

FM000005840
Florida Department of State
Division of Corporations
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((H190001039143)))



H190001039143ABC

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FILED
Mar 28, 2019 08:00 AM
Secretary of State

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SECRETARY OF STATE

MERGER OR SHARE EXCHANGE
IQVIA INC.

Certificate of Status	0
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March 29, 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

IQVIA INC.
10 WATERVIEW BLVD #100
PARSIPPANY, NJ 07054

SUBJECT: IQVIA INC.
REF: F17000005840

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Check one of the boxes in section 4.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Tracy L Lemieux
Regulatory Specialist II

FAX Aud. #: H19000103914
Letter Number: 919A00006268

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SECRET

HONOR ORIGINAL DATE 03-28-19

P.O. BOX 6327 - Tallahassee, Florida 32314

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ValueCentric, LLC	Florida	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
IQVIA Inc.	Delaware	Corporation
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FILED
Mar 28, 2019 08:00 AM
Secretary of State**

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:
- _____
- _____
- _____


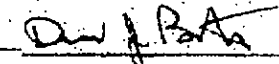
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

March 31, 2019

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.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
IQVIA Inc.		Eric Sherbet
ValueCentric, LLC		Dan Barton
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<u>Fees:</u>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of March 28, 2019 by and among IQVIA Inc., a Delaware corporation ("**Acquiror**"), ValueCentric, LLC, a Florida limited liability company ("**VCFL**"), and ValueCentric, LLC a New York limited liability company ("**VCNY**" and, together with VCFL, the "**Companies**").

WHEREAS, in accordance with Title 8, Section 264 of the Delaware General Corporation Law, Article 10 of the New York Limited Liability Company Law, and Section 605.04073 of the Florida Revised Limited Liability Company Act, the sole director of Acquiror and the sole member of each of the Companies have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Acquiror and its sole director and stockholders, and the Companies and their corresponding sole members:

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Companies, in accordance with the New York Limited Liability Company Law, the Delaware General Corporation Law, and the Florida Revised Limited Liability Company Act, will merge with and into the Acquiror, with the Acquiror as the surviving entity (the "**Merger**"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 1004 of the New York Limited Liability Company Law, Title 8, Section 264 of the Delaware General Corporation Law, and Section 605.1026 of the Florida Revised Limited Liability Company Act, the Companies shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Companies shall cease, and the Acquiror shall continue as the surviving entity (the "**Surviving Entity**"). The effects and consequences of the Merger shall be as set forth in this Agreement, the Delaware General

Corporation Law, the Florida Revised Limited Liability Company Act, and Georgia Business Corporation Code.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file with respect to the Merger (i) a certificate of merger (the "**DE Certificate of Merger**") complying with Title 8, Section 264(c) of the Delaware General Corporation Law with the Secretary of State of the State of Delaware, and (ii) a certificate of merger (the "**NY Certificate of Merger**") complying with Section 1003 of the New York Limited Liability Company Law with the New York Department of State Division of Corporations, and a certificate of merger (the "**FL Certificate of Merger**") complying with Section 605.1026 of the Florida Revised Limited Liability Company Act with the Florida Department of State Division of Corporations. The Merger shall become effective on March 31, 2019 (the "**Effective Time**").

(b) The Merger shall have the effects set forth in New York Limited Liability Company Law, the Delaware General Corporation Law, and Florida Revised Limited Liability Company Act. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Companies shall vest in the Acquiror, as the Surviving Entity, and all debts, liabilities, obligations and duties of the Companies shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Entity.

3. Organizational Documents. The Bylaws of the Acquiror in effect at the Effective Time shall be the Bylaws of the Surviving Entity until thereafter amended as provided therein or by the Delaware General Corporation Law, and the certificate of incorporation of the Acquiror in effect at the Effective Time, shall be the certificate of incorporation of the Surviving Entity until thereafter amended as provided therein or by the Delaware General Corporation Law.

4. Board Members and Officers. The sole director and officers of the Acquiror immediately prior to the Effective Time shall be the sole director and officers of the Surviving Entity.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Companies or the holders of membership interests of the Companies, all outstanding membership interests of the Companies will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefore.

6. Entire Agreement. This Agreement together with the DE Certificate of Merger, NY Certificate of Merger, and FL Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained

herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No-Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.


12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ACQUIROR:

IQVIA INC.

By 
Name: Eric Sherbet
Title: SVP and General Counsel

VCNY:

VALUECENTRIC, LLC, a New
York limited liability company

By _____
Name: Dan Barton
Title: Vice President

VCFL:

VALUECENTRIC, LLC, a Florida
limited liability company

By _____
Name: Dan Barton
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

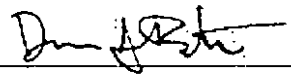
ACQUIROR:

IQVIA INC.

By _____
Name: Eric Sherbet
Title: SVP and General Counsel

VCNY:

**VALUECENTRIC, LLC, a New
York limited liability company**

By  _____
Name: Dan Barton
Title: Vice President

VCFL:

**VALUECENTRIC, LLC, a Florida
limited liability company**

By  _____
Name: Dan Barton
Title: Vice President