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MERGER OR SHARE EXCHANGE

BeneScript Services, Inc.

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Merger
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ARTICLES OF MERGER
OF
BENEScript SERVICES, INC.,
a Georgia corporation
INTO
BENEScript SERVICES, INC.,
a Florida corporation

BENEScript SERVICES, INC., a Georgia corporation, and BENEScript SERVICES, INC., a Florida corporation, acting in compliance with the provisions of Section 607.1105, Florida Statutes, hereby certify as follows:

1. The name and jurisdiction of the surviving corporation is BeneScript Services, Inc. ("BeneScript Services Florida"), a Florida corporation (Florida Document No. P05000104704).
2. The name and jurisdiction of the merging corporation are BeneScript Services, Inc., a Georgia corporation ("BeneScript Services Georgia").
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A."
4. The Agreement and Plan of Merger was approved by the stockholders of BeneScript Services Florida on September 20, 2007.
5. The Agreement and Plan of Merger was approved by the stockholders of BeneScript Services Georgia on September 20, 2007.
6. The merger shall become effective on September 20, 2007, at 12:01 a.m.

[Signatures follow]

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TRENAM, KEMKER

NO. 6720 P. 3

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BENEScript SERVICES, INC.,
a Florida corporation

Dated: 9-20-2007

By: Paul J. Berube
Paul J. Berube, President

BENEScript SERVICES, INC.,
a Georgia corporation

Dated: 9-20-2007

By: Paul J. Berube
Paul J. Berube, President

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Exhibit A

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 20th day of September, 2007, by and between **BENESCRIPPT SERVICES, INC.**, a Georgia corporation ("BeneScript Services Georgia"), and **BENESCRIPPT SERVICES, INC.**, a Florida corporation ("BeneScript Services Florida"). BeneScript Services Georgia and BeneScript Services Florida are sometimes collectively referred to in this Agreement as the "Constituent Corporations" and each is sometimes referred to individually as a "Constituent Corporation."

WITNESSETH:

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable and for the general welfare of such corporation and its shareholder that BeneScript Services Georgia merge with and into BeneScript Services Florida and that BeneScript Services Florida merge BeneScript Services Georgia with and into itself, pursuant to this Agreement and the applicable laws of each of the States of Georgia and Florida; and

WHEREAS, the Constituent Corporations desire to adopt this Agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, BeneScript Services Georgia, by its Articles of Incorporation, has an authorized capitalization of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are now issued and outstanding; and

WHEREAS, BeneScript Services Florida by its Articles of Incorporation has an authorized capitalization of 10,000,000 shares of common stock, \$1.00 par value, of which 1,000 shares are now issued and outstanding.

NOW, THEREFORE, the Constituent Corporations, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER.

The Constituent Corporations have agreed and do hereby agree each with the other that BeneScript Services Georgia shall be merged with and into BeneScript Services Florida, and that BeneScript Services Florida shall merge BeneScript Services Georgia with and into itself. BeneScript Services Florida shall be the surviving corporation in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

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2. EFFECTIVE DATE.

The merger provided for in this Agreement shall become effective and the Constituent Corporations shall be deemed to have merged as of January 1, 2007, at 12:01 a.m. (the "Effective Date").

3. MANNER OF CONVERTING SHARES.

Immediately prior to the merger, stock ownership of BeneScript Services Georgia and of BeneScript Services Florida is as shown below:

Stock Ownership Prior to Merger

<u>Owner</u>	<u>Shares of BeneScript Services Georgia</u>	<u>Shares of BeneScript Services Florida</u>
BeneScript Corporation, a Florida corporation	1,000	1,000

Pursuant to the merger, all of the outstanding shares of stock of BeneScript Services Georgia will be cancelled. No new shares of stock in BeneScript Services Florida will be issued to the former shareholder of BeneScript Services Georgia. Each share of common stock of BeneScript Services Florida that is issued and outstanding on the Effective Date shall continue and remain unchanged.

4. EFFECT OF THE MERGER.

(a) **Existence of BeneScript Services Georgia.** On the Effective Date, the separate existence of BeneScript Services Georgia shall cease and it shall be merged with and into BeneScript Services Florida. Thereupon, all the property, real, personal, and mixed, and all interest therein of BeneScript Services Georgia and all debts due to it shall be transferred to and invested in BeneScript Services Florida without further act or deed and without reversion or impairment. BeneScript Services Florida shall thenceforth be responsible and liable for all the liabilities and obligations of BeneScript Services Georgia.

