

P96000004801

LEATHERWOOD WALKER TODD & MANN, P.C.

J. BRANTLEY PHILLIPS, JR.
JOHN E. JOHNSTON, JR.
HARVEY G. SANDERS, JR.
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JOSEPH E. MAJOR
DUKE K. MCCALL, JR.
O. JACK TAYLOR, JR.
EARLE G. PREVOST
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H. SPENCER KING
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MICHAEL J. GIESE
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ATTORNEYS AT LAW
100 EAST COFFEE STREET
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COUNSEL:
WESLEY M. WALKER
J.D. TODD, JR.
FLETCHER C. MANN
JAMES H. WATSON

D.B. LEATHERWOOD
1896-1989

June 15, 1998

VIA FEDERAL EXPRESS

Florida Secretary of State
Corporations Division
Capitol, Plaza Level
Tallahassee, Florida 32399

900002561969--4
-06/16/98--01122--003
****122.50 ****122.50

Re: Cardiac Device Consultants, Inc.

Dear Sir or Madam:

Enclosed please find duplicate originals of the Articles of Merger for Cardiac Device Consultants, Inc., along with our check in the amount \$122.50, which we would appreciate you filing in your office. For your convenience, we have enclosed a self-addressed, stamped envelope which you may use to return the filed copy of the Articles of Merger to us.

Yours very truly,

Frank C. Williams III

Frank C. Williams III
LEATHERWOOD WALKER TODD & MANN,

FCWIII:nsw
Enclosures

FILED
98 JUL 20 PM 2:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

VB JUL 21 1998

Merged

ARTICLES OF MERGER
Merger Sheet

MERGING:

CARDIAC DEVICE CONSULTANTS, INC., a Florida corporation, P96000004801

INTO

CARDIAC DEVICE CONSULTANTS, INC., a South Carolina corporation not
qualified in Florida

File date: July 20, 1998

Corporate Specialist: Velma Shepard



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

June 22, 1998

FRANK C. WILLIAMS III
POST OFFICE BOX 87
GREENVILLE, SC 29602-0087

SUBJECT: CARDIAC DEVICE CONSULTANTS, INC.
Ref. Number: P96000004801

We have received your document for CARDIAC DEVICE CONSULTANTS, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

Your document must be file as either articles of merger or share exchange. If this is a merger please delete any reference to share exchange and vice versa.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 598A00034162

*Rec'd 7/20/98
Wm. of Corp.*

LEATHERWOOD WALKER TODD & MANN, P.C.

ATTORNEYS AT LAW

100 EAST COFFEE STREET

POST OFFICE BOX 87

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FLETCHER C. MANN
JAMES H. WATSON

D.B. LEATHERWOOD
1896-1989

July 17, 1998

Ms. Velma Shepard
Corporate Specialist
Florida Department of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Cardiac Device Consultants, Inc.
Ref. Number: P96000004801

Dear Ms. Shepard:

In response to your letter of June 22, 1998, I am returning herewith, in duplicate, the corrected Articles of Merger for the above-referenced corporation. If you have any questions, please do not hesitate to give me a call.

Very truly yours,



Frank C. Williams III
Leatherwood Walker Todd & Mann, P.C.

FCWIII:nsw
Enclosures

SECRETARY OF STATE

ARTICLES OF MERGER
~~OR SHARE EXCHANGE~~

FILED
98 JUL 20 PM 2:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to 33-11-105 of the 1976 South Carolina Code, as amended, and Section 607.1105 of the Florida statutes, the undersigned as the surviving corporation in a merger ~~or the acquiring corporation in a share exchange, as the case may be~~, hereby submits the following information:

1. The name of the surviving or acquiring corporation is Cardiac Device Consultants, Inc.
2. Attached hereto and made a part hereof is a copy of the Plan or Merger ~~or Share Exchange~~.
3. Complete the following information to the extent it is relevant with respect to each corporation which is a party to the transaction:

- (a) Name of the corporation: Cardiac Device Consultants, Inc., a South Carolina corporation.
Complete either (1) or (2), whichever is applicable:

☐ (1) Shareholder approval of the merger ~~or stock exchange~~ was not required.

☒ (2) The Plan of Merger ~~or Share Exchange~~ was duly approved by ^{/on April 15, 1998} shareholders of the corporation as follows:

<u>Voting Group</u>	<u>Number of Outstanding Shares</u>	<u>Number of Votes Entitled to be Cast</u>	<u>Number of Votes Represented At the meeting</u>	<u>Number of Undisputed* Shares Voted For</u>	<u>Against</u>
Common	100	100	100	100	0

- (b) Name of the corporation: Cardiac Device Consultants, Inc., a Florida corporation.
Complete either (1) or (2), whichever is applicable:

☐ (1) Shareholder approval of the merger ~~or stock exchange~~ was not required.

on April 15, 1998

[X] (2) The Plan of Merger ~~on Share Exchange~~ was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented At the meeting	Number of Undisputed* Shares Voted	
				For	Against
Common	100	100	100	100	0

4. Unless a delayed date is specified, the effective date of this document shall be the date it is accepted for filing by the Secretary of State: _____, 1998.

