File Number 4379-081-1-1-2

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

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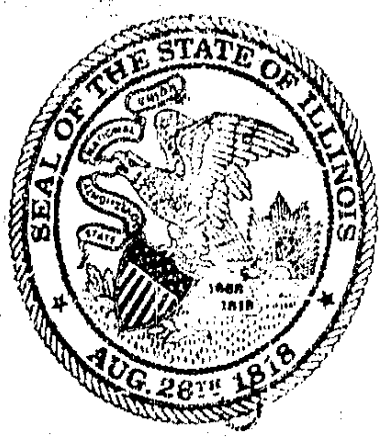
DEPT-01 RECORDING $41.00
T#1111 TRAN 4280 01/24/94 11:52:00
#9788 # *-94-072778
COOK COUNTY RECORDER

Wherras, ARTICLES OF MERGER OF
CHICAGO PARTNERS, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this* 11TH *day of* JANUARY *A.D. 19* 94 *and of the Independence of the United States the two hundred and* 18TH



George H Ryan
SECRETARY OF STATE

4100

C-2501

RECORDING DESK
BOX 170

Form **BCA-11.25**
(Rev. Jan. 1991)

ARTICLES OF MERGER CONSOLIDATION OR EXCHANGE

File # 4379-081-1

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

DO NOT SEND CASH!
Remit payment in check or money order, payable to "Secretary of State."
Filing Fee is $100, but if merger or consolidation of more than 2 corporations, $50 for each additional corporation.

FILED
JAN 11 1994
GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by Secretary of State
Date 1/11/94
Filing Fee $ 100.00
Approved:

1. Names of the corporations proposing to merge ~~consolidate~~ ~~exchange shares~~, and the state of country of their incorporation:

Name of Corporation	State or Country of Incorporation
MP VENTURES, INC.	Illinois
CHICAGO PARTNERS, INC.	Illinois

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the surviving ~~new~~ ~~resulting~~ corporation: Chicago Partners, Inc.

(b) It shall be governed by the laws of: Illinois

4. Plan of merger ~~consolidation~~ ~~exchange~~ is as follows:

If not sufficient space to cover this point, add one or more sheets of this size.

[See Exhibit A to Form BCA-11.25 attached hereto and incorporated by reference.]

EXPEDITED
JAN 11 1994
SECRETARY OF STATE

5. Plan of ~~consolidation~~ merger ~~exchange~~ was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30 —90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§ 11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
MP VENTURES, INC.	☐	☐	☒
CHICAGO PARTNERS, INC.	☒	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.

b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and

c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. *(Complete this item if reporting a merger under § 1.30—90% owned subsidiary provisions.)*

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation

b. The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19 ____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☐ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated _____, 19____

MP VENTURES, INC.
(Exact Name of Corporation)

attested by _____
(Signature of Secretary or Assistant Secretary)

by _____
(Signature of President or Vice President)

David A. Rakov, Secretary
(Type or Print Name and Title)

Dean M. Harrison, President
(Type or Print Name and Title)

Dated _____, 19____

CHICAGO PARTNERS, INC.
(Exact Name of Corporation)

attested by _____
(Signature of Secretary or Assistant Secretary)

by _____
(Signature of President or Vice President)

Charles L. Range, Assistant Secretary
(Type or Print Name and Title)

Michael DeStefano, President
(Type or Print Name and Title)

Dated _____, 19____

_____
(Exact Name of Corporation)

attested by _____
(Signature of Secretary or Assistant Secretary)

by _____
(Signature of President or Vice President)

_____
(Type or Print Name and Title)

_____
(Type or Print Name and Title)

C-185.1

lawful and practicable date. When used in this Plan, the term "Surviving Corporation" shall mean MMG as the corporation surviving the Merger as of the Effective Time and thereafter. The Surviving Corporation shall be governed by the laws of the State of Illinois.

