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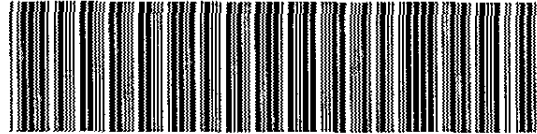
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TALLAHASSEE, FLORIDA

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RICHARD H. BRUCK
A Professional Corporation
19100 Von Karman Avenue, Suite 950
Irvine, California 92612
949.975.8181 (Phone)
949.975.8180 (Fax)

September 8, 2006

Via Federal Express

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

Re: Articles of Merger: UPCHUCK, LLC, a Nevada limited liability
company and Axium Healthcare Pharmacy, Inc., a Florida corporation

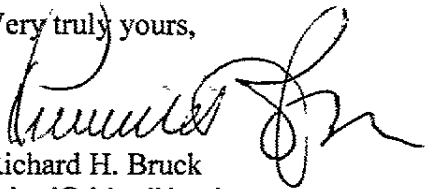
Dear Sir:

Enclosed please find the original and one copy of the Articles of Merger (the "Articles") with respect to the two above-referenced entities, along with UpChuck, LLC's check in the amount of \$78.75 to cover filing fees and one certified copy.

Please file the original Articles, certify and return the additional copy in the enclosed self-addressed, stamped envelope.

Should you have any questions or comments, please do not hesitate to contact the undersigned. Thank you for your courtesy and cooperation in this matter.

Very truly yours,


Richard H. Bruck
richard@richardhbruck.com

RHB:lsb
Enclosures/stated
cc: Mr. Mark Montgomery

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Axiom Healthcare Pharmacy, Inc.
(Name of Surviving Party)

Please return all correspondence concerning this matter to:

Mark C. Montgomery

(Contact Person)

Axiom Healthcare Pharmacy, Inc.

(Firm/Company)

550 Technology Park

(Address)

Lake Mary, Florida 32746

(City, State and Zip Code)

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For further information concerning this matter, please call:

Mark C. Montgomery at (888) 315.3395

(Name of Contact Person)

(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
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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>
UPCHUCK, LLC	Nevada	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>
Axiom Healthcare Pharmacy, Inc.	Florida	corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

N/A

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

Street address: 550 Technology Park

Lake Mary, Florida 32746

Mailing address: 550 Technology Park

Lake Mary, Florida 32746

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TALLAHASSEE, FLORIDA

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

UPCHUCK, LLC

Signature(s)

Type or Printed

Name of Individual:

Richard H. Bruck, Manager/Member

Axiom Healthcare Pharmacy, Inc.

Mark C. Montgomery, President

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 a member or authorized representative

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

PLAN OF MERGER

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>
UPCHUCK, LLC	Nevada	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>
Axiom Healthcare Pharmacy, Inc.	Florida	corporation

THIRD: The terms and conditions of the merger are as follows:

At the effective time of the merger, each of the outstanding membership interests (and the related percentage interests) in UPCHUCK, LLC will be converted into the right to receive their proportionate share of the merger consideration consisting of \$1,000 cash.

At the effective time, the Articles of Incorporation and Bylaws of Axiom Healthcare Pharmacy, Inc. shall be the Articles of Incorporation and Bylaws of the surviving corporation.

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

100% of the membership interests in UPCHUCK, LLC will be
converted into and exchanged for their proportionate share of
the merger consideration consisting of \$1,000 cash.

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TALLAHASSEE FLORIDA
SECRETARY OF STATE

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

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SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

N/A

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of May 8, 2006, is entered into between UPCHUCK, LLC, a Nevada limited liability company ("UPCHUCK") and AXIUM HEALTHCARE PHARMACY, INC., a Florida corporation ("AHPI"). UPCHUCK and AHPI are hereinafter collectively referred to as the "Constituent Corporations."

