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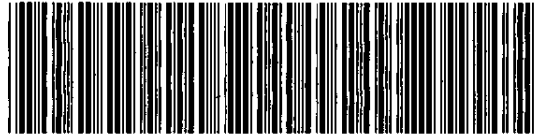
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EFFECTIVE DATE
4-15-09

2009 MAR 24 AM 8:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Mayer

SG

3-26-09

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Micro-Med Industries, 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:

Robin C. Friedman

(Contact Person)

Johnson and Colmar

(Firm/Company)

300 S. Wacker Dr., Ste. 1000

(Address)

Chicago, IL 60606

(City/State and Zip Code)

For further information concerning this matter, please call:

Robin C. Friedman

(Name of Contact Person)

At (312) 922-1980

(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

ARTICLES OF MERGER
(Profit Corporations)

EFFECTIVE DATE
4/15/09

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)
<u>Micro-Med Industries, Inc.</u>	<u>Florida</u>	<u>P02000124060</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Micro-Med of Georgia, Inc.</u>	<u>Georgia</u>	<u>K718380</u>
<u>Micro-Med of North Carolina, Inc.</u>	<u>North Carolina</u>	<u>0476009</u>
<u>Micro-Med of Tennessee, Inc.</u>	<u>Tennessee</u>	<u>0381296</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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 04 / 15 / 2009 (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.)

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 February 11, 2009 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 February 11, 2009 and shareholder approval was not required.


(Attach additional sheets if necessary)

FILED
2009 MAR 24 AM 8:39
TALLAHASSEE
SECRETARY OF STATE
FLORIDA

Name of Corporation

Typed or Printed Name of Individual & Title

Micro-Med Industries, Inc.



Frank J.M. ten Brink, Vice President

Micro-Med of Georgia, Inc.

[Handwritten signature]

Frank J.M. ten Brink, Vice President

Micro-Med of North Carolina, Inc.

[Handwritten signature]

Frank J.M. ten Brink, Vice President

Micro-Med of Tennessee, Inc.

[Handwritten signature]

Frank J.M. ten Brink, Vice President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of March 15, 2009 by and between Micro-Med Industries, Inc., a Florida corporation ("Micro-Med"), and Micro-Med of Georgia, Inc, a Georgia corporation, Micro-Med of North Carolina, Inc., a North Carolina corporation, and Micro-Med of Tennessee, a Tennessee corporation (collectively, the "Merger Subsidiaries"), (and, collectively with Micro-Med, the "Constituent Corporations").

WITNESSETH:

WHEREAS Micro-Med owns all of the issued and outstanding shares of each of the Merger Subsidiaries;

WHEREAS the Board of Directors of each Constituent Corporation has adopted this Merger Agreement and determined that it is desirable and to the benefit and welfare of its respective corporation that each be merged with and into Micro-Med under and pursuant to the applicable provisions of their respective states of incorporation (the "Merger");

NOW, THEREFORE, the parties agree as follows:

ARTICLE I **THE MERGER**

1.1 The Merger. Upon the terms and subject to the conditions hereof and in accordance with the laws of their respective states of incorporation, the Merger Subsidiaries shall be merged with and into Micro-Med (hereinafter sometimes called the "Surviving Corporation") at the Effective Time (as hereinafter defined). Following the Merger, the separate corporate existence of each of the Merger Subsidiaries shall cease, and Micro-Med shall continue as the Surviving Corporation and shall succeed to and assume all the rights and obligations of the Merger Subsidiaries in accordance with this Merger Agreement and the laws of their respective states of incorporation.

1.2 Effective Time. The parties hereto shall cause the Merger to be consummated by filing Articles of Merger with respect thereto with the Secretary of State or other appropriate authority of each of their respective states of incorporation (the "Articles of Merger"). When used in this Merger Agreement, the term "Effective Time" shall mean the date the Merger becomes effective as of the date provided for in such filings and in accordance with the laws of their respective states of incorporation.

1.3 Effects of the Merger. At the Effective Time, except as otherwise provided herein, all of the property, rights, privileges, powers and franchises of the Constituent Corporations shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Constituent Corporations shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Name; Articles; By-Laws; and Directors and Officers. As of the Effective Time, (a) the name of the Surviving Corporation shall be "Micro-Med Industries, Inc."; (b) the Articles of Incorporation of Micro-Med as then in effect shall be the Articles of Incorporation of the Surviving Corporation; (c) the By-Laws of Micro-Med as then in effect shall be the By-Laws of the Surviving Corporation; and (d) the directors and officers of Micro-Med then in office shall be the directors and officers of the Surviving Corporation.

1.5 Effect of Merger on Shares of Merger Subsidiaries. Each share of the Merger Subsidiaries issued and outstanding immediately prior to the Effective Time and owned by Micro-Med, shall, by virtue of the Merger and without any action on the part of Micro-Med, cease to be outstanding, shall be canceled and retired without payment of any consideration therefor and shall cease to exist.

1.6 Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title of interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Corporations, or (b) otherwise to carry out the purposes of this Merger Agreement, the Surviving Corporation and its proper officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Corporations, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of each of the Constituent Corporations, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such Constituent Corporation and otherwise to carry out the purposes of the Merger Agreement.

ARTICLE II **TERMINATION**

Notwithstanding the approval of this Merger Agreement by the boards of directors of each of the Constituent Corporations, this Merger Agreement may be terminated and the Merger abandoned prior to the Effective Time by the mutual agreement of each of the Constituent Corporations.

ARTICLE III **GENERAL**

3.1 Partial Invalidity. Wherever possible, each provision of this Merger Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Merger Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Merger Agreement.

3.2 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 parties hereto and regulatory approval.

3.3 Amendment. This Merger Agreement shall not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.4 Interpretation. This Merger Agreement shall be governed by the laws of the State of Florida and may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The headings of the several articles and sections herein are for convenience of reference only and shall not be a part of or affect the meaning or interpretation of this Merger Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Merger Agreement to be executed by their respective officers thereunto duly authorized.

Micro-Med Industries, Inc.



Frank J.M ten Brink, Vice President

Micro-Med of Georgia, Inc.



Frank J.M ten Brink, Vice President

Micro-Med of North Carolina, Inc.



Frank J.M ten Brink, Vice President

Micro-Med of Tennessee, Inc.



Frank J.M ten Brink, Vice President