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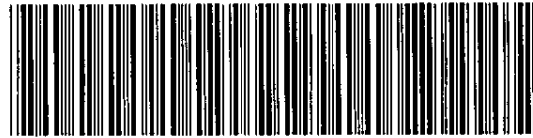
(Business Entity Name)

(Document Number)

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IN A PROWL COPIE
SUBJECT: MURDER OF KING

FILED
OCT 30 AM 10:25
FBI - NEW YORK

OCT 31 2014

C. CARROTHERS



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 357029 4392992

AUTHORIZATION :

COST LIMIT :

[Handwritten signature]
\$ 78.75

ORDER DATE : October 29, 2014

ORDER TIME : 9:12 AM

ORDER NO. : 357029-010

CUSTOMER NO: 4392992

ARTICLES OF MERGER

PSS SERVICES, INC.

INTO

PSS WORLD MEDICAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: PSS World Medical, 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:

Olivia M. Brown

(Contact Person)

Corporate Secretary's Office, McKesson Corporation

(Firm/Company)

1 Post Street, 35th Floor

(Address)

San Francisco, CA 94104

(City/State and Zip Code)

For further information concerning this matter, please call:

Olivia M. Brown

(Name of Contact Person)

At (415) 983-8967

(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
(Profit Corporations)

FILED

OCT 30 AM 10:25

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
PSS World Medical, Inc.	Florida	G36074

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
PSS Service, Inc.	Florida	P97000026780

Third: The Plan of Merger is attached.

Please See Exhibit A

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 10 / 31 / 14 (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.)

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 10/31/2014 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 10/31/2014 and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

Willie C. Boyer

Willie C. Bogan, Director

PSS Service, Inc.

Willie C. Bogan

Willie C. Bogan, Director

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>PSS World Medical, Inc.</u>	<u>Florida</u>

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>PSS Service, Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Section 8 and 9 of Agreement and Plan of Merger

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

N/A

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

N/A

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated October 31, 2014 (the "Agreement"), is entered into by and between PSS Service, Inc., a Florida corporation ("Merging Corporation"), and PSS World Medical, Inc., a Florida corporation ("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 Corporation by means of a merger of Merging Corporation with and into Surviving Corporation; and

WHEREAS, the Boards of Directors of each of Merging Corporation and Surviving Corporation believe it is in the best interests of Merging Corporation and Surviving Corporation to consummate the merger under and pursuant to the provisions of this Agreement and the Florida Business Corporation Act.

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 Corporation 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 Florida in accordance with the Florida Business 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 Florida. At the Effective Time, the separate legal existence of Merging Corporation shall cease.
4. Certificate 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 the Florida Business Corporation Act.
5. By-laws. The By-laws of Surviving Corporation (the "By-laws") as they exist at the Effective Time shall be the By-laws 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 By-laws and the Florida Business 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. Conversion of Merging Corporation Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Surviving Corporation, Merging Corporation, any holder of Merging Corporation shares, or any other person, 100% of the issued and outstanding shares of capital stock of Merging Corporation shall be converted, in the aggregate, into validly issued, fully paid, and nonassessable shares of capital stock of Surviving Corporation.

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 Corporation, and all of the assets and property of whatever kind and character of Merging Corporation 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 Corporation, and any claim or judgment against Merging Corporation may be enforced against Surviving Corporation, as the Surviving Entity, in accordance with the Florida Business Corporation Act.

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 Florida is located at 1201 Hays Street, Tallahassee, Florida 32301 and the name of the registered agent of Surviving Corporation at such address is Corporation Service Company.

12. Inspection of Agreement. Executed copies of this Agreement will be on file at the principal place of business of Surviving Corporation at 1 Post Street, San Francisco, California 94104. A copy of this Agreement shall be furnished by Surviving Corporation, on request and without cost, to any stockholder of either Merging Corporation 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 Corporation; or (b) by either Surviving Corporation or Merging Corporation 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 Corporation 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 Corporation, or otherwise to carry out the provisions hereof, the proper representatives of Merging Corporation 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 Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

16. Service of Process. On and after the Effective Time, Surviving Corporation agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of Merging Corporation or Surviving Corporation 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 SERVICE, INC.
a Florida corporation

By: Willie C. Bogan
Name: Willie C. Bogan
Title: Vice President and Secretary

PSS WORLD MEDICAL, INC.
a Florida corporation

By: Willie C. Bogan
Name: Willie C. Bogan
Title: Vice President and Secretary