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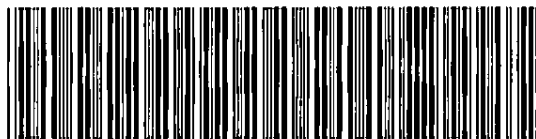
(Business Entity Name)

(Document Number)

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DEC 26 2017
T. SCHROEDER

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 12/23/2019

Acc#I20160000072

en: c SW

Name:	CAPSTONE PERFORMANCE SYSTEMS, LLC
Document #:	
Order #:	12501702

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
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Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 80.00

Thank you!

**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>
Capstone Performance Systems, LLC	Florida	Limited Liability Company
Capstone Performance Systems, LLC	Delaware	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>
Capstone Performance Systems, LLC	Delaware	Limited Liability Company

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).

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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 limited 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:

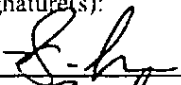
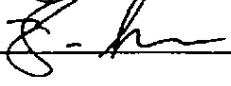
228 Strawbridge Drive, Suite 100, Moorestown, NJ 08057

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:

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:
Capstone Performance Systems, LLC		Brian W. Adams
Capstone Performance Systems, LLC		Brian W. Adams

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

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AGREEMENT AND PLAN OF MERGER
OF
CAPSTONE PERFORMANCE SYSTEMS, LLC
WITH AND INTO
CAPSTONE PERFORMANCE SYSTEMS, LLC

AGREEMENT AND PLAN OF MERGER (this "Plan of Merger"), dated as of December 23, 2019, by and between Capstone Performance Systems, LLC, a Florida limited liability company ("Capstone Florida"), and Capstone Performance Systems, LLC, a Delaware limited liability company ("Capstone Delaware"), with reference to the following recitals:

WHEREAS, Tabula Rasa HealthCare, Inc., a Delaware corporation, holds (i) all of the issued and outstanding membership interests of Capstone Florida (the "Capstone Florida Membership Interests") and (ii) all of the issued and outstanding membership interests of Capstone Delaware (the "Capstone Delaware Membership Interests"); and

WHEREAS, the member of Capstone Florida and the member and the Board of Managers of Capstone Delaware have adopted resolutions approving this Agreement and Plan of Merger in accordance with the Florida Revised Limited Liability Company Act (the "Florida Act") and Delaware Limited Liability Company Act (the "DLLCA").

NOW, THEREFORE, the parties hereto, in consideration of the covenants herein contained and intending to be legally bound, agree as follows:

1. Parties to Merger. Capstone Florida and Capstone Delaware (such parties to the merger being hereinafter sometimes collectively referred to as the "Constituent Companies") shall effect a merger (the "Merger") in accordance with and subject to the terms and conditions of this Plan of Merger.

2. Merger; Service of Process. At the Effective Time (as defined below), Capstone Florida shall be merged with and into Capstone Delaware, which shall be, and is hereinafter sometimes referred to as, the "Surviving Company." The Surviving Company, which shall continue to be governed by the laws of the State of Delaware, hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Capstone Florida, as well as for enforcement of any obligation of the Surviving Company arising from the Merger. A copy of such process shall be mailed by the Secretary of the State of the State of Delaware to the Surviving Company c/o Registered Office Service Company, 203 NE Front Street, Suite 101, Milford, Kent County, DE 19963.

3. Filing and Effective Time. A Certificate of Merger to be filed with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the DLLCA shall be delivered to the appropriate Delaware state officials for filing. Articles of Merger to be filed with the Secretary of State of the State of Florida in accordance with Section 605.1025 of the Florida Act shall be delivered to the appropriate Florida state officials for filing. The Merger shall become effective upon filing of the Certificate of Merger and Articles of Merger (the "Effective Time").

4. Certificate of Formation. At the Effective Time, the Certificate of Formation of Capstone Delaware shall be and thereafter remain the certificate of formation of the Surviving Company, until amended in accordance with applicable law.

5. Operating Agreement. At the Effective Time, the Limited Liability Company Operating Agreement of Capstone Delaware shall be and thereafter remain the operating agreement of the Surviving Company until altered, amended or repealed in the manner therein provided in accordance with the Certificate of Formation and the Limited Liability Company Operating Agreement of the Surviving Company and applicable law.

6. Manager and Officers. At the Effective Time, the managers and the officers of Capstone Delaware shall be the managers and the officers of the Surviving Company; each such manager and officer shall hold office until his or her resignation or removal, in accordance with the Limited Liability Company Operating Agreement of the Surviving Company and applicable law.

7. Effect of Merger. At the Effective Time, the Merger shall have the effects set forth in the DLLCA and the Florida Act. To the extent applicable, the Surviving Company shall pay to the member of Capstone Florida the amount to which such member is entitled pursuant to its appraisal rights in accordance with Sections 605.1006 and 605.1061-605.1072 of the Florida Act.

8. Further Assurances. Each of the Constituent Companies shall use its best efforts to take all action and to do all things necessary in order to consummate and make effective the actions contemplated in this Plan of Merger. If at any time the Surviving Company, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Company its rights, title or interest in, to or under any of the rights, properties or assets of Capstone Florida acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan of Merger, Capstone Florida and its officers and directors shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise to carry out the purposes of this Plan of Merger; and the officers and directors of the Surviving Company are fully authorized in the name of Capstone Florida or otherwise to take any and all such action.

9. Membership Interests. At the Effective Time, the Capstone Florida Membership Interests, issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be canceled and cease to exist. At the Effective Time, the issued and outstanding Capstone Delaware Membership Interests shall continue to be issued and outstanding and shall represent the membership interests of the Surviving Company.

10. Amendment or Termination. Notwithstanding sole member or stockholder approval of this Plan of Merger, this Plan of Merger may be amended or terminated at any time on or before the Effective Time by agreement of the member of Capstone Florida and the Board of Managers of Capstone Delaware.

11. Counterparts. This Plan of Merger may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that a facsimile may be executed as an original.

12. Intended Tax Treatment. Capstone Florida and Capstone Delaware are each classified as an entity disregarded as separate from its owner for U.S. federal income tax purposes pursuant to Treasury Regulations Section 301.7701-3 and as such the Merger is intended to be disregarded for U.S. federal income tax purposes.

[SIGNATURE PAGE FOLLOWS]

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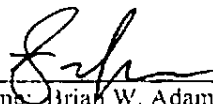
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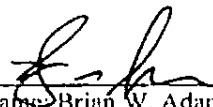
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first written above.

CAPSTONE PERFORMANCE SYSTEMS, LLC

By: TABULA RASA HEALTHCARE, INC.,
Its managing member

By: 
Name: Brian W. Adams
Title: Chief Financial Officer

CAPSTONE PERFORMANCE SYSTEMS, LLC

By: 
Name: Brian W. Adams
Title: Chief Financial Officer and Secretary

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