
APPROVAL OF MERGER**

(a) The sole stockholder of the Surviving Corporation approved and adopted the Merger Agreement by written consent thereof dated April 25, 2000, and the stockholders of the Merging Corporation, approved and adopted the Merger Agreement by written consent thereof by June 30, 2000.

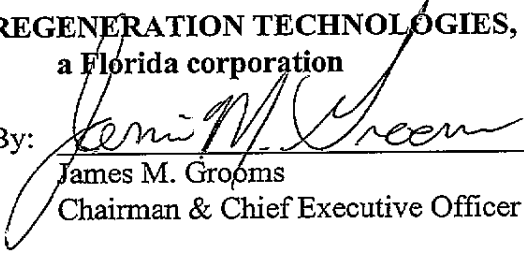
(b) The Board of Directors of the Surviving Corporation unanimously approved and adopted the Merger Agreement by unanimous consent thereof dated April 25, 2000, and the directors of the Merging Corporation approved and adopted the Merger Agreement by written consent thereof dated April 25, 2000.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in accordance with the laws of the State of Florida on the date reflected below.

August 3, 2000

REGENERATION TECHNOLOGIES, INC.
a Florida corporation

By:


James M. Grooms
Chairman & Chief Executive Officer

August 3, 2000

REGENERATION TECHNOLOGIES, INC.
a Delaware corporation

By:

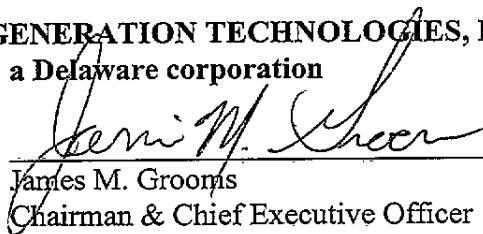

James M. Grooms
Chairman & Chief Executive Officer

Exhibit A
to the
Articles of Merger
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), made as of this 3rd day of August 2000, by and between Regeneration Technologies, Inc., a Florida corporation ("RTI FL"), and Regeneration Technologies, Inc., a Delaware corporation ("RTI DE") (the two corporate parties hereto being sometimes collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Boards of Directors of RTI FL and RTI DE have determined that the proposed merger (the "Merger") of RTI FL with and into RTI DE for the purpose of reincorporating RTI FL into Delaware upon the terms hereinafter set forth is advisable and in the best interests of the stockholders of such corporations, and the Boards of Directors of RTI FL and RTI DE have adopted and approved this Agreement and the Merger and both such Boards of Directors have directed that this Agreement and the Merger be submitted to the stockholders of RTI FL and RTI DE for their approval;

WHEREAS, RTI FL and RTI DE, as appropriate, intend to take all such action as may be necessary or appropriate as and when required by the provisions of this Agreement in order to consummate the Merger;

WHEREAS, the authorized capital stock of RTI FL consists of 6,000,000 shares of Common Stock, par value [\$.01] per share, of which 753,827 shares are issued and outstanding; 1,777,348 shares of Class A Preferred Stock, par value \$0.001 per share ("A Preferred"), of which 1,777,348 shares are outstanding, 748,152 shares of Class B Preferred Stock, par value \$0.001 per share ("B Preferred"), of which 748,152 are outstanding, 368,990 shares of Class C Preferred Stock, par value \$0.001 per share ("C Preferred"), of which 368,996 are outstanding; and

WHEREAS, the authorized capital stock of RTI DE consists of 50,000,000 shares of Common Stock, par value \$0.001 per share, of which one share is issued and outstanding as of the date hereof; and 5,000,000 shares of Preferred Stock, par value \$0.001 per share, of which no shares are issued and outstanding as of the date hereof, of which the following has been designated: 1,777,348 shares of Class A Preferred Stock, par value \$0.001 per share ("A Preferred"), 748,152 shares of Class B Preferred Stock, par value \$0.001 per share ("B Preferred"), 368,990 shares of Class C Preferred Stock, par value \$0.001 per share ("C Preferred");

NOW, THEREFORE, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I

GENERAL

1.1 Agreement to Merge. The parties to this Agreement agree to effect the Merger herein provided for, subject to the terms and conditions set forth herein.

1.2 Effective Time of the Merger. The Merger shall be effective in accordance with the laws of the States of Florida and Delaware. The date and time the Merger becomes effective is referred to as the "Effective Time of the Merger."