2. At the Effective Time, the separate existence of MPV shall cease. The Surviving Corporation shall have the name "Chicago Partners, Inc." and shall possess all the rights, privileges, powers and franchises as well of a public and of a private nature and shall be subject to all the restrictions, disabilities and duties of MPV and MMG; and all and singular, the rights, privileges, powers and franchises of MPV and MMG, and all assets and property, real, personal and mixed, and all debts and claims due to MPV or MMG on whatever account, as well as for stock subscriptions and all other things in action or belonging to MPV or MMG shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of MPV and MMG, and the title to any real estate vested by deed or otherwise, under the laws of any state, in MPV or MMG, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of MPV or MMG shall be preserved unimpaired, and all debts, liabilities and duties of each of MPV and MMG shall be preserved unimpaired, and all debts, liabilities and duties of each of MPV and MMG shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

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3. The Articles of Incorporation of MMG immediately prior to the Merger shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with the provisions thereof and Illinois law.

4. The By-Laws of MPV immediately prior to the Merger shall be the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein and in the Articles of Incorporation of the Surviving Corporation.

5. The following persons shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation set forth opposite their names until their successors shall have been appointed in accordance with the By-laws of the Surviving Corporation and shall have been duly qualified:

Names	Title
Dean M. Harrison	President
David Rakov	Secretary
Michael D. DeStefano	Vice President
F. Wilford Germino	Vice President

The following persons shall be the directors of the Surviving Corporation until their successors shall have been elected or appointed in accordance with the By-Laws of the Surviving Corporation: Michael D. DeStefano, F. Wilford Germino, Kyung O. Hahn, Patrick L. McGinnis, James Foody, Bruce L. Gewertz, F. Leonard Johnson and Kenneth S. Polonsky.

6. The manner of converting the shares of MPV and MMG shall be as follows:

(a) At the Effective Time each share of common stock of MMG common stock of MMG (the "MMG Common Stock") outstanding immediately prior to the Effective Time, other than the shares of MMG Common Stock held by MPV, shall not

EXHIBIT A TO FORM BCA-11.25

PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan"), dated as of January __, 1994, contemplates the merger of MP Ventures, Inc., an Illinois corporation ("MPV"), into Chicago Partners, Inc., formerly known as Meyer Medical Group, S.C., an Illinois corporation ("MMG"), with MMG as the surviving corporation to such merger.

RECITALS

A. MPV and MMG are corporations duly organized and existing under the laws of Illinois.

B. MPV was organized on October 29, 1993.

C. MMG was organized on January 8, 1964.

D. The Boards of Directors of MPV and MMG have approved this Plan, pursuant to which MPV shall be merged with and into MMG, with MMG being the surviving corporation (the "Merger"), and have authorized the execution hereof.

PLAN

1. Subject to the satisfaction of the terms and conditions of this Plan, MPV shall be merged with and into MMG pursuant to Section 11.05 of the Business Corporation Act of the State of Illinois (the "Illinois Law"). The Merger shall be effective when properly executed Articles of Merger (together with any other documents required by laws to effectuate the Merger) shall be filed as required under Illinois law (the "Effective Time"). The parties hereto shall proceed with due diligence to take all actions necessary in accordance with applicable law and their respective Articles of Incorporation and By-Laws to cause the Merger to be consummated at the earliest

be converted in the Merger but shall continue to be one legally and validly issued, fully paid and non-assessable share of Common Stock of the Surviving Corporation.

(b) At the Effective Time each share of MMG Common Stock outstanding immediately prior to the Effective Time and held by MPV shall, without any further action, be canceled.

(c) At the Effective Time each share of common stock of MPV (the "MPV Common Stock") outstanding immediately prior to the Effective Time shall, without any action on the part of the holders thereof, be converted into and exchanged for one (1) validly issued, fully paid and non-assessable share of Common Stock of the Surviving Corporation.

