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*9-30-07*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Sage Software Healthcare, 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:

Mike Pham  
(Contact Person)

Sage Software, Inc.  
(Firm/Company)

56 Technology Drive  
(Address)

Irvine, CA 92618  
(City/State and Zip Code)

For further information concerning this matter, please call:

Mike Pham At ( 949 ) 450-3886  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**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

**ARTICLES OF MERGER  
OF  
MEDWARE SOLUTIONS, INC.  
WITH AND INTO  
SAGE SOFTWARE HEALTHCARE, INC.**

eff  
9-30-07

Pursuant to the provisions of Section 607.1105 and 607.1107 of the Florida Business Corporation Act, MedWare Solutions, Inc., a Florida corporation, and Sage Software Healthcare, Inc., a Delaware corporation, do hereby adopt the following Articles of Merger and set forth:

1. The name of the entities which are parties to the merger contemplated by these Articles of Merger (the "**Merger**") are:

- (a) MedWare Solutions, Inc., a Florida corporation (the "**Merging Corporation**"), and
- (b) Sage Software Healthcare, Inc., a Delaware corporation (the "**Surviving Corporation**").

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2. The Merging Corporation is hereby merged with and into Surviving Corporation and the separate existence of the Disappearing Corporation shall hereupon cease. The Surviving Corporation shall continue its corporate existence in the State of Delaware as the surviving corporation after the Merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.
3. The Merger shall become effective upon the close of business on September 30, 2007, in accordance with the provision of Section 607.1105 and 607.1106 of the Florida Business Corporation Act.
4. The Agreement and Plan of Merger was unanimously and duly adopted by the Board of Directors and the Sole Shareholder of the Merging Corporation by unanimous written consent on September 14, 2007 in lieu of holding special meetings, pursuant to Sections 607.0821 and 607.0704 of the Florida Business Corporation Act.
5. The Agreement and Plan of Merger was unanimously and duly adopted by the Board of Directors and the Sole Shareholder of the Surviving Corporation by unanimous written consent on September 14, 2007 in lieu of holding special meetings, pursuant to Sections 141(f) and 228(a) of the Delaware General Corporation Law.
6. The Address of the Surviving Corporation's principal office is:  
2202 N. West Shore Blvd., Suite 300, Tampa, FL 33607.

7. The Surviving Corporation hereby appoints the Florida Department of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the Merger.
8. The Surviving Corporation agrees to promptly pay to the dissenting shareholders of each domestic corporation party to the merger, the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act. There are no dissenting shareholders of the Merging Corporation, and there are no dissenting shareholders of the Surviving Corporation.

Each of the undersigned declares that the facts herein stated are true, and executes these Articles on behalf of the respective party to these Articles of Merger, as of September 14, 2007.

**MERGING CORPORATION**

**MedWare Solutions, Inc.**

By: 

Name: Jeanne Walters

Title: Senior Vice President, Finance

**SURVIVING CORPORATION**

**Sage Software Healthcare, Inc.**

By: 

Name: Ronald F. Verni

Title: President and CEO

**EXHIBIT A**

**Agreement and Plan of Merger  
between  
MedWare Solutions, Inc.  
and  
Sage Software Healthcare, Inc.**

**See attached**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this 14 day of September, 2007, between Sage Software Healthcare, Inc., a Delaware corporation (the "**Surviving Corporation**") and MedWare Solutions, Inc., a Florida corporation (the "**Disappearing Corporation**").

NOW, THEREFORE, the Disappearing Corporation and the Surviving Corporation agrees as follows:

1. Terms and Conditions of Merger. The effective date of the Merger shall be upon the close of business on September 30, 2007 (the "**Effective Date**"). On the Effective Date, the Disappearing Corporation shall be merged with and into the Surviving Corporation (the "**Merger**") and the separate existence of the Disappearing Corporation shall thereupon cease. The Surviving Corporation shall continue its corporate existence in the State of Delaware as the surviving corporation after the Effective Date.
2. Mode of Carrying into Effect. This Agreement and Plan of Merger shall become effective upon the filing of the Certificate of Merger in the State of Delaware and the Articles of Merger in the State of Florida.
3. Effect of Merger on Outstanding Shares. Upon the Effective Date of the Merger, by virtue of the Merger and without any action on the part of any holder thereof, each share and each certificate representing shares of the capital stock of the Disappearing Corporation outstanding immediately prior thereto shall automatically be cancelled, and no shares of the Surviving Corporation shall be issued in exchange therefore. The outstanding shares of the Surviving Corporation shall remain outstanding and shall not be affected by the Merger.
4. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date, shall continue (until amended or repealed as provided by applicable law) to be the Articles of Incorporation and Bylaws of the Surviving Corporation without change or amendment.
5. Directors and Officers. The directors and officers of the Surviving Corporation shall continue as the directors and officers of the Surviving Corporation immediately after the Merger.
6. Subsequent Action. If, at any time after the Effective Date, it shall be necessary or desirable to take any action or execute, deliver or file any instrument or document in order to vest, perfect or confirm of record in the Surviving Corporation the title to any property or any rights of


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the Disappearing Corporation, or otherwise to carry out the provisions of this Agreement, the directors and officers of the Surviving Corporation are hereby authorized and empowered on behalf of the Disappearing Corporation and in its name to take such action and execute, deliver and file such instruments and documents.

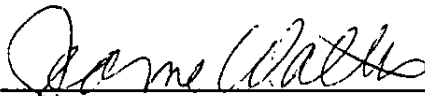
7. Rights and Duties of the Surviving Corporation. On the Effective Date, the Surviving Corporation shall thereupon and thereafter possess all rights, privileges, immunities, licenses, and permits (whether of a public or private nature) of the Disappearing Corporation; and all property (real, personal, and mixed), all debts due on whatever account, all choses in action, and all and every other interest of or belonging to or due to the Disappearing Corporation shall continue and be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Disappearing Corporation.
8. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger abandoned at the election of the Board of Directors of the Surviving Corporation.

Each of the undersigned declares that the facts herein stated are true, and executes this Agreement and Plan of Merger on behalf of the respective party as of the Effective Date.

**Surviving Corporation:**  
Sage Software Healthcare, Inc.,  
a Delaware corporation

By:   
Name: Ronald F. Verni  
Title: President and Chief Executive Officer

**Disappearing Corporation:**  
MedWare Solutions, Inc.,  
a Florida corporation

By:   
Name: Jeanne Walters  
Title: Senior Vice President, Finance