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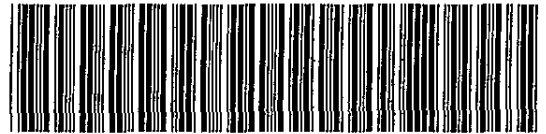
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TALLAHASSEE, FLORIDA

J. BRYAN JAN 7 2004



ROSENBERG | MARTIN | FUNK | GREENBERG, LLP

25 South Charles Street, Suite 2115 Baltimore, Maryland 21201-3305 T 410.727.6600 F 410.727.1115 rosenbergmartin.com

C.J. PERSSON

CJPERSSON@ROSENBERGMARTIN.COM

December 29, 2003

SENT BY FEDERAL EXPRESS

Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

Re: Articles of Merger
First Choice Rx, Inc.
Institutional Pharmacy Services, LLC

Dear Mr./Madam Clerk:

Enclosed for filing are Articles of Merger, including an Agreement and Plan of Merger, for the above-referenced domestic business entities. A check for \$60.00 is also enclosed to cover the filing fee.

Please return all correspondence concerning this matter to the following:

C.J. Persson
Rosenberg | Martin | Funk | Greenberg, LLP
25 South Charles Street, Suite 2115
Baltimore, Maryland 21202

Should you have any questions or problems with this request, please contact me immediately at (410) 727-6600.

Very truly yours,

C.J. Persson

Enclosure

cc: Mr. David W. Rombro
Mr. Raymond S. Matko
Stuart R. Rombro, Esquire

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. First Choice RX, Inc. 2255 Glades Road, Suite 218A Boca Raton, FL 33431	Florida	corporation
Florida Document/Registration Number: P03000047446		FEI Number: 56 235 2537
2. Institutional Pharmacy Services, LLC 110 Century Boulevard, First Floor West Palm Beach, FL 33417	Florida	limited liability company
Florida Document/Registration Number: L03000051412		FEI Number: 20-0499125
3.		
Florida Document/Registration Number:		FEI Number:
4.		
Florida Document/Registration Number:		FEI Number:

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Institutional Pharmacy Services, LLC	Florida	limited liability co.
110 Century Boulevard, First Floor		
West Palm Beach, FL 33417		

Florida Document/Registration Number: L03000051412

FEI Number: 20-0499125

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity

Signature(s)

Typed or Printed Name of Individual

First Choice RX, Inc.

Kimberlee Price, President

Institutional Pharmacy Services, LLC

David W. Rombro, Manager
of DMD Pharmacy Services, LLC,
Managing Member

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of December 2, 2003, is made by and between **INSTITUTIONAL PHARMACY SERVICES, LLC**, a Florida limited liability company ("**Institutional Pharmacy**"), and **FIRST CHOICE RX, INC.**, a Florida corporation ("**First Choice**").

WHEREAS, the board of directors of First Choice and the Managing Member of Institutional Pharmacy each deems it advisable for the general welfare of its constituent business and owners that the entities merge into a single limited liability company pursuant to this Agreement and the applicable laws of the State of Florida.

NOW, THEREFORE, the parties hereto agree that First Choice shall be merged with and into Institutional Pharmacy, with Institutional Pharmacy as the surviving entity (sometimes hereinafter called the "Surviving Party") and First Choice as the merging party (sometimes hereinafter called the "Merging Party"), in accordance with the applicable laws of the State of Florida (the "Merger"), and that the terms and conditions of the Merger and the mode of carrying it into effect shall be as follows:

Section 1. Effective Date

The Merger shall become effective at the close of business on the date on which the Articles of Merger, in the form attached hereto as Exhibit A, are accepted by the Secretary of State of the State of Florida (the "**Secretary of State**") (the "**Effective Date**").

Section 2. Governing Law

The Surviving Party shall be governed by the laws of the State of Florida.

Section 3. Manner of Converting Shares.

