

JUL-21-04 12:30PM FROM-AKERMAN, SENTERFITT & BIDSON, P.A. 305-374-5600 FAX-305-374-5095

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Florida Department of State
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MERGER OR SHARE EXCHANGE

BANYAN BIOMARKERS INC.

Certificate of Status	0
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JUL-21-04 12:39PM FROM-AKERMAN CENTERFIT

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**ARTICLES OF MERGER
OF
DAIMONION DIAGNOSTICS, LLC,
a Florida limited liability company,**

WITH AND INTO

**BANYAN BIOMARKERS INC.,
a Florida corporation**

July 20, 2004

*W2-5870
804-107295*

Pursuant to the provisions of Sections 607.1109 of the Florida Business Corporation Act and 608 4382 of the Florida Limited Liability Company Act, Daimonion Diagnostics, LLC, a Florida limited liability company, and Banyan Biomarkers Inc., a Florida corporation, do hereby adopt the following Articles of Merger:

1 The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

(i) Daimonion Diagnostics, LLC, a Florida limited liability company (the "Merging Company"); and

(ii) Banyan Biomarkers Inc., a Florida corporation (the "Surviving Entity").

2 The Merging Company is hereby merged with and into the Surviving Entity and the separate existence of the Merging Company shall cease. The Surviving Entity is the surviving entity in the Merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein.

3. The Agreement and Plan of Merger was unanimously approved by the managing members and the members of the Merging Company by unanimous written consent dated as of July 20, 2004, in accordance with applicable Florida law.

4 The Agreement and Plan of Merger was unanimously approved by the Board of Directors and the shareholders of the Surviving Entity by unanimous written consent dated as of July 20, 2004, in accordance with applicable Florida law.

5. The Merger shall become effective on August 1, 2004.

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The parties have caused these Articles of Merger to be executed on the date first written above.

MERGING COMPANY:

DAIMONION DIAGNOSTICS, LLC

By: KA Wang Wang
Name: KA WANG WANG
Title: Managing member

SURVIVING ENTITY:

BANYAN BIOMARKERS INC.

By: Ronald L. Hayes
Name: Ronald L. Hayes
Title: President

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EXHIBIT "A"
AGREEMENT AND PLAN OF MERGER

See Attached

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JUL-21-04 12:40PM FROM:AKERMAN SENTERFITT

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 20th day of July, 2004, by and between Daimonion Diagnostics, LLC, a Florida limited liability company (the "Merging Company"), and Banyan Biomarkers Inc., a Florida corporation (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Merging Company is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the Surviving Entity is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, pursuant to duly authorized action by the managing members and members of the Merging Company and the Board of Directors and the shareholders of the Surviving Entity, the Merging Company and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Company and the Surviving Entity hereby agree as follows:

1 MERGER. The Merging Company and the Surviving Entity agree that the Merging Company shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity of the Merger.

2 SURVIVING ENTITY. On the Effective Date (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Company shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

3 CHARTER DOCUMENTS. As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

(a) Articles of Incorporation. The Articles of Incorporation of the Surviving Entity shall continue as the Articles of Incorporation of the Surviving Entity.

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(b) **Bylaws** The Bylaws of the Surviving Entity shall continue as the Bylaws of the Surviving Entity

4. **MANNER AND BASIS OF CONVERTING SHARES.** At the Effective Time, each percent of the membership interests of the Merging Company shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into ten (10) shares of Common Stock of the Surviving Entity. At the Effective Time, all membership interests of the Merging Company outstanding immediately prior thereto shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously evidencing any such interests shall thereafter represent the right to receive, upon the surrender of such certificate to the Surviving Entity or its designated agent, certificates evidencing such shares in the Surviving Entity into which such Merging Company membership interests were converted. The holders of such certificates previously evidencing such percentage interests in the Merging Company shall cease to have any rights with respect to such membership interests except as otherwise provided herein or by law. At the Effective Time, all shares of capital stock of the Surviving Entity outstanding immediately prior thereto shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the Merging Company's managing members and members and the Surviving Entity's Board of Directors and shareholders. The proper officers of the Merging Company and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement

6. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective on August 1, 2004 (the "Effective Date").

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Company and the shareholders of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement** This Agreement constitutes the complete Agreement between the parties with respect to the subject matter hereof and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

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(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

(Signatures on next page)

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IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first above written.

MERGING COMPANY:

DAIMONION DIAGNOSTICS, LLC

By: *Ka Wang Wang*
Name: KA WANG WANG
Title: Managing Member

SURVIVING ENTITY:

BANYAN BIOMARKERS INC.

By: *Ronald L. Hagedorn*
Name: Ronald L. Hagedorn
Title: President

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