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ALBRITTON

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Teigland, Franklin & Brokken, D.V.M., Inc.

Merger Filing

Signature

Requested by: SETH

12/19/16

Name

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☐ Courier _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Teigland, Franklin & Brokken, D.V.M., 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:

Lawson Parker

Contact Person

Husch Blackwell

Firm/Company

1700 Lincoln St., Suite 4700

Address

Denver, CO 80203

City/State and Zip Code

lawson.parker@huschblackwell.com

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

For further information concerning this matter, please call:

Lawson Parker

Name of Contact Person

At (303)

749-7200

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

EFFECTIVE DATE
12/31/16

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act.

1. **Surviving Corporation.** The name and jurisdiction of the surviving corporation is Teigland, Franklin & Brokken, D.V.M., Inc., a Florida corporation ("**Surviving Corporation**"), which has existed before the merger.

2. **Merging Corporation.** The name and jurisdiction of the merging corporation is Teigland, Franklin & Brokken, D.V.M.'s Merger Sub, Inc., a Florida corporation ("**Merger Sub**") and a wholly owned subsidiary of Mixed Animal Veterinary Associates North America, Inc., a Nevada corporation ("**Parent**").

3. **Permitted Merger.** The laws of the states of Florida and Nevada permit such merger.

4. **Plan of Merger.** The Plan of Merger between Surviving Corporation, Merger Sub, and Parent is attached hereto.

5. **Effective Date.** The merger shall become effective on **December 31, 2016 at 11:59 p.m.**

6. **Adoption of Plan of Merger.**

(a) The Plan of Merger was adopted by the shareholders of Surviving Corporation on December 16, 2016.

(b) The Plan of Merger was adopted by the shareholders of Merger Sub on December 9, 2016

(c) The Plan of Merger was adopted by the shareholders of Parent on December 9, 2016.

7. **Dissenting Shareholders.** It is agreed that, upon the merger becoming effective, Surviving Corporation: (a) Appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligations or the rights of dissenting shareholders of the Merger Sub; and (b) Agrees to promptly pay to the dissenting shareholders of the Merger Sub the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders.

8. **Counterparts.** These Articles of Merger may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned corporations have caused this Articles of Merger to be signed by a duly authorized officer or director who affirms that the facts stated above are true and correct.

PARENT

Mixed Animal Veterinary Associates North America, Inc.

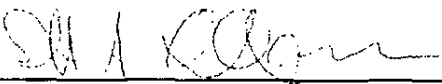
By: 

Name: Scott A. Spaulding, D.V.M.

Title: President

MERGER SUB

Teigland, Franklin & Brokken, D.V.M.'s Merger Sub, Inc.

By: 

Name: Scott A. Spaulding, D.V.M.

Title: Director

SURVIVING CORPORATION

Teigland, Franklin & Brokken, D.V.M., Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned corporations have caused this Articles of Merger to be signed by a duly authorized officer or director who affirms that the facts stated above are true and correct.

PARENT

Mixed Animal Veterinary Associates North America, Inc.

By: _____
Name: Scott A. Spaulding, D.V.M.
Title: President

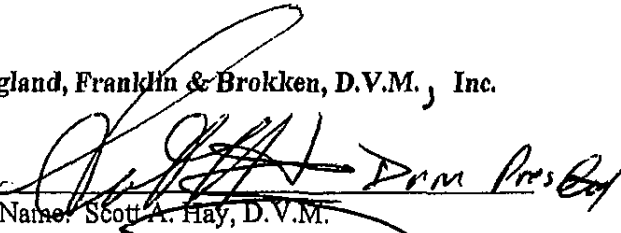
MERGER SUB

Teigland, Franklin & Brokken, D.V.M.'s Merger Sub, Inc.

By: _____
Name: Scott A. Spaulding, D.V.M.
Title: Director

SURVIVING CORPORATION

Teigland, Franklin & Brokken, D.V.M., Inc.

