

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

2006 MAR 21 A 10:25

Note: Please print this page and use it as a cover sheet. Type the tax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000024051 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 205-0380

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : 120000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

MERGER OR SHARE EXCHANGE

MEDICAL WIND DOWN HOLDINGS III, INC.

Certificate of Status	0
Certified Copy	0
Page Count	12
Estimated Charge	\$87.50

AL

\$60.00

Electronic Filing Menu

Corporate Filing Menu

Help

RECEIVED
06 MAR 21 AM 8:00
DIVISION OF CORPORATIONS



H 06000024051-3

FILED

2006 MAR 21 A 10:25

SECRET
DEPARTMENT OF STATE
TREASURER, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1709, 608.4142, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Medical Wind Down Holdings VII, LLC	FL	LLC
477 Commerce Blvd.		
Oldsmar, FL 34677		

Florida Document/Registration Number: L00000015930	FBI Number: N/AE
2. Medical Wind Down Holdings III, Inc.	DE
4750 118th Avenue North	Corporation
Clearwater, FL 33762	

Florida Document/Registration Number: F83000004164	FBI Number: 741941367
3.	

Florida Document/Registration Number:	FBI Number:
4.	

Florida Document/Registration Number:	FBI Number:
(Attach additional sheet(s) if necessary)	

H 06000024051-3

W 06000024051-3

FILED

2006 MAR 21 A 10:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Name and Street Address	Jurisdiction	Entity Type
Medical Wind Down Holdings III, Inc.	DE	Corporation
4750 118th Avenue North		
Clearwater, FL 33762		

Florida Document/Registration Number: _____ FEI Number: _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

H 06000024051-3

H 06000024051-3

FILED

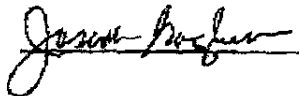
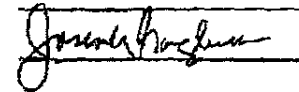
2008 MAR 21 A 10: 25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA**NINTH:** The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.**ELEVENTH: SIGNATURES FOR EACH PARTY:***(Note: Please see instructions for required signatures.)*Name of EntitySignature(s)Typed or Printed Name of IndividualMedical Wind Down Holdings VIII, LLCJoseph Gagliardifor JG Solutions LLC.Plan AdministratorMedical Wind Down Holdings III, Inc.Joseph Gagliardifor JG Solutions LLC, itsPlan Administrator

(Attach additional sheet(s) if necessary)

H 06000024051-3

W 06000024051#3
FILED

2006 MAR 21 10:25

REQUIRED SIGNATURES FOR EACH ENTITY TYPE:

<u>All Corporations:</u>	Signature of Chairman, Vice Chairman, President or any officer.
<u>All General Partnerships:</u>	Signatures of two partners.
<u>All Domestic Limited Partnerships:</u>	Signatures of all general partners.
<u>All Non-Florida Limited Partnerships:</u>	Signature of one general partner.
<u>All Limited Liability Companies:</u>	Signature of a member or authorized representative of a member.
<u>All Other Business Entities:</u>	In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILING FEES:

For each Limited Partnership:	\$52.50 (if merger filed pursuant to s. 608.4382, \$25.00)
For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each General Partnership:	\$25.00
All Others:	No Charge

W 06000024051#3

H 06000024051 7

FILED

2006 MAR 21 A 10:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

Name

Jurisdiction

Please see attached Plan & Agreement of Merger.

SECOND: The exact name and jurisdiction of the surviving party are as follows:

Name

Jurisdiction

THIRD: The terms and conditions of the merger are as follows:

(Attach additional sheet(s) if necessary)

H 06000024051-7

H 06000024051-3

FILED

2006 MAR 21 A 10:25

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part into cash or other property are as follows:

- B. The manner and basis of converting ~~rights to acquire~~ interests, shares, obligations or other securities of each merged party into ~~rights to acquire~~ interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)/managing members are as follows:

H 06000024051-3

W 06000024051-3

FILED

2006 MAR 21 A 10:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

EIGHTH: Other provisions, if any, relating to the merger:

(Attach additional sheet(s) if necessary)

W 06000024051-3

FILED

2006 MAR 21 A 10: 25

AGREEMENT AND PLAN OF MERGER
OF
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MEDICAL WIND DOWN HOLDINGS VIII, LLC

AND

MEDICAL WIND DOWN HOLDINGS III, INC.

AGREEMENT AND PLAN OF MERGER, dated as of December 23, 2005 (this "Agreement"), by and between Medical Wind Down Holdings VIII, LLC, a Florida limited liability company ("Holdings VIII"), and Medical Wind Down Holdings III, Inc., a Delaware corporation ("Holdings III"), made pursuant to § 601.4381 of the Florida Statutes (the "Florida Statutes") and §§ 264 and 303 of the Delaware General Corporation Law (the "DGCL").