The mode of carrying the Merger into effect and the manner and basis of converting the shares of First Choice into membership interests of the Surviving Party are as follows:

a. Each share of the common stock of First Choice that is issued and outstanding on the Effective Date shall, by virtue of the Merger, be surrendered for cancellation and exchanged for 0.431% of the total membership interests in Institutional Pharmacy. Following the surrender, cancellation and conversion of the common stock of First Choice, the identity and respective membership interests of each of the members of Institutional Pharmacy shall be as follows:

Debbie Schulman	6.25%
Norman Schulman	6.25%
Denise Rossi	6.25%
Kimberlee Price	6.25%
DMD Pharmacy Services, LLC	75.00%

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Debbie Schulman, Norman Schulman, Denise Rossi and Kimberlee Price shall be referred to hereinafter collectively as the "Minority Members."

b. Each share of common stock of First Choice, which share is held in First Choice's treasury on the Effective Date, shall, by virtue of the Merger and without further action, be retired and cancelled.

c. The membership interests in Institutional Pharmacy outstanding on the Effective Date shall remain outstanding.

d. The membership interests in Institutional Pharmacy prior to, as the result of, and following the Merger shall be uncertificated.

Section 4. Management.

Until the election and qualification of its successor(s), the Managing Member of the Surviving Party shall be the Managing Member of Institutional Pharmacy on the Effective Date. The name and address of the Managing Member are as follows: DMD Pharmacy Services, LLC, 110 Century Boulevard, First Floor, West Palm Beach, Florida 33417.

Section 5. Effect of the Merger

On the Effective Date, the separate existence of First Choice shall cease (except insofar as continued by statute), and shall be merged with and into Institutional Pharmacy. Except as provided herein, all the property, real, personal and mixed, of First Choice, and all debts due to it, shall be transferred to and vested in the Surviving Party, without further act or deed. The Surviving Party shall thenceforth be responsible and liable for all the liabilities and obligations of each of the constituent parties, and any claim or judgment against either of the constituent parties may be enforced against the Surviving Party.

Section 6. Approval of Shareholders and Members

To the extent required by the laws of the State of Florida, this Agreement and Plan of Merger shall be submitted for approval to the owners of the constituent parties.

Section 7. Representations and Warranties

First Choice represents and warrants to Institutional Pharmacy and its members as follows:

a. Corporate Organization.

First Choice is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

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b. Capitalization.

First Choice's authorized capital stock consists of 1000 shares of common stock of which 100 shares are issued and outstanding, fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase shares of the common stock from First Choice.

c. Subsidiaries.

First Choice has no subsidiaries.

d. Undisclosed Material Liabilities.

First Choice does not have any material liabilities of any nature (whether secured or unsecured, accrued, absolute or contingent, unliquidated or otherwise and whether known or unknown or due or to become due) as of the Effective Date other than account payables. First Choice does not know of any basis for the assertion against the Surviving Party by any person of a material claim based on a liability, which is not disclosed.

e. Contracts.

Except as heretofore disclosed in writing by First Choice to Institutional Pharmacy, First Choice is not a party to any material contract that is to be performed in whole or in part at or after the date of this Agreement.

f. No Material Adverse Change.

1. There has been no occurrence that has had a material adverse affect on the business, operations, assets or condition (financial or otherwise) (a "**MAC**") of First Choice;

2. There has been no damage or destruction of any of the assets of First Choice by fire or other casualty, whether or not covered by insurance; and

3. First Choice has conducted its business only in the normal course.

g. Title.

First Choice has good and marketable title to all the real property and good and valid title to all other property other than property disposed of in the ordinary course of business after said date. Except as heretofore disclosed in writing by First Choice to Institutional Pharmacy, the properties of First Choice are not subject to any mortgage, encumbrance, or lien of any kind except minor encumbrances that do not materially interfere with the use of the property in the conduct of the business of First Choice.

h. Taxes.

All federal, state and local tax returns and tax reports (or extensions relating thereto) required to be filed by First Choice have been filed on a timely basis with the appropriate

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governmental agencies in all jurisdictions in which such returns and reports are required to be filed and all such returns and reports were true and correct when filed and all federal, state, local and foreign taxes due from, or properly accruable by, First Choice with respect to taxable periods ending on the Effective Date have been fully and timely paid (or, if not yet payable, have been fully provided for and funds reserved for such payments).

i. Legal Proceedings.

There are no disputes, claims, actions, suits, proceedings, arbitrations investigations, either administrative or judicial, pending or to the best knowledge of First Choice, threatened or contemplated against or affecting First Choice at law or in equity or otherwise, before or by any court or governmental agency or body, domestic or foreign, or before an arbitrator of any kind. First Choice is not aware of any state of facts or the occurrence of any event that might result in a MAC. To the best knowledge of First Choice, First Choice is not in violation of or in default in respect of any judgment, order, writ, injunction or decree of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

j. Compliance with Laws.

