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MERGER OR SHARE EXCHANGE

NANOTHERAPEUTICS, INC.

Certificate of Status	0
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ARTICLES OF MERGER
 (Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Nanotherapeutics, Inc.</u>	<u>Delaware</u>	_____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Nanotherapeutics, Inc.</u>	<u>Florida</u>	_____
<u>Nanotherapeutics, Inc.</u>	<u>Delaware</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 6 / 17 / 09 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on May 4, 2009

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 17, 2009

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleNanotherapeutics, Inc. DEWeaver H. GainesWeaver H. Gaines, ChairmanNanotherapeutics, Inc. FLWeaver H. GainesWeaver H. Gaines, Chairman

AGREEMENT AND PLAN OF MERGER**May 4, 2009**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is submitted in compliance with Section 607.1104 of the Florida Statutes and in accordance with the Delaware General Corporation Law and is made by and between Nanotherapeutics, Inc., a Florida corporation ("FL Company"), and Nanotherapeutics, Inc., a Delaware corporation and wholly-owned subsidiary of FL Company ("DE Company").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, the parties hereto agree as follows:

ARTICLE I**1.1 Names and Jurisdictions of Parent and Subsidiary Corporation.**

(a) **Parent.** The name and jurisdiction of the parent corporation owning 100% of the outstanding shares of the subsidiary corporation is Nanotherapeutics, Inc., a Florida corporation.

(b) **Subsidiary.** The name and jurisdiction of the subsidiary corporation is Nanotherapeutics, Inc., a Delaware corporation.

ARTICLE II**2.1 Merger of FL Company with and into DE Company.**

(a) **Agreement to Acquire FL Company.** Subject to the terms of this Agreement, FL Company shall be merged with and into DE Company (the "Merger").

(b) **Effective Time of the Merger.** The Merger shall become effective upon the filing of a Certificate of Merger with the Delaware Secretary of State and Articles of Merger with the Florida Secretary of State. The time of such filings is referred to as the "Effective Time".

(c) **Surviving Corporation.** At the Effective Time, FL Company shall be merged into DE Company and the separate corporate existence of FL Company shall thereupon cease. DE Company shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall succeed, without other transfer, to all the rights and property of FL Company (including, without limitation, any and all of FL Company's right, title and interest in the FL Company Intellectual Property) and shall be subject to all the debts and liabilities of FL Company in the same manner as if the Surviving Corporation had itself incurred them. For purposes of this Agreement, "FL Company Intellectual Property" means and includes, without limitation, any patent, patent application, invention (whether or not patentable), invention disclosure, know-how, trade secret, information, proprietary right, trademark (whether or not registered), any and all agreements or arrangements pertaining thereto, and any other intellectual property right of any kind or nature.

2.2 Effects of the Merger; Additional Actions. The Merger shall have the effects set forth in §607.1106 of the Florida Statutes and §259 of the Delaware General Corporation Law.

ARTICLE III

3.1 Name of Surviving Corporation. The name of the Surviving Corporation shall be "Nanotherapeutics, Inc."

3.2 Certificate of Incorporation of Surviving Corporation. At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall remain unchanged.

3.3 Bylaws of Surviving Corporation. At the Effective Time, the Bylaws of the Surviving Corporation shall be the same as the Bylaws of DE Company immediately prior to the Effective Time, until thereafter duly altered, amended or repealed as provided by applicable law, the Certificate of Incorporation or such Bylaws of the Surviving Corporation.

3.4 Officers and Directors of Surviving Corporation. At the Effective Time, the officers and directors of the Surviving Corporation shall be the same as the officers and directors of DE Company immediately prior to the Effective Time, until their successors shall have been elected or appointed and qualified.

ARTICLE IV

4.1 Effect on the Capital Stock

(a) **FL Company.** At the Effective Time, by virtue of the Merger and without any action on the part of any party hereto or any holder thereof:

(i) **Common Stock.** Each share of the Common Stock, \$0.01 par value per share, of FL Company issued and outstanding immediately prior to the Effective Time shall be exchanged for and converted into one (1) fully paid and nonassessable share of the Common Stock of the Surviving Corporation, par value \$0.01 per share.

(ii) **Stock Certificates.** Following the Effective Time, each stock certificate of FL Company evidencing ownership of any such shares shall represent the right to receive such shares of capital stock of the Surviving Corporation as they are to receive in the Merger. Each stockholder shall promptly deliver to the Surviving Corporation certificates evidencing shares of FL Company whereupon the Surviving Corporation shall deliver to them certificates evidencing such shares in the Surviving Corporation.

(b) **The Surviving Corporation.** The outstanding shares of the Surviving Corporation prior to the Merger shall be cancelled or terminated as of the Effective Time without consideration received in exchange therefor.

