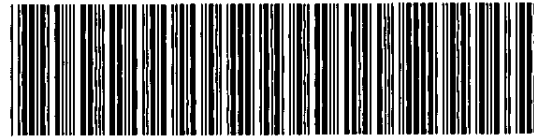


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TALLAHASSEE, FLORIDA



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EXAMINER

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: All-Med Services of Florida, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Patricia Tassinari

Contact Person

Greenberg Traurig

Firm/Company

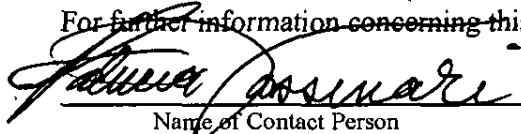
Address

City, State and Zip Code

tassinari@gtlaw.com

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

For further information concerning this matter, please call:


Name of Contact Person

at (850)

521-8576

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

ARTICLES OF MERGER
OF
UNIVITA SPECIALTY INFUSION PHARMACY LLC,
a Delaware limited liability company,

with and into

ALL-MED SERVICES OF FLORIDA, INC.,
a Florida corporation

Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act, as amended ("FBCA"), Univita Specialty Infusion Pharmacy LLC, a Delaware limited liability company, ("USIP") and All-Med Services of Florida, Inc., a Florida corporation ("All-Med"), adopt the following Articles of Merger for the purpose of merging USIP with and into All-Med, with All-Med being the surviving corporation in the merger (the "Merger"):

1. The Agreement and Plan of Merger for merging USIP with and into All-Med, with All-Med being the surviving corporation in the Merger, is attached hereto as Exhibit A and made a part hereof (the "Plan of Merger").

2. As required by the FBCA, the Plan of Merger was approved by the affirmative vote of the sole and managing member of USIP by written consent dated February 29, 2012. No vote or consent by any other person other than the sole and managing member of USIP is required under the USIP Amended and Restated Limited Liability Company Operating Agreement.

3. As to All-Med, the Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the state of Florida and by All-Med's Articles of Incorporation.

4. These Articles of Merger shall be effective upon filing with the Department of State of the State of Florida.

FILED
2012 FEB 29 PM 2:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have duly executed these Articles of Merger as of the 29 day of February, 2012.

UNIVITA SPECIALTY INFUSION PHARMACY LLC

By: 

Name: Jeffrey J. Sjobeck

Its: Vice President and Treasurer

ALL-MED SERVICES OF FLORIDA, INC.

By: _____

Name: Eileen M. Coggins

Its: Senior Vice President, General Counsel and Secretary

2012 FEB 29 PM 2:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

IN WITNESS WHEREOF, the parties hereto have duly executed these Articles of Merger as of the 29 day of February, 2012.

UNIVITA SPECIALTY INFUSION PHARMACY LLC

By: _____
Name: Jeffrey J. Sjobeck
Its: Vice President and Treasurer

ALL-MED SERVICES OF FLORIDA, INC.

By: Eileen M. Coggins
Name: Eileen M. Coggins
Its: Senior Vice President, General Counsel and Secretary

FILED
2012 FEB 29 PM 4:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit A

Plan of Merger

[see attached]

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TALLAHASSEE, FLORIDA

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2012 FEB 29 PM 4:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

BETWEEN

UNIVITA SPECIALTY INFUSION PHARMACY LLC
(a Delaware limited liability company)

AND

ALL-MED SERVICES OF FLORIDA, INC.
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated as of February 29, 2012 (this "Plan"), is between Univita Specialty Infusion Pharmacy LLC, a Delaware limited liability company ("USIP") and All-Med Services of Florida, Inc., a Florida corporation ("All-Med").