WITNESSETH:

WHEREAS, Holdings VIII is a limited liability company duly organized under the laws of the State of Florida; and

WHEREAS, Holdings III is a corporation duly organized under the laws of the State of Delaware; and

WHEREAS, both Holdings III and Holdings VIII were debtors in bankruptcy proceedings pursuant to the Federal Bankruptcy Code, 11 U.S.C. §§ 101 et seq.; and

WHEREAS, pursuant to a plan of reorganization under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, entitled the First Amended Chapter 11 Plan For Medical Wind Down Holdings I, Inc., et al. (aka/ Maxxim Medical Group, Inc., et al.) As Modified, which plan was confirmed by the United States Bankruptcy Court for the District of Delaware on May 24, 2004 (the "Plan of Reorganization"), all of Holdings VIII's membership interests have been cancelled; and JG Solutions LLC, a Florida limited liability company (the "Plan Administrator"), succeeded to such powers as would have been applicable to Holdings III's officers, directors and shareholders and Holdings VIII's members and managers; and

WHEREAS, prior to the effectiveness of the Plan of Reorganization and the cancellation of Holdings VIII's membership interests, Holdings III was the sole member of Holdings VIII; and

WHEREAS, the Plan Administrator (i) has determined that it is advisable and in the best interests of Holdings VIII to merge with and into Holdings III upon the terms and subject to the conditions herein provided, and (ii) has approved the Merger (as defined below)

W 0600002405123

FILED

2006 MAR 21 A 10:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

and approved and adopted this Agreement and authorized the execution and delivery of this Agreement; and

WHEREAS, the Plan Administrator (I) has determined that it is advisable and in the best interests of Holdings III that Holdings VIII merge with and into Holdings III upon the terms and subject to the conditions herein provided, and (II) has approved the Merger (as defined below) and approved and adopted this Agreement and authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree as follows:

ARTICLE 1: Membership Interests and Ownership. Prior to effectiveness of the Plan of Reorganization and the cancellation of Holdings VIII's membership interests, Holdings III was the sole member of Holdings VIII.

ARTICLE 2: Merger. Upon the filing of Articles of Merger with the Secretary of State of the State of Florida and a Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time"), Holdings VIII shall be merged (the "Merger") with and into Holdings III, and Holdings III shall be the entity surviving the Merger (hereinafter referred to as the "Surviving Entity").

ARTICLE 3: Governing Document, Directors and Officers.

(a) The Certificate of Incorporation of Holdings III, as in effect immediately before the Effective Time, shall be the Certificate of Incorporation of the Surviving Entity until thereafter amended as provided by law and such Certificate of Incorporation.

(b) The Plan Administrator shall hold such powers as would have been the powers of the board of directors and the officers of the Surviving Entity.

ARTICLE 4: Name. The name of the Surviving Entity shall be: "Medical Wind Down Holdings III, Inc."

ARTICLE 5: Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Florida Statutes and the DGCL, as applicable. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Holdings VIII and Holdings III shall vest in the Surviving Entity, and all debts, liabilities and duties of Holdings VIII and Holdings III shall become the debts, liabilities and duties of the Surviving Entity, all such matters to be subject to the provisions of the Plan of Reorganization.

ARTICLE 6: Effect of Merger on Stock of Holdings III. The Merger shall have no effect on the capital stock of Holdings III.

ARTICLE 7: Approval. This Agreement has been submitted to the Plan Administrator for its approval or rejection in the manner prescribed by the provisions of the Plan.

W 0600002405123

W 06000024051-3

FILED

pursuant to § 60.4381 of the Florida Statutes and § 303 of the DGCL. The Plan Administrator has approved the Merger and this Agreement and adopted this Agreement.

2006 MAR 21 A 10:25

ARTICLE 8: Further Assurances. Authorization. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of either of Holdings VIII or Holdings III acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the Plan Administrator shall be authorized to execute and deliver, in the name and on behalf of either Holdings VIII or Holdings III, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of such entities, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out this Agreement.

SECRETARY OF STATE
FLORIDA

ARTICLE 9: Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within such State. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of any Delaware state court, or federal court of the United States of America, sitting within the State of Delaware, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment relating thereto.

[The remainder of page intentionally left blank.]

W 06000024051-3

H 0600002405123

FILED

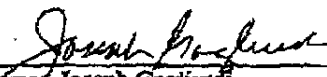
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the date first above written.

2006 MAR 21 A 10:25

**MEDICAL WIND DOWN HOLDINGS VII,
LLC, a Florida limited liability company**

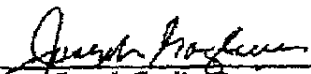
By: **JG SOLUTIONS LLC**
its Plan Administrator

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By: 
Name: Joseph Gagliardi
Title: President of JG Solutions LLC

**MEDICAL WIND DOWN HOLDINGS III,
INC., a Delaware corporation**

By: **JG SOLUTIONS LLC**
its Plan Administrator

By: 
Name: Joseph Gagliardi
Title: President of JG Solutions LLC

H 0600002405123