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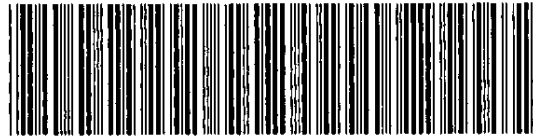
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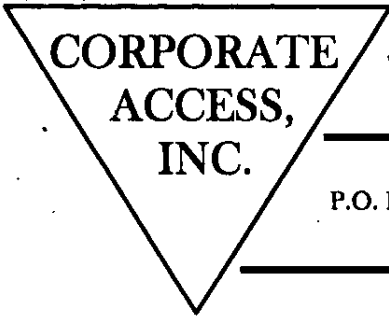
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Amend
Merger w/N.C.
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AUG 02 2010

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Merger

1. Apex Acquisition, Inc.
(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
(CORPORATE NAME AND DOCUMENT #)

6. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

Name Change w/in Merger

see attached G.S. request

ARTICLES OF MERGER
OF
APEX ACQUISITION, INC., a Florida corporation
and
APEX PERFUSION, INC., a California corporation

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 AUG -2 PM 12:17

The undersigned corporations, in accordance with the Florida Business Corporation Act, hereby adopt the following Articles of Merger.

ARTICLE I. Constituent Corporations. The names of the constituent corporations that are parties to the Merger and these Articles of Merger are APEX ACQUISITION, INC., a Florida corporation, (the "Surviving Corporation") and APEX PERFUSION, INC., a California corporation, (the "Merged Corporation").

ARTICLE II. Surviving Corporation. The corporation to survive the Merger is APEX ACQUISITION, INC. which shall change its name to APEX PERFUSION, INC., as set forth on the Articles of Amendment to the Articles of Incorporation, a copy of which is attached hereto as Exhibit "A".

ARTICLE III. Plan of Merger. A copy of the Plan of Merger is attached hereto marked Exhibit "B" and made a part hereof (the "Plan of Merger").


ARTICLE IV. Adoption. The Plan of Merger was duly adopted by the shareholders and the members of the Board of Directors of both the Surviving Corporation and the Merged Corporation by unanimous written action of even date herewith as required by the laws of the State of Florida and the State of California and no statement as to the rights of dissenting shareholders pursuant to Section 607.1103, Florida Statutes, is required.

These Articles of Merger may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together will constitute one (1) and the same instrument. The parties hereto agree that facsimile and electronically transmitted portable document format (pdf) signatures shall be deemed originals.

IN WITNESS WHEREOF, the undersigned have executed and signed these Articles of Merger this 31st day of July, 2010.

APEX ACQUISITION, INC.,
a Florida corporation

ATTEST


Ralph E. Jordan, Secretary

(CORPORATE SEAL)

By:


Ralph E. Jordan, President

APEX PERFUSION, INC.,
a California corporation

ATTEST:

[Signature]
Norman C. Worcester,
Secretary

By: [Signature]
Norman C. Worcester,
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 31st day of July, 2010 by Ralph E. Jordan, as President and Secretary of APEX ACQUISITION, INC., a Florida corporation, on behalf of the corporation.

My commission expires:



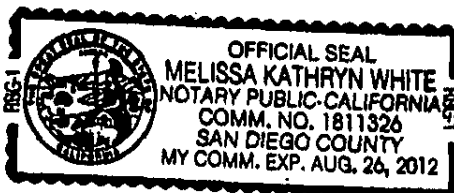
STATE OF CALIFORNIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by Norman C. Worcester, as President and Secretary of Apex Perfusion, Inc., a California corporation, on behalf of the corporation.

My commission expires: 08/26/12

Notary Public

210734



State of California
County of San Diego
On 7-29-10 before me, Melissa Kathryn White, Notary Public,
personally appeared Norman C. Worcester
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/their authorized capacity(ies),
and that by his/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature of Notary Public [Signature]

APEX PERFUSION, INC.,
a California corporation

ATTEST:

Norman C. Worcester,
Secretary

(CORPORATE SEAL)

By: _____
Norman C. Worcester,
President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 31st day of July, 2010 by Ralph E. Jordan, as President and Secretary of APEX ACQUISITION, INC., a Florida corporation, on behalf of the corporation.

My commission expires:



STATE OF CALIFORNIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by Norman C. Worcester, as President and Secretary of Apex Perfusion, Inc., a California corporation, on behalf of the corporation.

Notary Public

My commission expires:

210734

PLAN OF MERGER

This PLAN OF MERGER (the "Agreement"), is made and entered into as of the 31st day of July, 2010 by and between APEX ACQUISITION, INC., a Florida corporation (the "Surviving Corporation") and APEX PERFUSION, INC., a California corporation (the "Merged Corporation").

Recitals

A. The Surviving Corporation and the Merged Corporation desire to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended, (the "Code") for the purpose of qualifying such asset acquisition as a reorganization pursuant to the provisions of Sections 368(a)(1)(A) and 368(a)(2)(D) of such Code by effecting a merger pursuant to Florida and California law.

B. The Surviving Corporation desires to merge and combine with the Merged Corporation in order to expand its business, further its corporate purpose, and achieve administrative efficiencies.