RECITALS

A. UPCHUCK is a limited liability company duly organized and existing under the laws of the State of Nevada;

B. AHPI is a corporation duly organized and existing under the laws of the State of Florida; and

C. On the date of this Agreement, UPCHUCK has three members who own membership interests in UPCHUCK in the following proportions:

James Peter Summerville	25%
The Charlene B. Nassif Trust	65%
Rancho de las Reinas, LLC	10%

The Managers of UPCHUCK, LLC are James Peter Summerville, Charlene B. Nassif and Richard H. Bruck

D. On the date of this Agreement, AHPI has authority to issue 7,000 shares of common stock, par value one dollar (\$1.00) per share ("AHPI Common Stock"), 1000 shares of which are issued and outstanding;

E. The Board of Directors and stockholders of AHPI and the members and managers of UPCHUCK have determined that it is advisable and in the best interest of their respective corporations that UPCHUCK merge with and into AHPI upon the terms and subject to the conditions set forth in this Agreement;

F. The Board of Directors and shareholders of AHPI and the members and managers of UPCHUCK have, by resolutions duly adopted, approved this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, UPCHUCK and AHPI hereby agree as follows:

1. Merger. UPCHUCK shall be merged with and into AHPI (the "Merger"), and AHPI shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall become effective upon the date and at the time of the filing of the Articles of Merger, providing for the Merger, with the Secretary of State of the State of Florida, but in no event a date later than 90 days after the filing of the Articles of Merger with the Secretary of State of Nevada (the "Effective Time").

2. Governing Documents. The Articles of Incorporation of AHPI, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, and thereafter amended in accordance with the provisions thereof and applicable

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laws. The bylaws of AHPI, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation, without change or amendment until thereafter amended in accordance with the provisions thereof, the provisions of the Articles of Incorporation of the Surviving Corporation and applicable laws.

3. Succession. At the Effective Time, the separate corporate existence of UPCHUCK shall cease, and AHPI shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of AHPI and UPCHUCK; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all assets, property, rights, tangible and intangible property, including patents and trademarks, privileges, powers and franchises; and all and every other interest, including 100% of the capital of UPCHUCK, shall be thereafter as effectually the property of the Surviving Corporation. The requirements of any plans, stockholders' agreements, voting trust agreements and/or any other agreements of UPCHUCK involving or relating to the membership interests or capital shall be satisfied by the payment of the merger consideration described in Section 5 below on the same terms and conditions as provided therein.

4. Directors and Officers. The directors and officers of AHPI at the Effective Time shall remain and be the directors and officers, holding the same titles and positions, of the Surviving Corporation at the Effective Time, and after the Effective Time shall serve in accordance with the bylaws of the Surviving Corporation.

5. Merger Consideration. At the Effective Time, each one percent (1%) percentage interest in UPCHUCK, LLC, representing membership interests therein, shall be converted into the right to receive, without interest, \$10.00 in cash. At the Effective Time, by virtue of the merger and without any action by the members or holders of the percentage interests, all percentage interests in UPCHUCK shall cease to be outstanding and be cancelled.

6. Further Assistance. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of UPCHUCK such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other actions, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of UPCHUCK, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of UPCHUCK or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein; provided, however, that no such amendment, modification or supplement not adopted and approved by the shareholders of UPCHUCK and AHPI shall affect the rights of the shareholders or members, as the case may be, of either entity in a manner which is materially adverse to the shareholders of either or both such corporations.

8. Abandonment. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of AHPI, notwithstanding approval of this Agreement by the shareholder of AHPI or by the members of UPCHUCK, or both, if in the opinion of such Board of Directors, the Merger is for any reason inadvisable.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned to any party without the prior written consent of the other party hereto.

IN WITNESS WHEREOF, UPCHUCK and AHPI have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

"UPCHUCK"

UPCHUCK, LLC,
a Nevada limited liability company

By: _____

Charlene B. Nassif, Manager

By: _____

James Peter Summerville, Manager

By: _____

Richard H. Bruck, Manager

James Peter Summerville, Member

Charlene B. Nassif Trust, Member

By: _____

Charlene B. Nassif, Trustee

RANCHO DE LAS REINAS, LLC, Member

By: _____

Richard H. Bruck, President and Manager

"AHPI"

AXIUM HEALTHCARE PHARMACY, INC.,
a Florida corporation

By: _____

Mark C. Montgomery, President