By:  _____
Name: Scott A. Hay, D.V.M.
Title: President

PLAN OF MERGER

This **PLAN OF MERGER** ("**Plan**") is dated as of December 9, 2016, by and between **TEIGLAND, FRANKLIN & BROKKEN, D.V.M., INC.**, a Florida corporation (the "**Company**"), and **TEIGLAND, FRANKLIN & BROKKEN, D.V.M.'S MERGER SUB, INC.**, a Florida corporation (the "**Merger Sub**") and a wholly-owned subsidiary of **MIXED ANIMAL VETERINARY ASSOCIATES NORTH AMERICA, INC.**, a Nevada corporation ("**Parent**") (the Company, Merger Sub, and Parent are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

RECITALS:

WHEREAS, the respective Boards of Directors of the Parties have each adopted this Plan and the transactions contemplated herein, in each case after making a determination that this Plan and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its stockholders;

WHEREAS, pursuant to the transactions contemplated by this Plan and subject to the conditions set forth herein, the Merger Sub, in accordance with the Florida Business Corporation Act (the "**FBCA**"), will merge with and into the Company, with the Company as the surviving corporation (the "**Merger**");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable 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; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Plan.

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:

ARTICLE I **DEFINITIONS**

As used in this Plan, the following terms have the following meanings:

"**Certificate**" has the meaning set forth in **Section 3.3**.

"**Company**" has the meaning set forth in the Preamble.

"**Confidential Information**" has the meaning set forth in **Section 4.1**.

"**Effective Time**" means the date and time upon which the Merger contemplated by this Plan will be effective, subject to the approval of the stockholders of each of the Parties as set

forth in Section 2.4, which shall be at the time and on the date specified in the Articles of Merger of which this Plan is a part.

"FBCA" has the meaning set forth in the Recitals.

"Merger" has the meaning set forth in the Recitals.

"Merger Agreement" has the meaning set forth in Section 2.1.

"Merger Consideration" has the meaning set forth in Section 3.1(b).

"Merger Sub" has the meaning set forth in the Preamble.

"Parent" has the meaning set forth in the Preamble.

"Party" or "Parties" has the meaning set forth in the Preamble.

"Plan" has the meaning set forth in the Preamble.

"Surviving Corporation" has the meaning set forth in Section 2.1.

Any other terms defined herein have the meaning so given them.

ARTICLE II MERGER

2.1 **Merger.** Upon the terms and subject to the conditions set forth in this Plan, and in accordance with the FBCA, the Merger Sub shall be merged with and into the Company as of the Effective Time. Following the Effective Time, the separate corporate existence of the Merger Sub shall cease and the Company shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Plan, the FBCA, and a certain *Merger Agreement and Plan of Reorganization*, by and between the Parties of which this Plan is a part (the "**Merger Agreement**").

2.2 **Organizational Documents.** The bylaws of the Company then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided herein or by the FBCA, and the articles of incorporation of the Company then in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided herein or by the FBCA.

2.3 **Board of Directors and Officers.** The directors and officers of the Company immediately prior to the Effective Time will be the directors of the Surviving Corporation immediately after the Effective Time until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Company's Articles and Bylaws.

2.4 **Stockholder Approval.** The consummation of the Merger is subject to the approval of this Plan and the Merger contemplated hereby by the stockholders of each of the Parties.

ARTICLE III: CONVERSION OF SHARES

3.1 **Conversion or Cancellation of Shares.** As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any of the Company Stock (as defined in the Merger Agreement) or any shares of capital stock of Merger Sub:

(a) Each issued and outstanding share of Company Stock owned by the Company, including, without limitation, shares of Company Stock in the treasury of the Company immediately prior to the Effective Time, shall be canceled and retired and cease to exist without any conversion thereof and no payment or distribution shall be made with respect thereto.

(b) Subject to adjustment prior to Closing (as defined in the Merger Agreement) as well as any applicable holdback provisions, each share of Company Stock issued and outstanding immediately prior to the Effective Time, other than those shares referred to in **Section 3.1(a)**, shall be canceled and shall be converted automatically into and represent the right to receive 647,106.21 shares fully paid and non-assessable shares of Parent Stock (as defined in the Merger Agreement) as adjusted pursuant to **Section 2.1(d)**, a pre-closing valuation or both prior to Closing and a post-closing valuation adjustment, ownership percentage adjustment, or both after Closing (as adjusted, the "Merger Consideration").

(c) Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be cancelled and shall automatically and without further action convert into one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation held by the Parent.

(d) Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding shares of capital stock of the Company shall occur, including by reason of any reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend or distribution paid in stock, the Merger Consideration shall be appropriately adjusted to reflect such change.

3.2 **Effect.** At the Effective Time, the separate existence of the Merger Sub will cease, and Surviving Corporation will be fully vested in the Merger Sub's rights, privileges, immunities, powers, and franchises, and subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in § 607.1106 of the FBCA.

