

# F00000001312

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Corporation(s) Name

Mackintosh - Duncan Co

Mengens - Conover Laboratories, Inc

FILED  
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TALLAHASSEE, FLORIDA

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<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution	<input type="checkbox"/> Mark
<input type="checkbox"/> LLC	<input type="checkbox"/> Withdrawal	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> Reinstatement	<input type="checkbox"/> Reservation	<input type="checkbox"/> Ch. RA
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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

CORONADO LABORATORIES, INC., a Florida corporation, 442263

into

**MACKLANBURG-DUNCAN CO.**, an Oklahoma entity F00000001312

File date: March 20, 2000

Corporate Specialist: Cheryl Coulliette

# ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

**First:** The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Macklanburg-Duncan Co.</u>	<u>Oklahoma</u>

**Second:** The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Coronado Laboratories, Inc.</u>	<u>Florida</u>
_____	_____
_____	_____
_____	_____

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**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

**OR** 03 / 20 / 00 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

## Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Macklanburg-Duncan Co.

B

Loren Plotkin, President

Coronado Laboratories,  
Inc.

By:

Mark Skinner, Executive Vice  
President

**PLAN OF MERGER**  
**(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____

**Second:** The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Third:** The terms and conditions of the merger are as follows:

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

**PLAN OF MERGER**  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Macklanburg-Duncan Co.</u>	<u>Oklahoma</u>

<u>Name</u>	<u>Jurisdiction</u>
<u>Coronado Laboratories, Inc.</u>	<u>Florida</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

See attached Exhibit "A"

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation; a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows: .

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, F.S. would be entitled to vote and who dissent from the merger pursuant to section 607.1320, F.S., may be entitled, if they comply with the provisions of chapter 607 regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:



## EXHIBIT "A"

### AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Merger Agreement") is entered into as of the 20<sup>th</sup> day of March, 2000, by and among Macklanburg-Duncan Co., an Oklahoma corporation (the "Parent") and Coronado Laboratories, Inc., a Florida corporation (the "Sub"). The Parent and Sub are referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parent and Sub are sometimes referred to in this Agreement collectively as the "Constituent Corporations".

**WHEREAS**, the shareholders and the Boards of Directors of the Parent and Sub have approved the merger of Sub into Parent (the "Merger"), in accordance with the applicable provisions of the statutes of the State of Oklahoma and the State of Florida and subject to the conditions set forth herein; and

**WHEREAS**, for Federal income tax purposes, it is intended that the transaction contemplated by this Merger Agreement shall be an upstream merger which qualifies as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and for nonrecognition of gain treatment pursuant to Section 332 of the Code.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereby covenant and agree as follows:

#### ARTICLE I

**1.1 The Merger.** At the Effective Time (as defined in Section 1.2 below), the Sub shall be merged with and into the Parent in accordance with the applicable provisions of Oklahoma and Florida law, and the separate existence of the Sub shall thereupon cease, and the Parent, as the Surviving Corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Oklahoma under its present name. Upon the consummation of the Merger, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers, and franchises as well of public as of a private nature, and being subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all property, real, personal and mixed and all goodwill associated therewith, and all debts due to either Constituent Corporation on whatever account, as well as all other things in action, or belonging to or due to each of the Constituent Corporations, shall be vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall thenceforth be responsible and liable for all debts, liabilities, duties and obligations of each of the Constituent Corporations in accordance with applicable Oklahoma law.

**1.2 Effective Time of the Merger.** On the Closing Date, as defined in that certain Transaction Agreement between General Electric Company, [Merger Sub], Parent, [MetalCo] and the shareholders of Parent (the "Transaction Agreement"), this Merger Agreement, together with required officers' certificates, shall be duly executed and filed with the Oklahoma and Florida Secretaries of State in accordance with Oklahoma and Florida law. Subject to the laws of the State of Oklahoma and Florida, the Merger shall become effective on the date the Merger

Agreement is filed with the Oklahoma Secretary of State or such later time or date as may be specified in the Certificate of Merger (the "Effective Time").

**1.3 Effect of Merger.** At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of public as of a private nature, and be subject to all the restrictions, disabilities and duties, of each of the Constituent Corporations so merged; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate vested by deed or otherwise in either of such Constituent Corporations, shall not revert or be in any way impaired by reason of Oklahoma or Florida law; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

**1.4 Additional Actions.** If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of the Sub acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, this Merger Agreement, or (b) otherwise carry out the purposes of this Merger Agreement, the Sub and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purpose of this Merger Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Sub or otherwise to take any and all such action.

## ARTICLE II

**2.1 Name.** The Surviving Corporation shall be the Parent.

**2.2 Certificate of Incorporation.** The Certificate of Incorporation of the Parent in effect at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation.

**2.3 Bylaws.** The Bylaws of the Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation.

2.4 **Directors and Officers.** The directors and officers of the Parent as existing immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

### ARTICLE III

3.1 **Cancellation of Stock.** Since the Surviving Corporation is the sole shareholder of Sub, there will be no conversion of Sub common stock into Surviving Corporation common stock. Each outstanding share of Sub common stock, without any action on the part of the shareholder thereof, shall be cancelled without payment therefor.

### ARTICLE IV

4.1 **Counterparts.** This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

4.2 **Governing Law.** This Merger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of Oklahoma without giving effect to principles of conflicts of laws.

4.3 **Amendments and Waivers.** No amendment of any provision of this Merger Agreement shall be valid unless it is in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant under this Merger Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach under this Merger Agreement or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4.4 **Severability.** Any term or provision of this Merger Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Merger Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Merger Agreement is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Merger Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

4.5 **Binding Agreement.** This Merger Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. No Party may assign either this Merger Agreement or any of its rights, interests, or obligations under this Merger Agreement without the prior written approval of the other Parties.

4.6 **Termination.** This Merger Agreement shall terminate upon the termination of the Transaction Agreement and there shall be no liability on the part of any of the Parties hereto (or any of their respective directors or officers).

IN WITNESS WHEREOF, the Parties have caused this Merger Agreement to be executed on their behalf by their officers hereunto duly authorized and their respective corporate seals to be affixed hereto, all as of the date first above written.

**PARENT:**

Macklanburg-Duncan Co., an Oklahoma corporation

By: Loren Plotkin  
Loren Plotkin, President

ATTEST:

By: David Kilburn  
David Kilburn, Secretary

**SUB:**

Coronado Laboratories, Inc., a Florida corporation

By: Mark Skinner  
Mark Skinner, Executive Vice President

ATTEST:

By: Carol Leach  
Carol Leach, Assistant Secretary

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