1.3 Surviving Corporation. At the Effective Time of the Merger, RTI FL shall be merged with and into RTI DE, and RTI DE shall be the surviving corporation (the "Surviving Corporation"), governed by the laws of the State of Delaware. The name of the Surviving Corporation will be Regeneration Technologies, Inc.

1.4 Certificate of Incorporation and By-Laws. At the Effective Time of the Merger, the Certificate of Incorporation and By-Laws of RTI DE in effect immediately prior to the Effective Time of the Merger shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation, subject always to the right of the Surviving Corporation to amend its Certificate of Incorporation and By-Laws in accordance with the laws of the State of Delaware and the provisions of its Certificate of Incorporation.

1.5 Directors. The directors of RTI DE in office at the Effective Time of the Merger shall be and constitute the directors of the Surviving Corporation, each holding such directorship in the Surviving Corporation until his or her successor shall be elected or appointed and qualified or his or her earlier resignation or removal.

1.6 Officers. The officers of RTI DE in office at the Effective Time of the Merger shall be and constitute the officers of the Surviving Corporation, until his or her successor shall be elected or appointed and qualified or his or her earlier resignation or removal.

1.7 Effect of the Merger. On and after the Effective Time of the Merger, the separate existence of RTI FL shall cease and the Surviving Corporation shall succeed, without further action, to all the properties and assets of RTI FL of every kind, nature and description and to RTI FL's business as a going concern. The Surviving Corporation shall also succeed to all rights, title and interests to all real estate and other property owned by RTI FL without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon. All liabilities and obligations of RTI FL shall become the liabilities and obligations of the Surviving Corporation, and any proceedings pending against RTI FL will be continued as if the Merger had not occurred.

ARTICLE II

CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

2.1 Capital Stock. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of RTI FL, RTI DE, the holders of any of the outstanding shares of RTI FL or any other person or entity, each issued and outstanding share of Common Stock of RTI FL shall be converted into shares of Common Stock of RTI DE (each outstanding share of RTI FL A Preferred shall be converted into one share of RTI DE A Preferred; each outstanding share of RTI FL B Preferred shall be converted into one share of RTI DE B Preferred and each outstanding share of RTI FL C Preferred shall be converted into one share of RTI DE C Preferred, the conversion of each share of RTI FL into shares of RTI DE is referred to hereinafter as the "Exchange"). All shares of stock of RTI DE outstanding prior to the Effective Time of the Merger shall cease to exist and all certificates representing such shares shall be canceled by virtue of the Merger.

2.2 On or after the effective date of merger, all of the outstanding certificates which immediately prior to the effective date represented shares of RTI FL Common Stock, RTI FL A Preferred, RTI FL B Preferred, RTI FL C Preferred, shall be deemed for all purposes to evidence ownership of, and to represent, the shares of RTI DE Common Stock RTI DE A Preferred, RTI DE B Preferred, RTI DE C Preferred, respectively, into which the shares of RTI FL, formerly represented by such certificates, have been converted as herein provided. The registered owner on the books and records of RTI DE or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer to RTI DE or its transfer agents, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of RTI DE capital stock evidenced by such outstanding certificate.

ARTICLE III

TERMINATION AND AMENDMENT

3.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Effective Time of the Merger, whether before or after action thereon by the stockholders of the Constituent Corporations, by the mutual written consent of the Boards of Directors RTI FL and RTI DE.

3.2 Consequences of Termination. In the event of the termination and abandonment of this Agreement pursuant to the provisions of Section 3.1 hereof, this Agreement shall be of no further force or effect.

3.3 Modification, Amendment, Etc. Any of the terms or conditions of this Agreement may be waived at any time, whether before or after action thereon by the stockholders of the Constituent Corporations, by the party entitled to the benefits thereof, and this Agreement may be modified or amended at any time, whether before or after action thereon by the shareholders of the Constituent Corporations, to the full extent permitted by the corporate

laws of the States of Florida and Delaware. Any waiver, modification or amendment shall be effective only if reduced to writing and executed by the duly authorized representatives of the Constituent Corporations.

ARTICLE IV

MISCELLANEOUS

4.1 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original instrument, and all such counterparts together shall constitute only one original.

4.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by an officer duly authorized thereunto as of the date first above written.

REGENERATION TECHNOLOGIES, INC.
a Florida corporation

By: James M. Grooms
James M. Grooms
Chairman & Chief Executive Officer

REGENERATION TECHNOLOGIES, INC.
a Delaware corporation

By: James M. Grooms
James M. Grooms
Chairman & Chief Executive Officer