

PO1000103237

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

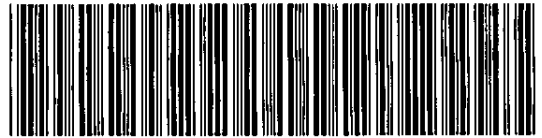
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800271336048

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
15 APR -2 PM 2:13
NOT ACKNOWLEDGE
TO AGENCY OF FILING
SUFFICIENCY OF FILING

merge

APR 03 2015

R. WHITE

RECEIVED
15 APR -2 PM 2:13
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 574758 7424465

AUTHORIZATION :

COST LIMIT : \$70.00

ORDER DATE : April 2, 2015

ORDER TIME : 12:48 PM

ORDER NO. : 574758-005

CUSTOMER NO: 7424465

ARTICLES OF MERGER

ZYCARE, INC.

INTO

QUALITY ASSURED SERVICES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

FILED

ARTICLES OF MERGER

15 APR -2 PM 9:12

of

ZYCARE, INC.
(a North Carolina corporation)

with and into

QUALITY ASSURED SERVICES, INC.
(a Florida corporation), being the surviving entity

April 1, 2015

In accordance with the North Carolina Business Corporation Act (the "NC Act") and Section 607.1101 et seq. of the Florida Business Corporation Act (the "FL Act"), the undersigned does hereby certify that:

1. That the name and state of incorporation of each of the constituent entities (the "Constituent Entities") of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
ZyCare, Inc.	North Carolina
Quality Assured Services, Inc.	Florida

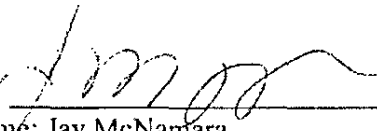
2. An Agreement and Plan of Merger, in substantially the form attached hereto as Exhibit A (the "Agreement") between the Constituent Entities has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with the requirements of the FL Act and the NC Act, effective as of April 1, 2015.
3. Pursuant to Section 607.1103(7) of the FL Act, shareholder approval for Quality Assured Services, Inc. is not required.
4. The name of the surviving entity shall be Quality Assured Services, Inc., a Florida corporation.
5. The authorized capital stock of ZyCare, Inc. is One Hundred Thousand (100,000) shares of Common Stock, par value \$0.00 per share.
6. The executed Agreement is on file at the principal place of business of the surviving entity, the address of which is 30 South Keller Road, Orlando, Florida 32810.
7. A copy of the Agreement will be furnished by the surviving entity, on request and without cost, to any stockholder of either of the Constituent Entities.

8. The merger shall become effective as of 12:01 a.m. Eastern Standard Time on April 1, 2015.
9. The Certificate of Incorporation of Quality Assured Services, Inc. shall be the Certificate of Incorporation of the surviving entity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be executed by its duly authorized officer as of the date first written above.

QUALITY ASSURED SERVICES, INC.
a Florida corporation

By: 
Name: Jay McNamara
Title: Assistant Secretary

ZYCARE, INC.
a North Carolina corporation

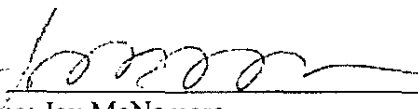
By: 
Name: Jay McNamara
Title: Assistant Secretary

Exhibit A

Agreement of Merger

Attached

AGREEMENT AND PLAN OF MERGER

of

ZYCARE, INC.

and

QUALITY ASSURED SERVICES, INC.

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement of Merger"), dated as of March 31, 2015, is made by and between ZyCare, Inc., a North Carolina corporation (the "Merged Entity"), and Quality Assured Services, Inc., a Florida corporation ("QAS" and, together with the Merged Entity, the "Constituent Entities").

WHEREAS, the Constituent Entities have agreed to the merger of the Merged Entity with and into QAS (the "Merger");

WHEREAS, the Board of Directors and the sole shareholder of the Merged Entity and the Board of Directors and sole stockholder of QAS have each approved the Merger in accordance with the North Carolina Business Corporation Act (the "NC Act") and the Florida Business Corporation Act (the "FL Act" and, together with the NC Act, the "Code"), as applicable; and

WHEREAS, the Constituent Entities have agreed to execute this Agreement of Merger as provided under the Code;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Constituent Entities hereby agree as follows:

1. The Merger. Effective as of the effective time set forth in the Certificate of Merger as filed with the Secretary of State of the State of Florida and the Articles of Merger as filed with the Secretary of State of the State of North Carolina (the "Effective Time"), in accordance with this Agreement of Merger and the Code, the Merged Entity shall be merged with and into QAS, the separate existence of the Merged Entity shall cease, and QAS shall continue as the surviving entity (the "Surviving Entity").

2. Effect of the Merger. When the Merger has been effected, the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; and all the rights, privileges, powers and franchises of each of the Constituent Entities and all property, real, personal and mixed, including, without limitation, all tax attributes of the Constituent Entities, and all debts due to either of the Constituent Entities on whatever account, as well as stock subscriptions and all other things in action or belonging to each of such entities shall be vested in the Surviving Entity; and all property, rights, privileges,

powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of the Constituent Entities, and the title to any real estate vested by deed or otherwise, in any of such Constituent Entities, 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 any of said Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Entities shall thereafter attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3. Consummation of the Merger. The parties hereto will cause the Merger to be consummated by filing a Certificate of Merger with the Secretary of State of the State of Florida and Articles of Merger with the Secretary of State of the State of North Carolina in such form as required by, and executed in accordance with, the relevant provisions of the Code.

4. Certificate of Incorporation, Bylaws, Directors and Officers. The Certificate of Incorporation and Bylaws of the Surviving Entity shall be identical to the Certificate of Incorporation and Bylaws of QAS as in effect immediately prior to the Effective Time until thereafter amended as provided therein and under the FL Act. The members of the Board of Directors and officers of QAS immediately prior to the Effective Time shall be the Board of Directors and officers of the Surviving Entity immediately following the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the Bylaws of the Surviving Entity, or until their respective successors are elected and qualified.

5. Treatment of Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or the holders of any of the shares of capital stock of the Constituent Entities:

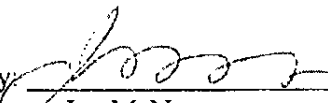
- (a) Each share of each class or series of capital stock of the Merged Entity issued and outstanding immediately prior to the Effective Time will be canceled and no consideration shall be issued in respect thereof.
- (b) Each share of each class or series of capital stock of QAS issued and outstanding, or held in treasury, immediately prior to the Effective Time will remain an identical issued and outstanding, or treasury, share of QAS, unaffected by the Merger.

6. Taking of Necessary Action. Each of the Constituent Entities shall use all reasonable efforts to take all such actions as may be necessary or appropriate in order to effectuate the Merger under the Code or any other applicable laws. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement of Merger and to vest the Surviving Entity with full right, title and possession to all assets, property, rights, privileges, powers and franchises of either of the Constituent Entities, the officers and directors of the Surviving Entity are fully authorized in the name any of the Constituent Entities to take all such lawful and necessary actions.

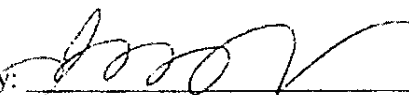
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement and Plan of Merger to be executed as of the date first above written.

ZYCARE, INC.,
a North Carolina corporation

By: 
Name: Jay McNamara
Title: Assistant Secretary

QUALITY ASSURED SERVICES, INC.,
a Florida corporation

By: 
Name: Jay McNamara
Title: Assistant Secretary