

316186

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

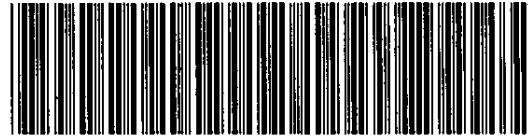
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800264893618

10/06/14--01047--006 **78.75

APPROVED
AND
FILED
14 OCT - 6 PM 11:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Morgan
OCT 5 11 130
T. LEMIEUX

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: GB Instruments Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Joseph Porat

Contact Person

GB Instruments Inc.

Firm/Company

1143 West Newport Center Drive

Address

Deerfield Beach, FL 33442

City/State and Zip Code

joep@gbisorters.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Joseph Porat

Name of Contact Person

At (954)

596-5000

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER OF

GBI ACQUISITION, INC. INTO GB INSTRUMENTS, INC.

In Accordance With Section 607.1104, Florida Statutes

ARTICLE I Names and Surviving Corporation

The names and state of incorporation of the corporations which are parties to the merger are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u>
GB Instruments, Inc.	Florida	Corporation	316186
GBI Acquisition, Inc.	Florida	Corporation	P14000022616

GB Instruments, Inc. shall be the surviving corporation.

ARTICLE II Plan of Merger

The Plan of Merger, which was approved by each domestic corporation that is a party to the merger in accordance with the Florida Business Corporation Act, is attached hereto as **Exhibit A.**

ARTICLE III Date of Adoption

The date of adoption of the Plan of Merger by the board of directors of each of the merging domestic corporations and of the surviving corporation was September 24, 2014.

ARTICLE IV Effective Date

The merger shall be effective on the date of the filing of these Articles of Merger with the Secretary of State of the State of Florida.

14 OCT - 6 PM 11:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED


Articles of Merger

GB Acquisition, Inc. into GBI Instruments, Inc.

Page 2 of 2

Dated this 24th day of September, 2014.


GB INSTRUMENTS, INC.

By: 

Name: Maurice Rochman

Title: President

GBI ACQUISITION, INC.

By: 

Name: Joseph Porat

Title: Chairman

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "**Plan of Merger**") is entered into on September 24th, 2014 (the "**Execution Date**") by and between **GB INSTRUMENTS, INC.**, a Florida corporation ("**GBI Sub**"), and **GBI Acquisition, Inc.**, a Florida corporation ("**GBI Parent**").

BACKGROUND

The parties to this Plan of Merger believe it is in the best interest of both companies to merge GBI Parent into GBI Sub, with GBI Sub being the surviving corporation (the "**Merger**"). The respective Boards of Directors of GBI Parent and GBI Sub have adopted resolutions approving this Plan of Merger, in accordance with the Florida Business Corporation Act ("**FBCA**"), respectively.

TERMS

For the reasons described above and in consideration of the covenants herein contained, the parties agree to this Plan of Merger as follows:

1. **Merger.** In accordance with the laws and applicable provisions of the laws of the State of Florida, GBI Parent shall merge into and become a part of GBI Sub (the "**Surviving Corporation**"). Upon the effective date of the Merger, the separate corporate existence of GBI Parent shall cease. The effective date for the transaction contemplated hereunder shall be upon the filing of the Articles of Merger with the Florida Department of State (the "**Effective Date**").

2. **Changes to Articles of Incorporation.** The Articles of Incorporation of GBI Parent shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with Florida law.

3. **Changes to Bylaws.** The Bylaws of GBI Parent shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with Florida law.

4. **Changes to Directors and Officers.** The directors and officers of the Surviving Corporation shall be the current directors and officers of GBI Parent until their successors are duly elected and qualified.

5. **Effects of Merger.**

- a. The Merger shall have the effect provided therefor by Florida law. As of the Effective Date of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of GBI Parent; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due GBI Parent, shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any property

or any interest therein, vested in GBI Parent, shall not revert to or be in any way impaired by reason of the Merger.

- b. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of GBI Parent and any claims existing by or against GBI Parent may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Corporation may be substituted in the place of GBI Parent. The rights of any creditors of GBI Parent shall not be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of GBI Parent.

6. **Share Conversion.** As of the Effective Date, by virtue of the Merger and without any action on the part of the shareholders of GBI Parent or GBI Sub:

- a. Each issued and outstanding share of common stock of GBI Parent immediately prior to the Effective Date shall be automatically cancelled and shall be converted into one share of common stock of the Surviving Corporation.
- b. Each issued and outstanding share of GBI Sub immediately prior to the Effective Date, other than those shares of GBI Sub owned by GBI Parent shall automatically be converted to cash at a rate of \$8.00 per share, and payment therefor shall be delivered, or caused to be delivered, by the Surviving Corporation promptly after the Effective Date.
- c. Each issued and outstanding share of GBI immediately prior to the Effective Date owned by GBI Parent shall be automatically cancelled and no cash or other consideration shall be paid therefor.

7. **Further Assurances.** If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in the Surviving Corporation the title to any property or rights of GBI Parent or to otherwise carry out the provisions hereof, the proper officers and directors of GBI Parent, as of the Effective Date of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and to otherwise carry out the provisions hereof.

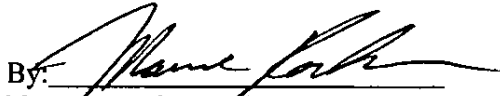
8. **Abandonment or Amendment.** At any time prior to the filing of the Articles of Merger with the Florida Department of State, the proposed Merger may be abandoned by the parties pursuant to this provision or amended by the action of the parties pursuant to this provision.

9. **Approval by Boards of Directors.** This Plan of Merger has been unanimously approved by, and the execution and delivery thereof authorized by, the boards of directors of GBI Parent and GBI Sub.

10. Procedure. Each party will in a timely manner follow the procedures provided by Florida law in connection with the statutory merger including the filing of appropriate Articles of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Plan of Merger and the transactions contemplated hereby.

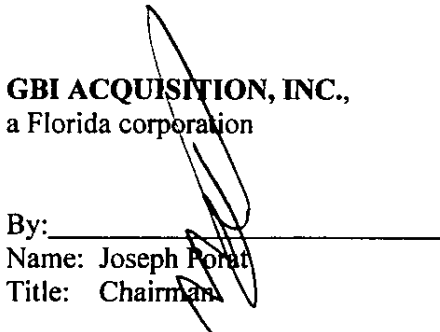
IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

GB INSTRUMENTS, INC.,
a Florida corporation

By: 

Name: Maurice Rechman
Title: Chairman

GBI ACQUISITION, INC.,
a Florida corporation

By: 

Name: Joseph Porat
Title: Chairman