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**DATE: 12/27/19**

**NAME: NIPRO MEDICAL CORPORATION**

**TYPE OF FILING: MERGER**

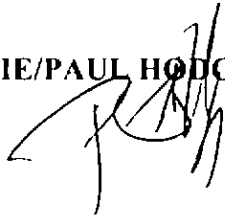
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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**



## Articles of Merger

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act.

### First:

The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known / applicable)
Nipro Medical Corporation	Florida	

### Second:

The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known / applicable)
Goodman USA, Inc.	California	

### Third:

The laws of the state or country under which each corporation that is a party to this merger is incorporated permits such merger.

### Fourth:

The Agreement and Plan of Merger is attached.

### Fifth:

The merger shall become effective at 12:01 a.m. on January 1, 2020.

### Sixth:

The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on December 27, 2019.

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**Seventh:**

The Agreement and Plan of Merger was adopted by the shareholders of the merging corporation on December 27, 2019.

**Eighth:**

It is agreed that, upon the merger becoming effective, the surviving corporation:

- a. Appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the merging Florida corporation; and
- b. Agrees to promptly pay to the dissenting shareholders of the merging Florida the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders.

[remainder of page intentionally left blank]

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**Ninth:**

The undersigned corporation has caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

Dated: December 27, 2019.

Nipro Medical Corporation

By: *Goichi Miyazumi*  
Name: Goichi Miyazumi  
Title: President

Dated: December 27, 2019.

Goodman USA, Inc.

By: *T.D. H.*  
Name: Tonhisa Hunda  
Title: CEO

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is dated December 27, 2019 by and between Nipro Medical Corporation, a Florida corporation (the "**Acquiror**"), and Goodman USA, Inc., a California corporation (the "**Company**" and, collectively with the Acquiror, the "**Parties**").

### RECITALS

**WHEREAS**, the Acquiror and the Company are each wholly owned subsidiaries of NIPRO Corporation ("**Parent**");

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporation Act (the "**FBCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**");

**WHEREAS**, the respective Boards of Directors of the Company and Parent (as sole shareholder of each of the Acquiror and the Company) each has adopted this Agreement and the transactions contemplated herein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Company and Parent as the Company's and the Acquiror's sole shareholder;

**WHEREAS**, the approval and adoption by the Board of Directors of the Acquiror of this Agreement and the transactions contemplated herein are not required, under Section 607.1104(1)(b) of the FBCA, because the Acquiror is a wholly owned subsidiary of Parent;

**WHEREAS**, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Parties desire to enter into the transactions contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"**Acquiror**" has the meaning set forth in the Preamble.

"**Agreement**" has the meaning set forth in the Preamble.

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"Certificates" has the meaning set forth in Section 3.4.

"Company" has the meaning set forth in the Preamble.

"Company Common Shares" has the meaning set forth in Section 3.1(a).

"Dissenting Shares" has the meaning set forth in Section 3.3.

"Effective Time" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of the Company as set forth in Section 2.4, which shall be 12:01 a.m. on January 1, 2020.

"FBCA" has the meaning set forth in the Recitals.

"Merger" has the meaning set forth in the Recitals.

"Parties" has the meaning set forth in the Preamble.

"Surviving Corporation" has the meaning set forth in Section 2.1.

"Surviving Corporation Common Shares" has the meaning set forth in Section 3.1(a).

Any other terms defined herein have the meaning so given them.

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## ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquiror then in effect at the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of the Company.

### ARTICLE III: CONVERSION OR CANCELLATION OF SHARES

3.1 Cancellation of Shares. The manner and basis of cancelling the Company's common shares, no par value per share ("**Company Common Shares**"), are set forth in this Section 3.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company's shareholders:

(a) Because Parent already owns all of the outstanding shares of capital stock of the Surviving Corporation, all outstanding Company Common Shares will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) Each common share, par value \$1,000 per share, of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding immediately following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror, and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Rights of Dissenting Shareholders. Notwithstanding any provision of this Agreement to the contrary, any shares of Company Common Shares issued and outstanding immediately prior to the Effective Time that are held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights in accordance with Sections 1301 through 1333 of the FBCA, if any (such shares being referred to collectively as the "**Dissenting Shares**" until such time as such holder, if any, fails to perfect or otherwise loses such holder's appraisal rights under the FBCA with respect to such shares), shall not be converted as provided in Section 3.1, but instead shall be entitled to only such rights as are granted by said Sections of the FBCA; provided, however, that if, after the Effective Time, such holder, if any, fails to perfect, withdraws, or loses the right to appraisal, or if a court of competent jurisdiction shall determine that such holder, if any, is not entitled to the relief provided under the FBCA, such Company Common Shares shall be treated as if they had been



converted pursuant to Section 3.1 as of the Effective Time, without interest thereon, upon surrender of such Certificates (as hereinafter defined) formerly representing such shares.

3.4 Share Certificates. Parent, as the sole shareholder of the Company, shall surrender to the Acquiror for cancellation the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Shares. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled.

#### ARTICLE IV: OTHER PROVISIONS

4.1 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.2 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.5 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.6 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.7 Governing Law and Jurisdiction. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

4.8 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

*[signature page follows]*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

Nipro Medical Corporation

By: Goichi Miyazumi  
Name: Goichi Miyazumi  
Title: President

Goodman USA, Inc.

By: T. Handa  
Name: Tomohisa Handa  
Title: CEO

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