7. MPV shall surrender to MMG the certificate or certificates which immediately prior to the Effective Time represented the shares of MMG Common Stock held by MPV. Such certificates shall immediately be cancelled. Upon surrender of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of MPV Common Stock (the "Certificates") for cancellation to the Surviving Corporation (or a lost certificate affidavit or bond in a form reasonably acceptable to the Surviving Corporation) at the Surviving Corporation's principal place of business, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the shares of MPV Common Stock theretofore represented by the Certificate so surrendered, shall have been exchanged as aforesaid, and the Certificate so surrendered shall forthwith be canceled.

8. No dividends or other distributions declared after the Effective Time with respect to Common Stock of the Surviving Corporation payable to holders of record

thereof after the Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to shares of MPV Common Stock represented thereby until the holder of record shall surrender such Certificate. Until so surrendered and exchanged, each such outstanding Certificate shall for all purposes, other than the payment of dividends or other distributions, if any, to holders of record of shares of Common Stock of the Surviving Corporation evidence the ownership of the shares of Common Stock of the Surviving Corporation into and for which such shares have been so converted; provided, however, that upon surrender of a Certificate, there shall be paid to the record holder or holders of the Certificate, the amount, without interest thereon, of such dividends and other distributions, if any, which theretofore have become payable with respect to the number of shares of Common stock of the Surviving Corporation represented by such Certificate.

9. At the Effective Time, MPV shall deliver a list of the holders of MPV Common Stock to MMG after which there shall be no further registration or transfers on the stock transfer books of MPV of the shares of MPV Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates representing such shares are presented to the Surviving Corporation they shall be canceled and exchanged for certificates representing shares of Common Stock of the Surviving Corporation as provided in this Plan.

10. If any certificate representing shares of Common Stock of the Surviving Corporation is to be issued in a name other than that in which a Certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the Certificate so surrendered shall be properly endorsed, accompanied by all documents required to evidence and effect such transfer and otherwise in proper form for transfer.

11. If there are appraisal rights as a result of the Merger, each outstanding share as to which a legally sufficient demand for appraisal has been made in accordance with the Illinois Law and which was not voted in favor of the Merger, shall not be converted into or represent a right to receive shares of Common Stock of the Surviving Corporation under this Plan unless and until the holder of such shares shall have failed to perfect or shall have effectively withdrawn or lost the right to appraisal of and payment for such shares, at which time that holder's shares shall be converted into shares of Common Stock of the Surviving Corporation in accordance with this Plan.

12. This Plan shall be submitted to the stockholders of MMG and MPV at meetings called to be held as promptly as practicable (or by written consent in lieu of a meeting as provided in Section 7.10 of the Illinois Law to be obtained as promptly as practicable). Upon approval by the requisite vote of the stockholders of MMG and MPV, this Plan shall be made effective as soon as practicable thereafter in the manner provided in Paragraph 1 hereof; provided, however, that the Merger shall not become effective prior to the closing of the acquisition by MPV of shares of MMG Common Stock pursuant to the Stock Purchase Plan.

13. This Plan may be terminated at any time prior to the Effective Time, whether before or after action thereon, by the mutual consent of MMG and MPV.

14. The parties hereto, by action of their respective Boards of Directors, may amend, modify or supplement this Plan in whole or in part and in such manner as may be mutually agreed upon by them in writing at any time before or after the adoption of this Plan by the shareholders as contemplated hereby; provided, however, that after any such shareholder approval any such amendment will be subject to further approval of such shareholders if such further approval is required under the Illinois Law.

15. Any terms or provisions of this Plan (other than the requirement for shareholder approval or any other matter which cannot be waived under applicable law) may be waived in writing at any time by the party which is, or whose stockholders are, entitled to the benefits thereof. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver by any party of a condition or of the breach of this Plan, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term or covenant of this Plan.

16. This Plan shall be governed by, and construed in accordance with, the laws, other than the laws of conflict, of the State of Illinois.

17. From time to time after the Effective Time, each party hereto agrees that it will execute and deliver or cause to be executed and delivered all such further assignments, assurances or other instruments, and shall take or cause to be taken all such further actions, as may be necessary or desirable to consummate the Merger, and the other transactions contemplated by this Plan.

RECORDING DESK
BOX 170

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