WITNESSETH:

WHEREAS, All-Med desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of USIP by means of a merger of USIP with and into All-Med, whereby All-Med shall be the surviving entity (the "Merger");

WHEREAS, Section 607.1108 of the Florida Business Corporation Act (the "Florida Corporation Law") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), authorize the merger of USIP with and into All-Med;

WHEREAS, the sole and managing member of USIP and the board of directors of All-Med desire to effect the Merger pursuant to Section 607.1108 of the Florida Corporation Law and Section 18-209 of the DLLCA; and

WHEREAS, the sole and managing member of USIP and the board of directors of All-Med have approved and declared the advisability of this Plan and the consummation of the Merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) At the Effective Time (as defined below), USIP shall be merged with and into All-Med, whereupon the separate existence of USIP shall cease, and All-Med shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 607.1108 of the Florida Corporation Law and Section 18-209 of the DLLCA.

(b) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as USIP and All-Med shall determine, All-Med shall file a certificate of merger (the "DE Certificate of Merger") with the Secretary of State of the State of Delaware and Articles of Merger with the Department of State of the State of Florida and make all other filings or recordings required by Delaware and Florida law in connection with the Merger. The Merger shall become effective at such date and time as the DE Certificate of Merger and Articles of Merger are filed with the Secretary of State of the State of Delaware and the Department of State of the State of Florida, respectively (the "Effective Time").

SECTION 1.02. Conversion of Interests. At the Effective Time:

(a) Each membership interest in USIP outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) Each share of capital stock in All-Med outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a share of capital stock in the Surviving Corporation.

ARTICLE II

THE SURVIVING CORPORATION

SECTION 2.01. Articles of Incorporation. The articles of incorporation of All-Med in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation. The name of the Surviving Corporation shall be All-Med Services of Florida, Inc.

SECTION 2.02. Bylaws. The bylaws of All-Med in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation.

SECTION 2.03. Directors and Officers. The directors and officers of All-Med immediately prior to the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Corporation.

SECTION 2.04. Address. The address for the known place of business of the Surviving Corporation shall be 14101 Commerce Way, Miami Lakes, FL 33016.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.01. Representations and Warranties of USIP. USIP hereby represents and warrants that it:

(a) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its operating agreement;
and

(d) has full power and authority to execute and deliver this Plan and consummate the Merger and the other transactions contemplated by this Plan.

SECTION 3.02. Representations and Warranties of All-Med. All-Med hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its articles of incorporation or bylaws; and

(d) has full corporate power and authority to execute and deliver this Plan and consummate the Merger and the other transactions contemplated by this Plan.

ARTICLE IV

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 4.01. Transfer, Conveyance and Assumption. At the Effective Time, All-Med shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all of the rights, privileges and powers of USIP, and all of the assets and property of whatever kind and character of USIP shall vest in All-Med without further act or deed; thereafter, All-Med, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of USIP, and any claim or judgment against USIP may be enforced against All-Med, as the Surviving Corporation, in accordance with Section 607.11101 of the Florida Corporation Law and Section 18-209 of the DLLCA.

SECTION 4.02. Liability and Service of Process. At the Effective Time, the Surviving Corporation shall consent to be sued and served with process in the State of Delaware, and the Surviving Corporation shall irrevocably appoint the Secretary of State of the State of Delaware as agent to accept service of process in any proceeding in the State of Delaware to enforce against the Surviving Corporation any obligation of USIP.

SECTION 4.03. Further Assurances. If at any time USIP 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 Corporation the title to any property or right of All-Med, or otherwise to carry out the provisions hereof, the proper representatives of All-Med as of 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 Corporation, and otherwise to carry out the provisions hereof.

ARTICLE V

CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party. The obligations of All-Med and USIP to consummate the Merger are subject to the satisfaction or waiver of the following conditions as of the Effective Time:

(a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;

(b) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained; and

(c) this Plan shall have been adopted by the holders of all of the outstanding voting power of USIP and All-Med in accordance with the requirements of Florida Corporation Law, the DLLCA and the governing documents of each of USIP and All-Med, and such consent shall not have been subsequently been revoked.