3.3 **Share Certificates.** All shares of Company Stock, when converted as provided in **Section 3.1(b)**, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously evidencing such shares (each, a "Certificate") shall thereafter represent only the right to receive the Merger Consideration in accordance with **Section 3.1(b)**, in each case without interest. The holders of Certificates shall

cease to have any rights with respect to the Company Stock except as otherwise provided herein or by law and, upon surrender thereof, such Certificates shall only represent the right of the holders to receive for their shares of Company Stock, the Merger Consideration in accordance with Section 3.1(b).

ARTICLE IV: OTHER PROVISIONS

4.1 **Confidentiality.** The Parties acknowledge that during the performance of this Plan, each of them may be exposed to confidential and proprietary information (the "Confidential Information"). Each Party agrees to take all commercially reasonable measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. Parties agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of this Plan.

4.2 **Supplemental Action.** If at any time after the Effective Time the Surviving Corporation determines that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of the Parties or the Surviving Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of the Surviving Corporation, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary and proper acts to vest, perfect, confirm, or record the title thereto in the Surviving Corporation, or to otherwise carry out the provisions of this Plan.

4.3 **Articles of Merger.** The Parties will execute Articles of Merger and on execution, this Plan will be deemed incorporated by reference into the Articles of Merger as if fully set forth in the Articles and will become an exhibit to the Articles of Merger. Thereafter, the Articles of Merger will be delivered for filing by the Surviving Corporation to the Florida Division of Corporations.

4.4 **Entire Agreement.** This Plan, together with the Articles of Merger, and Merger Agreement, of which this Plan is a part, constitutes the sole and entire agreement of the Parties to this Plan with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.5 **Successors and Assigns.** This Plan is binding upon, and inures to the benefit of, the Parties hereto and their respective successors and assigns.

4.6 **Headings.** The headings in this Plan are for reference only and will not affect the interpretation of this Plan.

4.7 **Amendment and Modification; Waiver.** This Plan may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party or any of the provisions hereof will be effective unless explicitly set forth in writing

and signed by the Party so waiving. Except as otherwise set forth in this Plan, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Plan will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.8 **Severability.** If any term or provision of this Plan is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Plan or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto will negotiate in good faith to modify this Plan in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.9 **No Third-Party Beneficiaries.** This Plan 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 will confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.10 **Governing Law and Jurisdiction.**

(a) This Plan and all matters arising out of or relating to this Plan, are governed by and will be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

(b) The Parties submit to the exclusive jurisdiction of any federal or state court located within the State of Florida over any dispute arising out of or relating to this Plan or any of the transactions contemplated hereby. The parties acknowledge that such courts have personal jurisdiction over each of them and the parties agree that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.11 **Counterparts.** This Plan may be executed in any number of original counterparts that may be faxed, emailed, or otherwise electronically transmitted with the same effect as if all Parties had signed the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Plan of Merger as of the date first written above.

PARENT

Mixed Animal Veterinary Associates North America, Inc.

By: _____
Name: Scott A. Spaulding, D.V.M.
Title: President

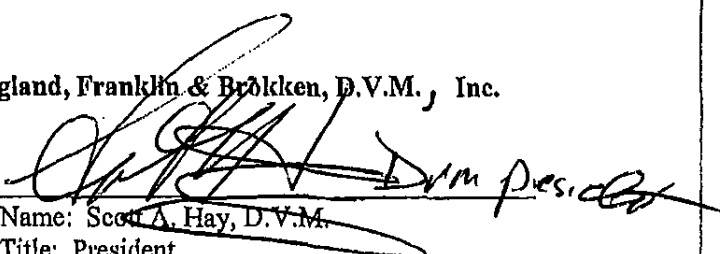
MERGER SUB

Teigland, Franklin & Brokken, D.V.M.'s Merger Sub, Inc.

By: _____
Name: Scott A. Spaulding, D.V.M.
Title: Director

COMPANY

Teigland, Franklin & Brokken, D.V.M., Inc.

By:  _____
Name: Scott A. Hay, D.V.M.
Title: President

IN WITNESS WHEREOF, the Parties hereto have executed this Plan of Merger as of the date first written above.

PARENT

Mixed Animal Veterinary Associates North America, Inc.

By: SA A Spaulding

Name: Scott A. Spaulding, D.V.M.

Title: President

MERGER SUB

Teigland, Franklin & Brokken, D.V.M.'s Merger Sub, Inc.

By: SA A Spaulding

Name: Scott A. Spaulding, D.V.M.

Title: Director

COMPANY

Teigland, Franklin & Brokken, D.V.M., Inc.

By: _____

Name: _____

Title: _____