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MERGER OR SHARE EXCHANGE
NEW CENTURY INFUSION SOLUTIONS, INC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

MERGING

NEW CENTURY INFUSION SOLUTIONS, INC.
(a corporation of the State of Florida)

INTO

NCH MANAGEMENT SYSTEMS, INC.
(a corporation of the State of California)

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

FIRST: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
NCH Management Systems, Inc.	California

SECOND: The name and jurisdiction of the merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
New Century Infusion Solutions, Inc.	Florida

THIRD: The Agreement and Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger transaction contemplated by the Agreement and Plan of Merger shall become effective on the date the Articles of Merger are filed with, and accepted by, the Florida Department of State.

FIFTH: The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on August 11, 2010.

SIXTH: The Agreement and Plan of Merger was adopted by the shareholders of the merging corporation on August 11, 2010.

[signature page follows]

IN WITNESS WHEREOF, each of undersigned has caused these Articles of Merger to be executed on its behalf by its respective officer thereunto duly authorized, as of the date set forth above.

SURVIVING CORPORATION:

NCH MANAGEMENT SYSTEMS, INC.

By: 
Name: Joseph M. Perez
Title: President

MERGING CORPORATION:

NEW CENTURY INFUSION SOLUTIONS, INC.

By: 
Name: Joseph M. Perez
Title: President

Exhibit A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of August 18, 2010 by and between NCH Management Systems, Inc., a California corporation (the "Company"), and New Century Infusion Solutions, Inc., a Florida corporation (the "Terminating Company").

RECITALS

WHEREAS, the Company and the Terminating Company desire to merge into a single corporation as hereinafter specified;

WHEREAS, the sole shareholder of the Company has (i) determined that it is in the best interests of the Company to consummate the business combination transaction provided for herein in which the Terminating Company will merge with and into the Company with the Company surviving on the terms, and subject to the conditions, of this Agreement (the "Merger"), and (ii) authorized and approved the Merger and this Agreement in accordance with the California Corporations Code (the "California Code"); and

WHEREAS, the sole shareholder of the Terminating Company has (i) determined that it is in the best interests of the Terminating Company to consummate the Merger, and (ii) authorized and approved the Merger and this Agreement in accordance with the Florida Business Corporation Act (the "Florida Act").

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Company and the Terminating Company each hereby agree as follows.

ARTICLE I THE MERGER

1.1. **EFFECTIVE TIME.** The Merger shall be consummated by (a) the Company filing with the Secretary of State of the State of California (i) this Agreement in accordance with Section 1101 of the California Code, (ii) an officer's certificate of the Company in accordance with Section 1103 of the California Code and (iii) an officer's certificate of the Terminating Company in accordance with Section 1103 of the California Code, and (b) the Company and the Terminating Company filing with the Secretary of State of the State of Florida the articles of merger (the "Florida Articles of Merger"), in accordance with Section 607.1105 of the Florida Act. The Merger shall be effective when this Agreement has been filed with, and accepted by, the Secretary of State of the State of California and the Secretary of State of the State of Florida (the "Effective Time").

1.2. **MERGER.** At the Effective Time:

(a) the Terminating Company will merge with and into the Company, and the Company will continue as the surviving corporation;

(b) the separate existence of the Terminating Company will cease and the Company will carry on its business with the assets of the Terminating Company, as well as with the assets of the Company;

(c) all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Terminating Company shall be transferred to, vested in and devolve upon the Company, without further transfer, act or deed;

(d) the Company shall succeed to all of the debts, causes of action and other interests due or belonging to the Terminating Company and shall be subject to, and responsible for, all of the debts, liabilities and duties of the Terminating Company;

(e) the members of the board of directors and officers of the Company immediately prior to the Effective Time shall continue as directors and officers of the Company following the Merger until their successors shall have been duly elected and qualified; and

(f) the principal place of business of the Company shall be located at 480 Apollo Street, Suite C, Brea, California 92821.

1.3. EFFECT ON SHARES OF CAPITAL STOCK. At the Effective Time:

(a) each share of capital stock of the Terminating Company issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and cease to exist, without consideration;

(b) any holder of a certificate representing any such cancelled and retired shares of capital stock the Terminating Company, or each person listed on the share transfer books of the Terminating Company as owning any shares of capital stock, will cease to have any rights with respect to such cancelled and retired shares;

(c) the outstanding shares of the Company shall remain outstanding and are not affected by the Merger.

1.4. ARTICLES OF INCORPORATION AND BY-LAWS. The Articles of Incorporation of the Company in effect at the Effective Time shall continue to be the Articles of Incorporation of the Company following the Merger until altered, amended or repealed as provided therein or by applicable law. The By-Laws of the Company in effect at the Effective Time shall continue to be the By-Laws of the Company following the Merger until altered, amended or repealed as provided therein or by applicable law.

**ARTICLE II
MISCELLANEOUS**

2.1. AMENDMENT. At any time prior to the Effective Time, the Company and the Terminating Company, to the extent permitted by the California Code and the Florida Act, by written agreement, may amend, modify or supplement any provision of this Agreement.

2.2. ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Company and the Terminating Company with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.3. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.4. PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.5. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but both of which will constitute one and the same agreement, and will become effective when each counterpart has been signed by each party and delivered to the other party.

2.6. FURTHER ASSURANCES. The Terminating Company hereby agrees from time to time, as and when requested by the Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such documents, deeds and instruments and to take or cause to be taken such further or other action as the Company may deem necessary or desirable in order to vest in and confirm to the Company title to and possession of any property of the Terminating Company acquired or to be acquired by reason of or as a result of the Merger provided for herein and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the Terminating Company are fully authorized in the name of Terminating Company or otherwise to take any and all such action.

[signature page follows]

IN WITNESS WHEREOF, each of undersigned have caused this Agreement and Plan of Merger to be executed on its behalf by its respective officer thereunto duly authorized, as of the date set forth above.

NCH MANAGEMENT SYSTEMS, INC.

By: 

Name: Joseph M. Perez

Title: President

By: 

Name: Maxwell Mishkin

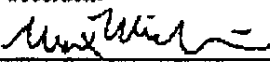
Title: Secretary

NEW CENTURY INFUSION SOLUTIONS, INC.

By: 

Name: Joseph M. Perez

Title: President

By: 

Name: Maxwell Mishkin

Title: Secretary