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Division of Corporations

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**MERGER OR SHARE EXCHANGE
NIPRO HEALTHCARE SYSTEMS, LLC**

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EXAMINER

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ARTICLES OF MERGER
OF
NIPRO DIABETES SYSTEMS, INC.
WITH AND INTO
NIPRO HEALTHCARE SYSTEMS, LLC

Pursuant to the provisions of Sections 607.1109 of the Florida Business Corporation Act and 608.4382 of the Florida Limited Liability Company Act, the undersigned hereby certify that:

1. Nipro Diabetes Systems, Inc., a Florida corporation (the "Constituent Corporation") shall be merged with and into Nipro Healthcare Systems, LLC, a Florida limited liability company (the "Surviving Company"), which shall be the surviving company (the "Merger").

2. The Agreement and Plan of Merger, dated as of March 31, 2011, pursuant to which the Merger was approved, was executed and adopted by the Constituent Corporation and the Surviving Company in accordance with Section 607.1108 of the Florida Business Corporation Act and Section 608.4381 of the Florida Limited Liability Company Act, and approved by the sole shareholder of the Constituent Corporation and the sole member of the Surviving Company by respective written consents, each dated as of March 31, 2011, and is attached hereto as Exhibit A.

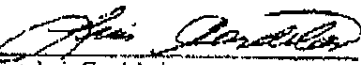
3. The address of the principal office of the Surviving Company is 2400 N.W. 55th Court, Fort Lauderdale, FL 33309. A copy of the Agreement and Plan of Merger is on file at the principal office of the Surviving Company and will be furnished by the Surviving Company, on request and without cost, to any member of the Surviving Company and to any shareholder of the Constituent Corporation.

4. The Articles of Organization of the Surviving Company as in effect on the Effective Date shall remain in effect and be the Articles of Organization of the Surviving Company following the Merger.

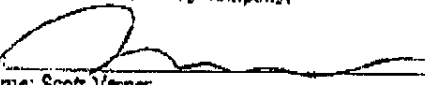
5. The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida (the "Effective Date").

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Constituent Corporation and the Surviving Company by their respective authorized officer and authorized person as of the date first above written.

NIPRO DIABETES SYSTEMS, INC.,
a Florida corporation

By: 
Name: Luis Candelario
Title: President

NIPRO HEALTHCARE SYSTEMS, LLC,
a Florida limited liability company,

By: 
Name: Scott Verner
Title: President

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Exhibit A

**AGREEMENT AND PLAN OF MERGER
OF
NIPRO DIABETES SYSTEMS, INC.
AND
NIPRO HEALTHCARE SYSTEMS, LLC**

This Agreement and Plan of Merger (this "Plan of Merger") dated as of March 31, 2011 is made by and between Nipro Diabetes Systems, Inc., a Florida corporation (the "Constituent Corporation") and Nipro Healthcare Systems, LLC, a Florida limited liability company (the "Company" or the "Surviving Company"), pursuant to the provisions of the Florida Business Corporation Act and the Florida Limited Liability Company Act.

WITNESSETH:

WHEREAS, the Company is wholly owned by Nipro Diagnostics, Inc. ("NDI"), a Delaware corporation, which is a wholly-owned subsidiary of Nipro Corporation ("Parent"). The Constituent Corporation is also a wholly-owned subsidiary of Parent; and

WHEREAS, the Company is disregarded as an entity separate from NDI for U.S. federal income tax purposes; and

WHEREAS, the Company and the Constituent Corporation desire to effect a merger which the Constituent Corporation merges with and into the Company; and

WHEREAS, Sections 607.1108 of the Florida Business Corporation Act ("FBCA") and 608.438 of the Florida Limited Liability Company Act ("FLLLCA") authorize the merger of a corporation into a limited liability company; and

WHEREAS, the Constituent Corporation filed its Articles of Incorporation with the Secretary of State of the State of Florida on October 25, 1999; and

WHEREAS, the Surviving Company filed its Articles of Organization with the Secretary of State of the State of Florida on March 21, 2011; and

WHEREAS, Parent, the Company, and the Constituent Corporation intend that the merger of the Constituent Corporation with and into the Company pursuant hereto constitute a tax-free reorganization within the meaning of section 368(a) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and that this Plan of Merger constitutes a "plan of reorganization" for purposes of the Code.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, and intending to be legally bound, the Company and the Constituent Corporation hereby agree as follows:

