

G36074

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

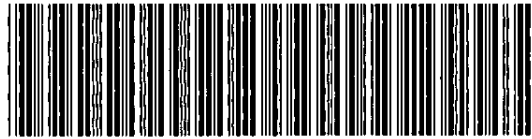
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2017 MAR 31 AM 9:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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2017 MAR 31 AM 10:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

APR 03 2017

ALBRITTON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 577816 4392992

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : March 30, 2017

ORDER TIME : 9:37 AM

ORDER NO. : 577816-065

CUSTOMER NO: 4392992

ARTICLES OF MERGER

LINEAR HOLDINGS, INC.

INTO

MCKESSON MEDICAL-SURGICAL
TOP HOLDINGS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS:

10

FL-Limon → RP

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: McKesson Medical-Surgical Top Holdings 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:

Contact Person

Firm/Company

Address

City/State and Zip Code

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

For further information concerning this matter, please call:

Name of Contact Person

At ()

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

10841361

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, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
McKesson Medical-Surgical Top Holdings Inc.	FL	G36074

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Linear Holdings, Inc.	DE	

2017 MAR 31 AM 9:35
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TALLAHASSEE, FLORIDA

FILED

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 / 31 / 2017 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 March 31 2017.

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 March 31 2017.

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)

Seventh: SIGNATURES FOR EACH CORPORATION

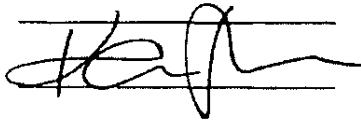
Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

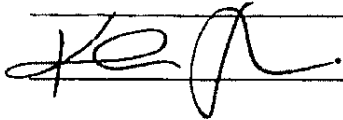
McKesson Medical-Surgical

Top Holdings, Inc.



Karen Pineda, Assistant Secretary

Linear Holdings, Inc.



Karen Pineda, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated March 31, 2017, (the "Agreement"), is entered into by and between Linear Holdings, Inc. a Delaware corporation ("Merging Corporation"), and McKesson Medical-Surgical Top Holdings Inc., a Florida corporation and sole shareholder of Merging Corporation ("Surviving Corporation").

BACKGROUND

WHEREAS, the Surviving Corporation desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Merging Corporation by means of a merger of Merging Corporation with and into the Surviving Corporation; and

WHEREAS, the Board of Directors of each of Merging Corporation and Surviving Corporation believe it is in the best interests of Merging Corporation and Surviving Corporation to consummate the merger of Merging Corporation with and into Surviving Corporation under and pursuant to the provisions of this Agreement, the Delaware General Corporation Law of the State of Delaware, and the Florida Corporations Law (the "FCL").

TERMS

In consideration of the mutual agreements contained in this Agreement, the parties agree on the terms as set forth below.

1. Merger. Subject to the requisite approval of the Merging Corporation's shareholder, Merging Corporation shall be merged with and into Surviving Corporation (the "Merger").
2. Effective Time. The Merger shall become effective immediately upon the filing of a certificate of merger with the Secretary of State of the State of Florida in accordance with the FCL or at such later time as is specified in the certificate of merger (the "Effective Time"). Subsequent to the Florida filing will be the filing of a Certified Copy of the Florida Certificate of Merger in the Delaware Secretary of State's office.
3. Surviving Entity. Surviving Corporation shall be the surviving entity of the Merger (the "Surviving Entity") and shall continue to be governed by the laws of the State of Florida. At the Effective Time, the separate legal existence of Merging Corporation shall cease.
4. Certificate of Incorporation. The Certificate of Incorporation of Surviving Corporation as it exists at the Effective Time shall be the Certificate of Incorporation of Surviving Entity immediately following the Effective Time, unless and until the same shall thereafter be amended or repealed in accordance with the FCL.
5. Bylaws. The Bylaws of Surviving Corporation (the "Bylaws") as they exist at the Effective Time shall be the Bylaws of the Surviving Entity immediately following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions of such Bylaws and the FCL.
6. Officers and Directors. The officers and directors of Surviving Corporation immediately prior to the Effective Time shall be the officers and directors of the Surviving Entity immediately following the Effective Time, and such persons shall serve in such offices for the terms

provided by law or in the Bylaws of Surviving Corporation, or until their respective successors are elected and qualified.

7. Survival of Surviving Corporation Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of capital stock of Surviving Corporation shall remain unchanged and continue to remain outstanding as a share of capital stock of such class or series of capital stock of the Surviving Entity, held by the person who was the holder of such capital stock immediately prior to the Merger.

8. Cancellation of Merging Corporation Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of capital stock of Merging Corporation shall be canceled and no consideration shall be issued in respect thereof.

9. Transfer, Conveyance and Assumption. At the Effective Time, Surviving Corporation shall continue in existence as the Surviving Entity, and without further transfer, succeed to and possess all of the rights, privileges and powers of Merging Corporation, and all of the assets and property of whatever kind and character of Merging Corporation shall vest in Surviving Corporation without further act or deed; thereafter, Surviving Corporation, as the Surviving Entity, shall be liable for all of the liabilities and obligations of Merging Corporation, and any claim or judgment against Merging Corporation may be enforced against Surviving Corporation, as the Surviving Entity, in accordance with the provisions of the FCL.

10. Amendment. The parties to this Agreement may amend this Agreement at any time prior to the Effective Time; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of the Merging Corporation shall not change any terms or conditions of this Agreement if such change would have a materially adverse effect on either party to this Agreement.

11. Registered Office. The registered office of Surviving Corporation in the State of Florida is located at 1201 Hays St, Tallahassee, FL 32301, and the name of the registered agent of Surviving Corporation at such address is Corporation Service Company.

12. Inspection of Agreement. Executed copies of this Agreement will be on file at the principal place of business of Surviving Corporation at 4345 Southpoint Blvd., Jacksonville, Florida 32216. A copy of this Agreement shall be furnished by Surviving Corporation, on request and without cost, to any shareholder of either Merging Corporation or Surviving Corporation.

13. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time: (a) by mutual written consent of Surviving Corporation and Merging Corporation; or (b) by either Surviving Corporation or Merging Corporation if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining Surviving Corporation or Merging Corporation from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable. If this Agreement is terminated pursuant to the preceding sentence, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

14. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of Merging Corporation, or otherwise to carry out the provisions hereof, the proper representatives of Merging Corporation as of immediately prior to the Effective Time shall execute and deliver any and all proper deeds, assignments,

and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

15. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

16. Service of Process. On and after the Effective Time, Surviving Corporation agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of Merging Corporation or Surviving Corporation arising from the Merger.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

18. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger, has caused this Agreement and Plan of Merger, to be executed as of the date first written above.

LINEAR HOLDINGS, INC., a Delaware corporation

By: Karen Pineda
Name: Karen Pineda
Title: Assistant Secretary

MCKESSON MEDICAL-SURGICAL TOP
HOLDINGS INC., a Florida corporation

By: Karen Pineda
Name: Karen Pineda
Title: Assistant Secretary

[Signature Page to Agreement and Plan of Merger of Linear Holdings, Inc. and McKesson Medical-Surgical Top Holdings Inc.]