

845501

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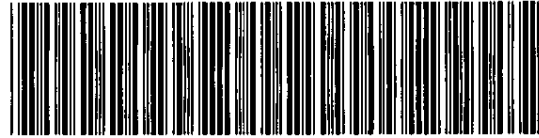
(Business Entity Name)

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

ACCOUNT NO. : I20000000195

REFERENCE : 196943 4392992

AUTHORIZATION : 

COST LIMIT : \$ 704.00

ORDER DATE : June 28, 2016

ORDER TIME : 10:31 AM

ORDER NO. : 196943-010

CUSTOMER NO: 4392992

ARTICLES OF MERGER

PSS HOLDING, INC.

INTO

MCKESSON MEDICAL-SURGICAL INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender -- ext. 62956

EXAMINER'S INITIALS: _____

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)
McKesson Medical-Surgical Inc.	Virginia	845501

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
PSS Holding, Inc.	Florida	P97000026790

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 7 / 1 / 2016 (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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 June 28, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on N/A 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 28, 2016.

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

(Attach additional sheets if necessary)


Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director:

Typed or Printed Name of Individual & Title

McKesson Medical-Surgical Inc.



John G. Saia, Director, VP & Secretary

PSS Holding, Inc.

John G. Saia, Director, VP & Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated June 29, 2016 (the "Agreement"), is entered into by and between PSS Holding, Inc., a Florida corporation (the "Merging Entity"), and McKesson Medical-Surgical Inc., a Virginia corporation (the "Surviving Corporation").

BACKGROUND

WHEREAS, Surviving Corporation desires to acquire all of the properties and other assets, and to assume all of the liabilities and obligations, of Merging Entity by means of a merger of Merging Entity with and into Surviving Corporation;

WHEREAS, the Boards of Directors of each of Merging Entity and Surviving Corporation believe it is in the best interests of Merging Entity and Surviving Corporation to consummate the Merger under and pursuant to the provisions of this Agreement and the Virginia Stock Corporation Act; and

WHEREAS, for United States federal income tax purposes, the Merger is intended to qualify as a reorganization within the meaning of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368 of the Code.

TERMS

In consideration of the mutual agreements contained in this Agreement, the parties agree on the terms set forth below.

1. Merger. Subject to the requisite approval of their respective stockholders, Merging Entity shall be merged with and into Surviving Corporation (the "Merger").
2. Effective Time. The Merger shall become effective immediately upon the filing of a certificate of merger with the Secretary of State of Virginia in accordance with the Virginia Stock Corporation Act or at such later time as is specified in the articles of merger (the "Effective Time").
3. Surviving Entity. Surviving Corporation shall be the surviving entity of the Merger (the "Surviving Entity") and shall continue to be governed by the laws of the State of Virginia. At the Effective Time, the separate legal existence of Merging Entity shall cease.
4. Articles of Incorporation. The Articles of Incorporation of Surviving Corporation as it exists at the Effective Time shall be the Articles of Incorporation of Surviving Entity immediately following the Effective Time, unless and until the same shall thereafter be amended or repealed in accordance with Virginia Stock Corporation Act.
5. Bylaws. The bylaws (the "Bylaws") of Surviving Corporation as they exist at the Effective Time shall be the Bylaws of the Surviving Entity immediately following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions of such Bylaws and Virginia Stock Corporation Act.
6. Officers and Directors. The officers and directors of Surviving Corporation immediately prior to the Effective Time shall be the officers and directors 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 Surviving Corporation, or until their respective successors are elected and qualified.

7. Survival of Surviving Corporation Stock. At the Effective Time, each share of stock of Surviving Corporation issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall not be affected by the Merger.

8. Cancellation of Merging Entity Ownership Interest. At the Effective Time, by virtue of the Merger and without any action on the part of Surviving Corporation, Merging Entity, or any holder of Merging Entity ownership shall be cancelled and no longer remain outstanding.

9. Transfer, Conveyance and Assumption. At the Effective Time, Surviving Corporation shall continue in existence as the Surviving Entity, and without further transfer, succeed to and possess all of the rights, privileges and powers of Merging Entity, and all of the assets and property of whatever kind and character of Merging Entity shall vest in Surviving Corporation without further act or deed; thereafter, Surviving Corporation, as the Surviving Entity, shall be liable for all of the liabilities and obligations of Merging Entity, and any claim or judgment against Merging Entity may be enforced against Surviving Corporation, as the Surviving Entity, in accordance with Pennsylvania Business Corporation Law.

10. Amendment. The parties to this Agreement may amend this Agreement at any time prior to the Effective Time; provided that an amendment made subsequent to the approval of this Agreement by the members of either party to this Agreement shall not change any terms or conditions of this Agreement if such change would have materially adverse effect on the members of either party to this Agreement.

11. Registered Office. The registered office of Surviving Corporation in the State of Virginia is located at 11 South 12th Street, Richmond, VA 23218.

12. Inspection of Agreement. Executed copies of this Agreement will be on file at 1 Post Street, San Francisco, CA 94104. A copy of this Agreement shall be furnished by Surviving Corporation, on request and without cost, to any stockholder or owner of either Merging Entity or Surviving Corporation.

13. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time: (a) by mutual written consent of Surviving Corporation and Merging Entity; or (b) by either Surviving Corporation or Merging Entity if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining Surviving Corporation or Merging Entity from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable. If this Agreement is terminated pursuant to the preceding sentence, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

14. Further Assurances. If at any time Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of Merging Entity, or otherwise to carry out the provisions hereof, the proper representatives of Merging Entity as of immediately prior to the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

15. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Virginia.

16. Service of Process. On and after the Effective Time, Surviving Corporation agrees that it may be served with process in Virginia in any proceeding for enforcement of any obligation of Merging Entity or Surviving Entity arising from the Merger.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

18. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the parties to this Agreement, has caused this Agreement to be executed as of the date first written above.

PSS HOLDING, INC.,
a Florida corporation

By: 

Name: John G. Saia

Title: Vice President and Secretary

MCKESSON MEDICAL-SURGICAL INC.,
a Virginia corporation

By: 

Name: John G. Saia

Title: Vice President and Secretary

[Signature Page to Agreement and Plan of Merger between PSS Holding, Inc. and McKesson Medical-Surgical Inc.]