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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Management Health Solutions, Inc.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Arvid von Taube, Esq.

Contact Person

Masterman, Culbert & Tully LLP

Firm/Company

One Lewis Wharf

Address

Boston, MA 02110

City/State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Arvid von Taube

Name of Contact Person

At ( 617 )

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**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314





**Agreement and Plan of Merger**

<sup>287</sup> This Agreement and Plan of Merger (the "**Merger Agreement**") dated as of December 28, 2012, by and among Management Health Solutions, Inc., a New York corporation ("**MHS**"), AtPar, Inc., a Delaware corporation ("**AtPar**"), and Inventories Specialists, Inc., a Florida corporation ("**ISI**" collectively with AtPar as the "**Subsidiaries**"). MHS and the Subsidiaries shall hereinafter be collectively called the "**Constituent Companies**".

**Preliminary Statements**

- A. MHS is a corporation duly organized and existing under the laws of the State of New York.
- B. AtPar is a corporation duly organized and existing under the laws of the State of Delaware.
- C. ISI is a corporation duly organized and existing under the laws of the State of Florida.
- D. The Subsidiaries are wholly-owned subsidiaries of MHS, which, as the sole shareholder of each, has determined, in the judgment of its Board of Directors, that the reorganization effected by this Merger Agreement is in the best interests of the Constituent Companies.
- E. MHS' sole shareholder is MHS Holding Company, Inc., a Delaware corporation.
- F. The Boards of Directors of the Constituent Companies deem it advisable and in the best interests of the Constituent Companies that AtPar and ISI each be merged with and into MHS, with MHS as the surviving corporation, upon the terms and conditions provided herein (the "**Merger**").
- G. For federal income tax purposes, it is intended that the Merger shall qualify as a tax free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.
- H. All corporate action and approvals of shareholders and directors as may be required by applicable New York, Delaware, and Florida law have been taken in order to effect the Merger.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth herein and for other valuable consideration, the receipt of which is hereby acknowledged, the Constituent Companies hereby agree to merge in accordance with the following plan:

1. **Merger.** At the Effective Time, as defined below, and subject to the terms and conditions hereof and the provisions of the New York Business Corporation Law with particular reference to Section 904-a (the "**New York Law**"), the Delaware General Corporation Law with particular reference to Section 252 (the "**Delaware Law**"), and the Florida Business Corporation Act with particular reference to Section 1101 (the "**Florida Law**"), AtPar and ISI shall both be merged with and into MHS. The separate existence of both AtPar and ISI shall thereupon cease and MHS shall continue as the surviving corporation upon the Merger. The Merger shall be consummated as promptly as practicable by duly filing an appropriate Certificate of Merger with the Secretary of State of New York, Certificate of Merger of Domestic Corporation into Foreign Corporation with the Secretary of State of Delaware, and Articles of Merger with the Secretary of State of Florida, each in such form as is required by, and executed in accordance with, the relevant provisions of New York Law, Delaware Law, and Florida Law, respectively. This Merger Agreement is intended by the Constituent Companies to constitute the Agreement and Plan of Merger contemplated by such aforementioned state laws.

2. **Effective Time.** The Effective Time of the Merger (the "**Effective Time**") shall be the date of the filing of the Certificate of Merger with the Secretary of State of New York.

3. **Assumption of Liabilities.** The separate corporate existence of MHS, as the surviving corporation, with all its purposes, objects, rights, powers, certificates and franchises, shall continue unimpaired by the Merger. MHS shall succeed to all the properties and assets of the Subsidiaries and to all debts, causes of action and other interest due or belonging to the Subsidiaries and shall be subject to, and responsible for, all the debts, liabilities and duties of the Subsidiaries as set forth in Section 906 of the New York Law, Section 259 of the Delaware Law, and Section 1106 of the Florida Law, respectively. MHS, as the surviving corporation, shall be subject to suit in the State of Delaware for obligations of AtPar arising prior to the Effective Time, and in the State of Florida for obligations of ISI arising prior to the Effective Time, for so long as the foregoing obligations remain outstanding.

4. **Capital Stock.** As of the Effective Time, the capital stock of both AtPar and ISI shall be deemed canceled and returned and cease to exist.

5. **Directors and Officers and Governing Documents.** The Directors and Officers of MHS shall be the same upon the Effective Time as they are for MHS immediately prior thereto. The Articles of Organization and the By-Laws of MHS shall continue to be the Articles of Organization and the By-Laws of MHS, as the surviving corporation, without change or amendment until further amended in accordance with the provisions thereof and New York Law.

6. **Further Assurances.** From time to time, as and when required by MHS, there shall be executed and delivered on behalf of either or both of the Subsidiaries, such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other

action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in MHS the title to and possession of powers, franchises, authority and assets of either or both of the Subsidiaries and otherwise carry out the purposes of this Merger Agreement, and the Officers and Directors of MHS are fully authorized in the name and on behalf of either or all of the Constituent Companies to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. **Amendment.** Prior to the Effective Time, this Merger Agreement may be amended in any manner as may be determined in the judgment of the Directors of MHS to be necessary, desirable or expedient.

IN WITNESS WHEREOF, the Constituent Companies have hereunto set their hands and seals as of this 20 day of December, 2012.

**MANAGEMENT HEALTH SOLUTIONS, INC.**

(a New York corporation)

By:  \_\_\_\_\_

Name: Bruce F. Boggs  
Title: President & CEO

**ATPAR, INC.** (a Delaware corporation)

By:  \_\_\_\_\_

Name: Bruce F. Boggs  
Title: President & CEO

**INVENTORIES SPECIALISTS, INC.** (a Florida corporation)

By:  \_\_\_\_\_

Name: Bruce F. Boggs  
Title: President & CEO