



ARTICLES OF MERGER / SHARE EXCHANGE

State Form 39036 (R / 12-87)
Provided by Evan Bayh, Secretary of State of Indiana
Approved by State Board of Accounts, 1988

Present Original and One Copy - Use 8 1/2" x 11" paper for inserts.
FILING FEE: \$90.00 Indiana Code 23-1-40-1 et. seq.

Secretary of State
State House
Corporations Division
Room 155
Indianapolis, Indiana 46204
(317) 232-6576

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Non Sur
ARTICLES OF MERGER / SHARE EXCHANGE
OF
TECHNICON INSTRUMENTS CORPORATION 198612A
Surv. 66000
INTO
MILES INC. 198603197

In accordance with the requirements of the Indiana Business Corporation Law, the undersigned corporations desiring to effect share exchange, set forth the following facts:

ARTICLE I - SURVIVING CORPORATION

SECTION 1:

The name of the corporation surviving the merger is:

Miles Inc.

(designate which) been changed as a result of the merger.

and such name(s)

SECTION 2: (Strike inapplicable section)

- a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Act incorporated on March 6, 1986
b. The surviving corporation is a foreign corporation incorporated under the laws of the State of ... and admitted (or admitted) (designate which) to do business in Indiana. (The surviving corporation is qualified to do business in Indiana; state the date of admission; ... Application for Admission is filed concurrently herewith, state "Upon approval of Application for Admission.")
c. The surviving foreign corporation does not intend to transact business in Indiana.

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ARTICLE II - MERGING CORPORATION(S)

The name, state of incorporation and date of incorporation or admission, respectively, of each Indiana domestic corporation and Indiana-qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Table with 2 columns: Name of Corporation, State of Domicile, Date of Incorporation or qualification in Indiana. Rows include Miles Inc. (Indiana, March 6, 1986) and Technicon Instruments Corporation (Delaware, May 29, 1986).

Agreement and

ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "A", attached hereto and made part hereof.

ARTICLE IV - MANNER OF ADOPTION AND VOTE

SECTION 1: Shareholder vote not required.

The merger ~~XXXXXX XXXX XXXX~~ was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

SECTION 2: Vote of shareholders

The designation (i.e., common, preferred and any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

	TOTAL	A	B
DESIGNATION OF EACH VOTING GROUP		Common	
NUMBER OF OUTSTANDING SHARES		100	
NUMBER OF VOTES ENTITLED TO BE CAST		100	
NUMBER OF VOTES REPRESENTED AT MEETING		100	
SHARES VOTED IN FAVOR		100	
SHARES VOTED AGAINST		0	

SECTION 3: Written consent executed on October 1, 1991 and signed by all members.

Action by Domestic Merging Corporation (~~Strike inapplicable section~~)

SECTION 1: Shareholder vote not required.

The merger ~~XXXXXX XXXX XXXX~~ was adopted by the ~~XXXXXXXXXXXX~~ board of directors without shareholder action and shareholder action was not required.

SECTION 2: Vote of Shareholders.

The designation (i.e., common, preferred or any classification where different classes of stock exists), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting set forth below.

	TOTAL	A	B
DESIGNATION OF EACH VOTING GROUP			
NUMBER OF OUTSTANDING SHARES			
NUMBER OF VOTES ENTITLED TO BE CAST			
NUMBER OF VOTES REPRESENTED AT MEETING			
SHARES VOTED IN FAVOR			
SHARES VOTED AGAINST			

Attach additional signature line(s) if necessary. If applicable note the total number of insert pages at the bottom of page one.

In Witness Whereof, the undersigned being the VICE PRESIDENT

(title)

executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained this 1st day of October, 19 91.

Signature MIIES INC.

By: Stephen B Paige

Printed Name

STEPHEN B PAIGE

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of October 1, 1991 (the "Agreement"), by and between Miles Inc., an Indiana corporation ("Miles"), and Technicon Instruments Corporation, a Delaware corporation and wholly-owned subsidiary of Miles (TIC).

WITNESSETH:

WHEREAS, the authorized capital stock of Miles consists of 1,000 shares of Common Stock, par value \$1.00 per share ("Miles Common"), of which 1,000 shares are issued and outstanding, fully paid and nonassessable;

WHEREAS, the authorized capital stock of TIC consists of 1,000 shares of Common stock, par value \$0.10 per share ("TIC Common"), of which 100 shares are issued and outstanding, fully paid and nonassessable;

WHEREAS, the respective Boards of Directors of Miles and TIC deem it advisable that TIC merge with and into Miles, and that Miles continue as the surviving corporation, upon the terms set forth herein and in accordance with the laws of the States of Indiana and Delaware (the "Merger"), and that the shares of TIC Common be cancelled upon consummation of the Merger as set forth herein; and

WHEREAS, the respective Boards of Directors of Miles and of TIC have, by resolution duly approved and adopted the provisions of this Agreement as the agreement of merger required by Section 252 of the General Corporation Law of the State of Delaware (the "Delaware Law") and the plan of merger required by Section 23-1-40-1 of the Indiana Business Corporation Law (the "Indiana Law").