(b) **Articles of Incorporation.** The Articles of Incorporation of BeneScript Services Florida, in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of BeneScript Services Florida and shall not be changed or amended by the merger.

(c) **By-laws.** The By-laws of BeneScript Services Florida as in effect on the Effective Date, shall continue in full force and effect as the By-laws of BeneScript Services Florida and shall not be changed or amended by the merger.

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(d) Board of Directors; and Officers. Until altered by the shareholder or directors, as the case may be, of BeneScript Services Florida, the duly elected Board of Directors and officers of BeneScript Services Florida shall continue to serve as the officers and directors of BeneScript Services Florida and shall not be changed or otherwise affected by the merger.

5. CONDITIONS OF MERGER.

This Agreement shall promptly be submitted to the shareholder of BeneScript Services Georgia and to the shareholder of BeneScript Services Florida for approval. The affirmative vote of the holder of all of the shares of BeneScript Services Georgia entitled to vote and the affirmative vote of the holder of all of the shares of BeneScript Services Florida entitled to vote shall be required for such approval.

6. REPRESENTATIONS AND WARRANTIES OF BENESCRIP SERVICES GEORGIA.

BeneScript Services Georgia hereby represents and warrants to BeneScript Services Florida that:

(a) Organization and Standing. BeneScript Services Georgia is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Georgia.

(b) BeneScript Services Georgia's Authorized Capital Stock. BeneScript Services Georgia's authorized capital stock consists of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are issued and outstanding, fully paid and non-assessable. There are no options, warranties or rights outstanding to purchase shares of the common stock of BeneScript Services Georgia.

(c) Subsidiaries. BeneScript Services Georgia has no subsidiaries.

(d) Authority. The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of BeneScript Services Georgia. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of BeneScript Services Georgia by the Georgia General Corporation Law or otherwise to make this Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

(e) No Violation. The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or By-laws of BeneScript Services Georgia, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of BeneScript Services Georgia is subject or to which BeneScript Services Georgia is a party.

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(f) **No Liabilities.** Except to the extent previously disclosed to BeneScript Services Florida, BeneScript Services Georgia has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

7. REPRESENTATIONS AND WARRANTIES OF BENESCRIP SERVICES FLORIDA.

BeneScript Services Florida hereby represents and warrants to BeneScript Services Georgia that:

(a) **Organization and Standing.** BeneScript Services Florida is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Authorized Capital Stock.** BeneScript Services Florida's authorized capital stock consists of 10,000,000 shares of common stock, par value \$1.00 per share, of which 1,000 shares are issued and outstanding.

(c) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of BeneScript Services Florida. Except for the shareholder approval as required by Section 5 of this Agreement, no further corporate action is required by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of BeneScript Services Florida, enforceable against BeneScript Services Florida in accordance with its terms.

(d) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of BeneScript Services Florida, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of BeneScript Services Florida is subject or to which BeneScript Services Florida is a party.

9. GENERAL PROVISIONS.

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) **Headings.** The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Expenses.** BeneScript Services Florida shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

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(d) Amendment; Termination. This Agreement may be terminated or amended by the mutual consent of the Boards of Directors of the Constituent Corporations, whether before or after approval of this Agreement by the shareholder of BeneScript Services Georgia or by the shareholder of BeneScript Services Florida. —

(e) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

(f) Further Assurances. BeneScript Services Georgia agrees that from time to time following the Effective Date, as and when requested by BeneScript Services Florida, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as BeneScript Services Florida may deem necessary or desirable, in order more fully to vest in and confirm to BeneScript Services Florida title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each corporation that is a party hereto has caused its duly authorized officer to execute this Agreement and Plan of Merger.

BENESCRIP SERVICES, INC.,
a Florida corporation

Dated: 9-20-2007

By: Paul J. Berube
Paul J. Berube, President and
Chief Executive Officer

BENESCRIP SERVICES, INC.,
a Georgia corporation

Dated: 9-20-2007

By: Paul J. Berube
Paul J. Berube, President and
Chief Executive Officer