(c) **Dissenters' Rights, if applicable.**

(i) If applicable, shareholders of FL Company, who, except for the applicability of §607.1104 of the Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to §607.1321 of the Florida Statutes may be entitled, if they comply with the provisions of Chapter 607 of the Florida Statutes regarding the rights of dissenting shareholders, to be paid the fair market value of their shares.

(ii) Notwithstanding any provision herein to the contrary, if for any reason any holder of shares of the capital stock of FL Company shall become entitled to payment of the value of such shares pursuant to the provisions of §607-1301 et. seq. of the Florida Statutes by reason of the transactions contemplated by this Agreement, then such holder shall be entitled to receive such payment only and shall not be entitled to receive the consideration described in this Article.

4.2 Effect on Stock Options. At the Effective Time, by virtue of the Merger and without any action on the part of any party hereto or of any holder thereof, each option to purchase capital shares of FL Company outstanding immediately prior to the Effective Time shall be converted to an equivalent option to purchase one share of the same class of shares of the capital stock of the Surviving Corporation pursuant to the same terms as such option to purchase shares of capital stock of FL Company. Each stock option agreement of FL Company evidencing the right to purchase capital shares of FL Company shall continue to evidence the right to purchase such shares of capital stock of the Surviving Corporation.

4.3 Effect on Warrants. At the Effective Time, by virtue of the Merger and without any action on the part of any party hereto, all issued and outstanding warrants (the "Warrants") of FL Company representing the right to purchase shares of the Common Stock of FL Company shall continue to evidence the right to purchase shares of the Common Stock of the Surviving Corporation. Each such Warrant shall continue to evidence the right to purchase shares of the Common Stock of the Surviving Corporation on the same terms and conditions as set forth in such instruments.

ARTICLE V

5.1 Termination. Notwithstanding the approval of this Agreement by the shareholders/stockholders of FL Company and DE Company, to the extent permitted by law, this Agreement may be terminated and abandoned at any time prior to the Effective Time by mutual consent of the Board of Directors of FL Company and DE Company.

5.2 Amendment. To the extent permitted by law, this Agreement may be amended by the Board of Directors of FL Company and DE Company at any time before or after approval hereof by the shareholders/stockholders of FL Company and DE Company but, after such approval, no amendment shall be made which by law requires the further approval of such shareholders/stockholders without obtaining such approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

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

NANOTHERAPEUTICS, INC.,
a Florida corporation

By: 
James D. Talton, President & CEO

NANOTHERAPEUTICS, INC.,
a Delaware corporation

By: 
James D. Talton, President & CEO

STATE OF FLORIDA
COUNTY OF ALACHUA...

The foregoing instrument was acknowledged before me this 17th day of June, 2009 by James D. Talton, President and CEO of Nanotherapeutics, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



DORIS L. MORAND
Commission DO 653648
Expires June 15, 2011
Qualified Third Party Filing Jurisdiction: 800-625-7123



Signature of Notarial Officer

STATE OF FLORIDA
COUNTY OF ALACHUA...

This instrument was acknowledged before me on June 17, 2009 by James D. Talton as President and CEO of Nanotherapeutics, Inc., a Delaware corporation.



DORIS L. MORAND
Commission DD 653649
Expires June 15, 2011
Bonded Through Fidelity Surety 800-345-7019

Seal

A handwritten signature in cursive script, reading "Doris L. Morand", written over a horizontal line.

Signature of Notarial Officer

CERTIFICATE

The undersigned hereby certifies that she is the Secretary of Nanotherapeutics, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"); that the foregoing is a true and correct copy of the Agreement and Plan of Merger, duly adopted by the Board of Directors of said corporation on May 4, 2009 and that a majority of the outstanding stock of the Corporation entitled to vote the foregoing Agreement and Plan of Merger voted for the adoption of the said agreement.

Dated this 17th day of June, 2009

A handwritten signature in cursive script, reading "B. Eppler", written over a horizontal line.
Bärbel Eppler, Ph.D.
Secretary

(CORPORATE SEAL)

CERTIFICATE

The undersigned hereby certifies that she is the Secretary of Nanotherapeutics, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"); that the foregoing is a true and correct copy of the Agreement and Plan of Merger, duly adopted by the Board of Directors of said corporation on May 4, 2009 and that a majority of the outstanding stock of the Corporation entitled to vote the foregoing Agreement and Plan of Merger voted for the adoption of the said agreement.

Dated this 17th day of June, 2009

A handwritten signature in cursive script, reading "B. Eppler", written over a horizontal line.
Bärbel Eppler, Ph.D.
Secretary

(CORPORATE SEAL)