ARTICLE VI

TERMINATION

SECTION 6.01. Termination. This Plan may be terminated and the Merger may be abandoned at any time prior to the Effective Time, notwithstanding the adoption of this Plan by the sole and managing member of USIP or the board of directors of All-Med by mutual written consent of each of All-Med and USIP.

SECTION 6.02. Effect of Termination. If this Plan is terminated pursuant to Section 6.01, this Plan shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Amendments; No Waivers.

(a) This Plan may be amended, modified or supplemented by the parties hereto at any time prior to the Effective Time, whether before or after the adoption of this Plan by the holders of membership interests of USIP or the stockholders of All-Med; provided, however, that after any such adoption, there shall not be made any amendment that by law requires the further approval by such holder without such further approval. This Plan may not be amended except by an instrument in writing signed on behalf of each of All-Med and USIP.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 7.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, among All-Med and USIP, or

their representatives, are merged into this Plan, and this Plan shall constitute the entire understanding between All-Med and USIP with respect to the subject matter hereof.

SECTION 7.03. Successors and Assigns. The provisions of this Plan 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 Plan without the consent of the other party hereto.

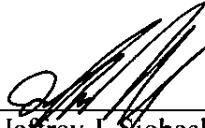
SECTION 7.04. Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws.

SECTION 7.05. Counterparts; Effectiveness. This Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be duly executed by their respective authorized representatives as of the day and year first above written.

UNIVITA SPECIALTY INFUSION PHARMACY LLC

By: 
Name: Jeffrey J. Sjobeck
Title: Vice President and Treasurer

ALL-MED SERVICES OF FLORIDA, INC.

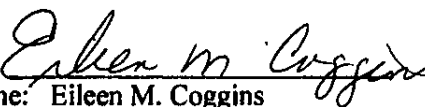
By: _____
Name: Eileen M. Coggins
Title: Senior Vice President, General Counsel and
Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be duly executed by their respective authorized representatives as of the day and year first above written.

UNIVITA SPECIALTY INFUSION PHARMACY LLC

By: _____
Name: Jeffrey J. Sjoberg
Title: Vice President and Treasurer

ALL-MED SERVICES OF FLORIDA, INC.

By: 
Name: Eileen M. Coggins
Title: Senior Vice President, General Counsel and Secretary

ACTION BY WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS OF
ALL-MED SERVICES OF FLORIDA, INC.
a Florida corporation

February 29, 2012

Pursuant to Section 607.0821 of the Florida Business Corporation Act and Article II, Section 15 of the Bylaws (the "*Bylaws*") of All-Med Services of Florida, Inc., a Florida corporation (the "*Company*"), the undersigned, being the members of the Board of Directors of the Company (the "*Board*"), hereby take the following actions by written consent (the "*Written Consent*"):

WHEREAS, there has been presented to the Board for consideration a proposed Agreement and Plan of Merger pursuant to which Univita Specialty Infusion Pharmacy LLC, a Delaware limited liability company, will merge with and into the Company (the "*Plan*") in substantially the form attached hereto as Exhibit A;

WHEREAS, Article II of the Company's Bylaws vests the Board with the authority to direct and manage the business and affairs of the corporation; and

WHEREAS, the Board has determined it to be advisable and in the best interests of the Company and its sole shareholder to approve the Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Plan, and the transactions contemplated thereby be, and the same hereby are, adopted and approved, with such changes therein or amendments thereto as a proper officer executing the same on behalf of the Company, in consultation with legal counsel, shall approve.

RESOLVED FURTHER, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed by the proper officers of the Company prior to the passage of these resolutions be, and the same hereby are, ratified, confirmed and approved in all respects.

[Signature page follows]

This Written Consent may be signed by facsimile, which shall be deemed an original, and shall be filed with the minutes of the proceedings of the Board.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first set forth above.

DIRECTORS:



Dave Willcutts

Eileen M. Coggins



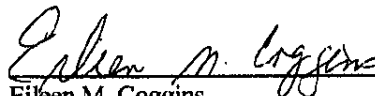
Jeffrey J. Sjoberg

This Written Consent may be signed by facsimile, which shall be deemed an original, and shall be filed with the minutes of the proceedings of the Board.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first set forth above.