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1

Effect of the Merger; Manner and
Basis of Converting and Cancelling Shares

1.1 At the Effective Time (as hereinafter defined), TIC shall be merged with and into Miles, the separate corporate existence of TIC (except as may be continued by operation of law) shall cease, and Miles shall continue as the surviving corporation, all with the effects provided by applicable law. Miles, in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

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1.2 At the Effective Time, each share of TIC Common issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by TIC, the shareholder of TIC or any other person, be cancelled and no cash or securities or other property shall be payable in respect thereof.

1.3 At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities, of TIC; and all rights, privileges, immunities and franchises of TIC, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to TIC shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and title to any real estate, or any interest therein, vested in TIC shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of TIC; and any claim existing or action or proceeding pending by or against TIC may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be substituted in its place; all with the effect set forth in 23-1-40-6 of the Indiana Law. The authority of the officers of TIC shall continue with respect to the due execution in the name of each respective corporation of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Indiana Law or the Delaware Law, or any contract to which such corporation was a party or this Agreement.

1.4 The name of the Surviving Corporation shall be "Miles Inc."

SECTION 2

Effective Time

2.1 Upon fulfillment or waiver of the conditions specified in Section 4 hereof, Miles shall cause Articles of Merger to be executed and delivered for filing to the Secretary of State of the State of Indiana, all as provided in and in accordance with Section 23-1-40-5 of the Indiana Law (the "Articles of Merger").

2.2 Upon fulfillment or waiver of the conditions specified in Section 4 hereof, Miles shall cause a Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware, all as provided in and in accordance with Section 252(c) of the Delaware Law (the "Certificate of Merger")

2.3 The Merger shall become effective on October 1, 1991, the date of filing of the Articles of Merger and the Certificate of Merger, as provided by applicable law (the "Effective Time").

SECTION 3

Articles of Incorporation and
By-laws; Board of Directors

3.1 The Articles of Incorporation of Miles as in effect at the Effective Time shall govern the Surviving Corporation, until they shall be amended as provided by law.

3.2 The By-laws of Miles as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Directors or the shareholder of the Surviving Corporation, shall govern the Surviving Corporation.

3.3 The members of the Board of Directors (and the members of the Executive Committee thereof) and the officers of Miles holding office immediately prior to the Effective Time shall be the members of the Board of Directors (and the members of the Executive Committee thereof) and the officers (holding the same positions as they held with Miles immediately prior to the Effective Time) of the Surviving Corporation and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the By-laws of the Surviving Corporation.

SECTION 4

Conditions

4.1 The respective obligation of each of TIC and Miles to consummate the Merger under this Agreement is subject to the fulfillment of the following conditions:

(a) At the option of TIC or Miles, any third party consents which are required in order to avoid a breach, violation, conflict or default under any agreement, contract, statute, rule or regulation shall have been obtained;

(b) This Agreement and the Merger shall have been approved and adopted by the sole shareholder of TIC;

(c) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal; and

(d) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that make illegal or otherwise prevents the consummation of the Merger shall have been issued and shall remain in effect.

SECTION 5

Service of Process

5.1 The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of each Merging Corporation, and hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding.

5.2 A copy of any service of process received in connection with Section 5.1 above should be mailed to:

Miles Inc.
1127 Myrtle Street
Elkhart, Indiana 46514
Attn: General Counsel

SECTION 6

Miscellaneous

6.1 TIC shall submit this Agreement and the Merger to its stockholder for adoption and approval and shall use its best efforts to solicit from its respective stockholder a written consent in lieu of a special meeting, as provided by the Delaware Law in favor of such adoption and approval.

6.2 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

6.3 The internal law, not the law of conflicts, of the State of Indiana will govern all questions concerning the construction, validity and interpretation of this Agreement, except so far as the corporate law of the State of Delaware applies to the Merger.

6.4 This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

* * * * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals affixed, all as of the day and year first written above.

MILES INC.

By: Stephen B Page

Its: VICE PRESIDENT

ATTEST:

Franklin S. Deane

TECHNICON INSTRUMENTS
CORPORATION

By: Franklin S. Deane

Its: SECRETARY

ATTEST:

Franklin S. Deane