To the best knowledge of First Choice, First Choice is operated and is currently in compliance in all material respects with all applicable federal, state, local and other governmental laws and ordinances, and all applicable orders, rules and regulations of federal, state, local and other governmental agencies. First Choice has not received any claim or notice that its business is not in material compliance with any of the foregoing.

k. Absence of Conflicting Agreements.

Neither the execution and delivery of this Agreement by First Choice, nor the performance by it of the transactions contemplated thereby or compliance with the terms thereof (a) conflicts with, or constitutes a breach of, or a default under, or will result in a breach or violation of (i) any applicable law, or any applicable rule, judgment, order, writ, injunction or decree of any court, or (ii) any applicable rule or regulation of any administrative agency or other governmental authority to which First Choice is bound or to which the property of First Choice is subject; (b) any provision of the charter or by-laws of First Choice; (c) violates any provision of or results in the breach of, or entitles any party to accelerate or terminate (whether after the giving of notice or lapse of time or both) an obligation under, any mortgage, lien, lease, contract, license, note, indenture, instrument or any other material agreement to which First Choice is a party; or (d) results in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property of First Choice.

l. Insurance. First Choice has in effect commercial liability insurance against loss or liability in connection with the conduct of its business, including contractual liability, which was issued by a reputable insurer licensed to issue such policy in the State of Florida, identifies First Choice as the insured and has been continuously maintained during the course of First Choice's operations.

m. Authorization.

Execution of this Agreement has been duly authorized and approved by the board of directors of First Choice.

Section 8. Conduct of First Choice Pending the Effective Date

First Choice covenants that between the date of this Agreement and the Effective Date:

a. Articles of Incorporation and Bylaws.

No change will be made in First Choice's Articles of Incorporation or Bylaws.

b. Capitalization, and So Forth.

First Choice will not make any change in its authorized or issued capital stock, declare or pay any dividend or other distribution, or issue, encumber, purchase, or otherwise acquire any of its capital stock.

c. Shareholders' Meeting.

First Choice will submit this Agreement to the shareholders' meeting contemplated by Section 6 hereof with a favorable recommendation by its board of directors and will use its best efforts to obtain the requisite shareholder approval.

d. Conduct of Business.

First Choice will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Institutional Pharmacy, enter into any material commitment except in the ordinary course of business, cancel or not renew the insurance described in Section 7.1. hereof, or increase, directly or indirectly, the compensation of any officer or employee.

Section 9. Indemnification

The Minority Members hereby jointly and severally covenant and agree to indemnify and hold harmless the Surviving Party and the Managing Member thereof against and with respect to any and all damage, loss, liability, deficiency, cost and expense (including, without limitation, reasonable attorneys' fees) resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement, covenant or obligation on the part of First Choice contained in this Agreement and any and all actions, suits, proceedings, demands, assessments, judgments, out-of-pocket costs, reasonable attorneys' fees and out-of-pocket expenses of any nature incident to the foregoing.

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Section 10. General Provisions

a. Further Assurances. At any time, and from time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

b. Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

c. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representations, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

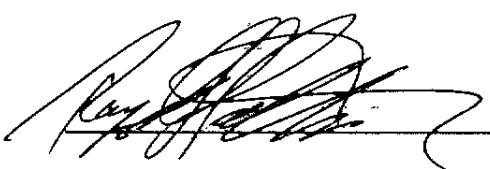
d. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

e. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns, provided, however, that any assignment of either party or its rights and under this Agreement without the written consent of the other party shall be void.

f. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

ATTEST:

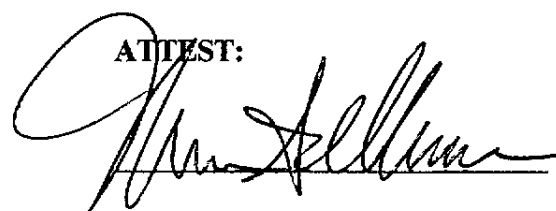


**INSTITUTIONAL PHARMACY SERVICES,
LLC**


By: DMD Pharmacy Services, LLC
Managing Member

By: 
David W. Rombro, Manager

ATTEST:



FIRST CHOICE RX, INC.

By: 
Kimberlee Price, President

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