CARDIAC DEVICE CONSULTANTS, INC.,
a South Carolina corporation

Date: 6-3-98

By: Mark W. Sweesy
Mark W. Sweesy, President

CARDIAC DEVICE CONSULTANTS, INC.,
a Florida corporation

Date: 6-3-98

By: Mark W. Sweesy
Mark W. Sweesy, President

AGREEMENT AND PLAN OF MERGER

**CARDIAC DEVICE CONSULTANTS, INC.
A FLORIDA CORPORATION
INTO
CARDIAC DEVICE CONSULTANTS, INC.
A SOUTH CAROLINA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Agreement"), dated this 15th day of April, 1998 by and between Cardiac Device Consultants, Inc., a South Carolina corporation ("CDCSC") and Cardiac Device Consultants, Inc., a Florida corporation ("CDCFL").

WHEREAS, CDCSC is a corporation duly organized and existing under the laws of the State of South Carolina, having been incorporated on April 2, 1998 and having been incorporated in South Carolina for the purpose of acquiring by merger the assets of CDCFL as a tax free reorganization pursuant to Section 368(a)(1)(A) and Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, CDCFL is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on January 16, 1996;

WHEREAS, the authorized capital stock of CDCSC consists of one thousand (1,000) shares of common stock, without par, of which two hundred (200) shares are outstanding;

WHEREAS, the authorized capital stock of CDCFL consists of one thousand (1,000) shares of common stock, \$0.10 par value, of which two hundred (200) shares are outstanding; and

WHEREAS, the officers and boards of directors of each of the corporations deem it advisable for the general welfare and advantage of the corporations and their respective shareholders that the corporations merge into a single corporation pursuant to this Agreement, and the corporations respectively desire to so merge pursuant to this Agreement, pursuant to the applicable provisions of the laws of the States of South Carolina and Florida and pursuant to Section 368(a)(1)(A) and Section 368(a)(1)(F).

NOW, ~~THEREFORE~~, in consideration of these premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the States of South Carolina and Florida, that CDCFL shall be merged with and into CDCSC, which shall continue its corporate existence and shall be the corporation surviving the merger (hereinafter sometimes the "Surviving Corporation"), and that the terms and conditions of the merger hereby agreed upon, which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect, are and shall be as hereafter set forth:

ARTICLE ONE. Consummation of this Agreement shall be effected on June 1, 1998, 1998 or if later, on the date on which this Plan and Agreement of Merger and Articles of Merger are filed in the Office of the Secretary of State of South Carolina and of Florida (hereinafter the "effective time" of the merger or sometimes the "closing" date), all after satisfaction of the respective requirements of the applicable laws of the State of South Carolina prerequisite to such filing. At the effective time of the merger, the separate existence of CDCFL shall cease and it shall be merged with and into the Surviving Corporation.

ARTICLE TWO. The laws which are to govern the Surviving Corporation are the laws of the State of South Carolina. The Articles of Incorporation of CDCSC, as heretofore amended,

shall remain in effect and unchanged subsequent to the effective time of the merger and until the same may be amended or altered at some future time in accordance with applicable laws.

ARTICLE THREE. The By-Laws of CDCSC at the effective time of the merger shall be the By-Laws of the Surviving Corporation and shall remain unchanged until the same may be amended or altered at some future time in accordance with the provisions thereof.

ARTICLE FOUR. The directors of CDCSC at the effective time of the merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the board of directors as provided by law and the By-Laws of the Surviving Corporation, the officers of CDCSC at the effective time of the merger shall be the officers of the Surviving Corporation.

ARTICLE FIVE. The method of carrying into effect the merger provided in this Agreement, and the manner and basis of converting the shares of CDCFL into shares of the Surviving Corporation or into cash, are as follows:

1. CDCSC. At the effective time of the merger, each shareholder of CDCSC shall retain the same number of shares of each series of common stock of CDCSC which such shareholder owned prior to such effective time.

2. CDCFL; Conversion of Shares. At the effective time of the merger, the shares of common stock of CDCFL issued and outstanding shall be converted into shares of common stock of the Surviving Corporation, as provided hereafter. More specifically, each share of common stock of CDCFL shall be converted into one (1) share of common stock of the Surviving Corporation.