DIRECTORS:

Dave Willcutts



Eileen M. Coggins

Jeffrey J. Sjobeck

Exhibit A

Agreement and Plan of Merger

[to be attached]

ACTION BY WRITTEN CONSENT
OF
THE SOLE SHAREHOLDER OF
ALL-MED SERVICES OF FLORIDA, INC.
a Florida corporation

February 29, 2012

Pursuant to Section 607.0704 of the Florida Business Corporation Act (the "*Act*") and Article I, Section 13 of the Bylaws of (the "*Bylaws*") of All-Med Services of Florida, Inc., a Florida corporation (the "*Company*"), the undersigned, being the sole shareholder of the Company (the "*Sole Shareholder*"), hereby takes the following actions by written consent (the "*Written Consent*"):

Approval of Agreement and Plan of Merger

WHEREAS, the Company's Board of Directors (the "*Board*") approved and recommended to the Sole Shareholder for approval, the Agreement and Plan of Merger to be entered into between the Company and Univita Specialty Infusion Pharmacy LLC, a Delaware limited liability company (the "*Plan*") in substantially the form attached hereto as Exhibit A; and

WHEREAS, the Sole Shareholder has determined it to be advisable and in the best interests of the Company to enter into the Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Plan and the transactions contemplated thereby be and hereby are, approved, subject to such changes as may be approved by any proper officer of the Company, in consultation with legal counsel, his or her signature on such documents to constitute conclusive evidence of such approval.

RESOLVED FURTHER, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed by the proper officers of the Company prior to the passage of these resolutions be, and the same hereby are, ratified, confirmed and approved in all respects.

[Signature page follows]

This Written Consent may be signed by facsimile, which shall be deemed an original, and shall be filed with the minutes of the proceedings of the Shareholders of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first set forth above.

SOLE SHAREHOLDER:

ARROW HOLDINGS LLC

By: _____



Jeffrey A. Sjoberck
Vice President and Treasurer

Exhibit A

Agreement and Plan of Merger

[to be attached]

ACTION BY WRITTEN CONSENT
OF
THE SOLE MEMBER OF
UNIVITA SPECIALTY INFUSION PHARMACY LLC
a Delaware limited liability company

February 29, 2012

Pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act (the "*Act*") and the Amended and Restated Limited Liability Company Agreement of Univita Specialty Infusion Pharmacy LLC, a Delaware limited liability company (the "*Company*"), the undersigned, being the sole member of the Company (the "*Member*"), hereby consents to the following actions by written consent (the "*Written Consent*"):

Approval of Agreement and Plan of Merger

WHEREAS, there has been presented to the Member for consideration a proposed Agreement and Plan of Merger pursuant to which the Company will merge with and into All-Med Services of Florida, Inc., a Florida corporation (the "*Plan*") in substantially the form attached hereto as Exhibit A;

WHEREAS, pursuant to Section 18-209 of the Act, a domestic limited liability company may merge with and into an "other business entity" (as defined in the Act); and

WHEREAS, the Member has determined it to be advisable and in the best interests of the Company to enter into the Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Plan and the transactions contemplated thereby be and hereby are, approved, subject to such changes as may be approved by any proper officer of the Company, in consultation with legal counsel, his or her signature on such documents to constitute conclusive evidence of such approval.

RESOLVED FURTHER, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed by the proper officers of the Company prior to the passage of these resolutions be, and the same hereby are, ratified, confirmed and approved in all respects.


[Signature page follows]

This Written Consent may be signed by facsimile, which shall be deemed an original, and shall be filed with the minutes of the proceedings of the Member of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first set forth above.

SOLE MEMBER:

ARROW HOLDINGS LLC

By: 
Jeffrey J. Sjobeck
Vice President and Treasurer