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**MERGER OR SHARE EXCHANGE**  
**ENZYMEDICA, INC.**

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**ARTICLES OF MERGER  
OF ENZYMEDICA, INC., A FLORIDA  
CORPORATION, INTO ENZYMEDICA SUBSIDIARY, INC.,  
A DELAWARE CORPORATION**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles between ENZYMEDICA, INC., a Florida corporation ("Enzymedica FL") (Florida entity no. P98000075510) and ENZYMEDICA SUBSIDIARY, INC., a Delaware corporation ("Enzymedica DE"), are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

1. The name and jurisdiction of the surviving corporation is Enzymedica Subsidiary, Inc., a Delaware corporation.
2. The name of the merging corporation is Enzymedica, Inc., a Florida corporation.
3. The Agreement and Plan of Merger dated November 12, 2013 is attached as Exhibit "A" (the "Plan of Merger") and incorporated by reference as if fully set forth herein.
4. The merger shall be effective on the date and time these Articles of Merger are filed with the Florida Department of State.
5. The Plan of Merger was approved and adopted by the shareholders of Enzymedica DE (the surviving corporation) on November 12, 2013.
6. The Plan of Merger was approved and adopted by the shareholders of Enzymedica FL (the merging corporation) on November 12, 2013.

*(Signatures on the following page)*

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IN WITNESS WHEREOF, the parties have set their hands and seals as of  
November 12, 2013.

ENZYMEDICA, INC. a Florida  
corporation

By: Scott P. Sennema

Name: SCOTT SENNEMA

Its: CEO

ENZYMEDICA SUBSIDIARY, INC. a  
Delaware corporation

By: Scott P. Sennema

Name: SCOTT SENNEMA

Its: CEO

(SIGNATURE PAGE TO ARTICLES OF MERGER OF ENZYMEDICA, INC., A FLORIDA  
CORPORATION, INTO ENZYMEDICA SUBSIDIARY, INC., A DELAWARE CORPORATION)

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EXHIBIT A

Plan of Merger (Attached)

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as November 12, 2013, by and between Enzymedica Subsidiary, Inc., a Delaware corporation ("Acquiror"), and Enzymedica, Inc., a Florida corporation (the "Company"; (with the State of Florida having assigned the Company the following number: P98000075510).

WHEREAS, the respective Boards of Directors of the Acquiror and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its shareholders; and

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 Delaware General Corporation Law ("DGCL"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger"); and

WHEREAS, for US federal income tax purposes, the parties intend 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.

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:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 252 of the DGCL, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the DGCL.

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2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "Certificate of Merger") complying with 252(c) of the DGCL with the Secretary of State of the state of Delaware with respect to the Merger. The Merger shall become effective upon the filing of the Certificate of Merger (the "Effective Time").

(b) The Merger shall have the effects set forth in the DGCL, including without limitation, Section 259 of the DGCL. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror as the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL, and the certificate of incorporation of the Acquiror as amended and restated pursuant to the Certificate of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

4. 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 their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the DGCL.

5. Conversion/Exchange of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of shares of capital stock of the Company:

(a) each share of common stock of the Company, par value \$0.001 per share ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares (as hereinafter defined), shall be converted into the right to receive one validly issued, fully paid and non-assessable share of common stock, par value \$0.001 per share, of the Surviving Corporation ("Surviving Corporation Common Stock") (with any fractional shares of the Company being rounded up or down, as the case may be, to the nearest whole share prior to such conversion); and

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(b) each share of Company Common Stock that is owned by the Acquiror or the Company (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

6. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, including Section 5, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time and 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 of such shares of Company Common Stock in accordance with Section 262 of the DGCL or any applicable corollary provision of Florida law (such shares being referred to collectively as the "Dissenting Shares" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the DGCL or applicable Florida law with respect to such shares) shall not be converted into a right to receive shares of Surviving Corporation Common Stock, but instead shall be entitled to only such rights as are granted by Section 262 of the DGCL or the applicable corollary provision of Florida law; provided, however, that if after the Effective Time, such holder fails to perfect, withdraws or loses such holder's right to appraisal pursuant to applicable law or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262 of the DGCL or the applicable corollary provision of Florida law, such shares of Company Common Stock shall be treated as if they had been converted as of the Effective Time into the right to receive Surviving Corporation Common Stock in accordance with Section 5, without interest thereon, upon surrender of such Certificates (as hereinafter defined) formerly representing such shares pursuant to Section 7 below.

7. Stock Certificates. Upon surrender by the shareholders of the Company of the certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Stock to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more shares of Surviving Corporation Common Stock representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 5 after taking into account all shares of Company Common Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive shares of Surviving Corporation Common Stock pursuant to Section 5, and until such surrender or exchange, no such shares of Surviving Corporation Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

8. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to

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the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. 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.

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

12. 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.

13. 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 such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect 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.

14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the state of Delaware.

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15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

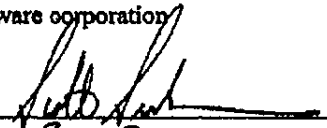
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


ACQUIROR:

Enzymedica Subsidiary, Inc., a  
Delaware corporation

By:   
Name: SCOTT SENSENBRENNER  
Its: CEO

COMPANY:

Enzymedica, Inc., a Florida  
corporation

By:   
Name: SCOTT SENSENBRENNER  
Its: CEO

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