1. **MERGER**. Subject to the terms and conditions of this Plan of Merger, at the Effective Time (as defined below), the Constituent Corporation shall be merged with and into the Company, which shall be the surviving entity (the "Merger") and the separate existence of the Constituent Corporation shall cease. The Company shall continue unaffected and unimpaired by the Merger and shall possess and

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retain every interest of the Constituent Corporation in all assets and properties of every description and wherever located. The rights, privileges, immunities, powers, franchises, and authority, public as well as private, of the Constituent Corporation shall be vested in the Surviving Company without further act. All obligations due to the Constituent Corporation shall be vested in the Surviving Company without further act. The Surviving Company shall be liable for all of the obligations of the Constituent Corporation existing as of the Effective Time.

2. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT. Subject to the terms and conditions of this Agreement and Plan of Merger, from and after the Effective Time, the Articles of Organization of the Company in effect immediately prior to the Effective Time, shall remain the Articles of Organization of the Surviving Company, and the Operating Agreement of the Company in effect immediately prior to the Effective Time shall remain the Operating Agreement of the Surviving Company, in each case unless and until amended in accordance with their terms and applicable law.

4. MANAGERS AND OFFICERS. From and after the Effective Time, the Managers of the Company immediately prior to the Effective Time shall be the Managers of the Surviving Company. The Managers and Officers of the Company and their business addresses are as follows:

Scott Verner, President, 2400 N.W. 55th Court, Fort Lauderdale, FL 33309

Goichi Miyazumi, Vice President, 3150 N.W. 107th Avenue, Miami, FL 33309

Jennifer Swanson, Vice President of Accounting and Secretary, 2400 N.W. 55th Court, Fort Lauderdale, FL 33309

5. MANNER AND BASIS OF CONVERTING SHARES. Subject to the terms and conditions of this Plan of Merger, at the Effective Time, (i) each share of common stock of the Constituent Corporation issued and outstanding immediately prior to the Effective Time shall be cancelled and (ii) all of the membership interests of the Company outstanding immediately prior to the Effective Time shall remain outstanding and shall constitute the only membership interests of the Surviving Company outstanding immediately after the Effective Time.

6. FIRPTA DOCUMENTATION. At the Effective Time, the Constituent Corporation shall deliver to Parent a properly executed statement conforming to the requirements of Treasury Regulation Sections 1.897-2(h)(1) and 1.445-2(c)(3), and the Constituent Corporation further agrees to deliver, or authorizes the Company to deliver, a Notice to the Internal Revenue Service required pursuant to Treasury Regulation Section 1.897-2(h)(2) in a form acceptable to the Company.

7. FURTHER ASSIGNMENT OR ASSURANCE. If at any time the Company, as the Surviving Company, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Agreement and Plan of Merger, the proper representatives of the Constituent Corporation as of the Effective Time shall do all things necessary or proper to do so.

8. EFFECTIVE TIME. The Merger shall become effective on the day and time that the Articles of Merger are filed with the Secretary of State of the State of Florida.

9. TERMINATION AND AMENDMENT. Anything in this Agreement and Plan of Merger or elsewhere to the contrary notwithstanding, this Plan of Merger and the Merger contemplated hereby may be abandoned either by the Constituent Corporation or the Company, by an appropriate act of a duly authorized representative thereof, at any time prior to the Effective Time. This Agreement and

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Plan of Merger may be amended in any respect by the mutual agreement of the Company and the Constituent Corporation.

10. ADDITIONAL AGREEMENTS. The proper officers of each of the Constituent Corporation and the Surviving Company, respectively, are duly authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instructions, papers, and documents, that shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger.


11. DESCRIPTIVE HEADINGS. The descriptive section headings contained herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, the Constituent Corporation and the Company have caused this Agreement and Plan of Merger to be signed by their respective authorized officers as of the date first written above.

NIPRO DIABETES SYSTEMS, INC.,
a Florida corporation

By: 
Name: Luis Candolario
Title: President

NIPRO HEALTHCARE SYSTEMS, LLC,
a Florida limited liability company

By: 
Name: Scott Verner
Title: President

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