NOW, THEREFORE, for and in consideration of the recitals and the representations, warranties, covenants, agreements and undertakings hereinafter set forth, the parties agree to the following Plan of Merger and Reorganization:

1. Plan of Merger. On the Effective Date (as defined in Section 4 below) APEX PERFUSION, INC., a California corporation, shall merge with and into APEX ACQUISITION, INC., a Florida corporation, in accordance with the merger laws of the States of Florida and California. APEX ACQUISITION, INC., a Florida corporation, shall continue to exist under the laws of the State of Florida as the Surviving Corporation and the separate existence of APEX PERFUSION, INC., a California corporation shall terminate on the Effective Date of the Merger.

2. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation and shall not be changed by virtue of the Merger, EXCEPT THAT the name of the Surviving Corporation shall be changed to APEX PERFUSION, INC.

3. Bylaws. The Bylaws of the Surviving Corporation in effect on the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until amended in accordance with law, or as specified in the Articles of Incorporation or Bylaws of the Surviving Corporation.

4. Effective Date of the Merger. The date the Merger shall become effective (the "Effective Date") shall be the date the Articles of Merger has been duly filed with the Secretary of State of Florida.

5. Effect of Merger. On the Effective Date of the Merger the separate existence of the Merged Corporation shall cease. As provided by the Florida Business Corporation Act, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises of a public, as well as of a private nature, of the Merged Corporation and be subject to all the restrictions, disabilities and duties of each such corporation; and all property, real, personal and mixed, and all debts due on whatsoever account, including all subscription to shares, and all other choses in action, and all and every interest, of or belonging to or due to the Merged Corporation shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate or any interest therein, vested in the Merged Corporation shall not revert or in any way be impaired by reason of such Merger. The Surviving Corporation shall henceforth be responsible and liable for all liabilities and obligations of the Merged Corporation; and any claim existing or action or proceeding pending by or against the Merged Corporation may be prosecuted as if such Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Merged Corporation shall be impaired by such Merger.

6. Exchange of Shares. On the Effective Date of the Merger, each share of common stock of the Merged Corporation issued and outstanding immediately prior to the effective time of the Merger shall be converted into the right to receive the per share merger consideration in cash and up to thirty-six (36) shares of stock of TRIDENT HEALTH RESOURCES, INC., a Florida corporation that is the sole shareholder of the Surviving Corporation (the "Parent Stock") subject to certain conditions set forth in the Merger Agreement dated July 6, 2010 and such shares of capital stock of the Merged Corporation shall no longer be outstanding and shall be cancelled and retired and shall cease to exist, and any certificate formerly representing any of such shares of stock of the Merged Corporation shall thereafter represent only the right to receive the appropriate portion of the merger consideration in cash and the Parent Stock. The issued shares of the Surviving Corporation shall not be converted or exchanged in any manner, but each said share of stock of the Surviving Corporation which is issued as of the Effective Date of the Merger shall continue to represent one issued share of the Surviving Corporation.

7. Joint Representations of the Parties. Each of the parties represents and warrants that it will treat this transaction as a reorganization pursuant to the provisions of Sections 368(a)(1)(A) and 368(a)(2)(D) of the Code and each of the parties represents and warrants that it will file its tax returns in such a manner so as to reflect this transaction as a reorganization pursuant to said provisions of the Internal Revenue Code.

8. Counterparts. This Plan of Merger may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together will constitute one (1) and the same instrument. The parties hereto agree that facsimile and electronically transmitted portable document format (pdf) signatures shall be deemed originals.

9. Further Assurances. If, at any time, the officers of the Surviving Corporation shall determine that additional conveyances, documents, or other actions are necessary to carry out the provisions of this Plan of Merger, the officers and directors of the Merged Corporations as of the Effective Date of the Merger shall execute such conveyances, or documents or take such actions.

10. Amendment/Abandonment of Plan. The sole Shareholder of the Surviving Corporation has authorized the Board of Directors of the Surviving Corporation to amend this Plan of Merger or abandon the Merger, prior to the Effective Date of the Merger, without further action of the Shareholder. The sole Shareholder of the Merging Corporation has authorized the Board of Directors of the Merging Corporation to amend this Plan of Merger or abandon the Merger, prior to the Effective Date of the Merger, without further action of the Shareholder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

Tham B. Lim

Kooley McShane

Norman C. Worcester
Darcie Pearson

APEX ACQUISITION, INC.,
a Florida corporation

By: Ralph E. Jordan
Ralph E. Jordan, President

APEX PERFUSION, INC.,
a California corporation

By: Norman C. Worcester
Norman C. Worcester,
President

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
APEX ACQUISITION, INC.

The undersigned corporation, in accordance with the Florida Business Corporation Act and its Bylaws, hereby adopts the following Articles of Amendment:

1. The name of the corporation is APEX ACQUISITION, INC.
2. Article I of this corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE I
NAME

The name of this corporation is APEX PERFUSION, INC."

3. This Amendment has been adopted by unanimous Written Action of the sole Director and sole Shareholder of the Corporation on July 31st, 2010, which vote is sufficient for approval.

IN WITNESS WHEREOF, the undersigned have executed and signed these Articles of Amendment on behalf of the corporation this 31st day of July, 2010.

APEX ACQUISITION, INC.

By: 

Ralph E. Jordan, President

(CORPORATE SEAL)