3. Surrender of Certificates. No later than such date as is reasonably selected by the corporate secretary of CDCFL, and in all events no later than the closing date, each holder of stock certificates representing shares of common stock of CDCFL issued and outstanding at the time the merger becomes effective shall surrender such shares for exchange to the Surviving Corporation or for cancellation, as may be the case, and, as provided above, shall then be entitled to receive either cash or certificates for the full number of shares of the Surviving Corporation into which the shares of CDCFL so surrendered shall have been converted.

ARTICLE SIX. At the effective time of the merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and shall be subject to all the restrictions, disabilities, and duties, of each of the corporations; and all the rights, privileges, immunities, powers and franchises of each of the corporations and all property, real, personal or mixed; and all debts due to either of said corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of the corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective corporations, and the title to any real estate vested by deed or otherwise in either of said corporations shall not revert or be in any way impaired by reason of the merger; provided, however that all rights of creditors and all liens upon any property of either of the corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the merger, and all debts, liabilities and duties of the corporations, respectively, shall thenceforth

attach to the Surviving Corporation and may be enforced against it to the same extent as if its debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE SEVEN. The assets and liabilities of the corporations as of the effective time of the merger shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at the time on the books of the respective corporations.

ARTICLE EIGHT. This Plan and Agreement of Merger shall be submitted to the shareholders of each of the corporations for approval as provided by law. This Agreement shall not be deemed binding upon the parties until the approval of the shareholders of the corporations has been obtained.

ARTICLE NINE. If at any time the Surviving Corporation shall conclude or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of CDCFL acquired or to be acquired by or as a result of the merger, the presidents and secretaries, together, of the corporations shall be and they hereby are severally and fully authorized to execute and deliver such properties, assignments and assurances in law and to take such other action as may be necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

ARTICLE TEN. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated in the event and at any time before the effective time of the merger, by the mutual consent of the board of directors of each of the corporations. It is anticipated that this Agreement may be terminated and abandoned in the event circumstances

arise prior to the effective time of the merger which would indicate that the transactions contemplated hereby are not in compliance with applicable federal and state securities laws, or that the merger would not be deemed a tax-free transaction for United States income tax purposes as described more fully hereafter, or if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the merger and it is deemed advisable not to proceed with the merger. Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other party.

ARTICLE ELEVEN. It is the intent of this Agreement and of the parties hereto that this Plan and Agreement of Merger shall be considered a statutory merger and also, as a change in the place of incorporation of CDCFL, and shall be undertaken, as contemplated by Section 368(a)(1)(A) and Section 368(a)(1)(F) of the Code; that this Plan and Agreement of Merger shall be considered a "plan of reorganization" for such purposes; and that the exchange of shares of stock of CDCFL for shares of stock of the Surviving Corporation shall be considered a non-taxable exchange pursuant to Section 354 of the Code.

ARTICLE TWELVE. If prior to the effective time of the merger the presidents of CDCSC and CDCFL determine that some nonsubstantive amendment or alteration to this Agreement is needed solely for the purpose of complying with the applicable corporate laws of the State of South Carolina, or the applicable income tax laws of the United States, or the applicable federal or state securities laws, then the presidents of CDCSC and CDCFL shall be, and hereby are, authorized to make such amendment to this Agreement as shall be deemed necessary by them to satisfy such applicable requirements; and in this regard the said presidents

shall be protected from liability so long as their actions and decisions are made by them in good faith.

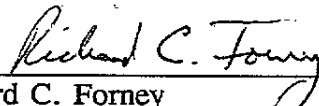
IN WITNESS WHEREOF, this Agreement has been signed by all of the directors of each of the corporations, and each of the corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its secretary, all as of the day, month and year first above written.


Mark W. Sweesy, Director, CDCSC


Richard C. Forney, Director, CDCSC

(SEAL)

ATTEST:

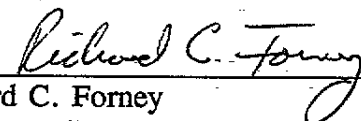

Richard C. Forney
Secretary, CDCSC


Mark W. Sweesy, Director, CDCFL


Richard C. Forney, Director, CDCFL

(SEAL)

ATTEST:


Richard C. Forney
Secretary, CDCFL

The foregoing Plan and Agreement of Merger having been duly executed by all of the directors of each of the corporations under the corporate seals of the respective corporations, and the said Plan and Agreement of Merger having been duly approved and adopted by the boards of directors and by the shareholders of each of said corporations in the manner provided by the laws of the State of South Carolina, the president and secretary of each of the corporations do now execute this Plan and Agreement of Merger under the respective seals of the corporations by the authority of the directors and shareholders of each as the act, deed and agreement of each of the corporations on this 15th day of April, 1998.

Cardiac Device Consultants, Inc., a
South Carolina Corporation

By: Mark W. Swartz
President

and: Richard C. Fony
Secretary

Cardiac Device Consultants, Inc., a
Florida Corporation

By: Mark W. Swartz
President

and: Richard C. Fony
Secretary