

P020000034578

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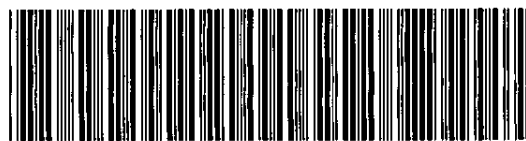
(Business Entity Name)

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EFFECTIVE DATE

1-1-13

RECEIVED
DEPARTMENT OF STATE
12 DEC 28 PM 1:49

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 DEC 28 PM 3:50

DEC 31 2012

T. BROWN

Merger

The logo for CSC Corporation Service Company, featuring the letters "CSC" in a bold, sans-serif font, with a stylized swoosh or underline beneath the letters.

CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 477083 4306525

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : December 28, 2012

ORDER TIME : 1:19 PM

ORDER NO. : 477083-010

CUSTOMER NO: 4306525

ARTICLES OF MERGER

MEDSAVE USA, INC.

INTO

FIRST SERVICE ADMINISTRATORS,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Stephanie Milnes

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 28, 2012

CSC
STEPHANIE MILNES
TALLAHASSEE, FL

SUBJECT: FIRST SERVICE ADMINISTRATORS, INC.
Ref. Number: P02000034578

We have received your document for FIRST SERVICE ADMINISTRATORS, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Teresa Brown
Regulatory Specialist II

Letter Number: 712A00030553

ARTICLES OF MERGER
(Profit Corporations)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 DEC 28 PM 3:50

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)	<u>EFFECTIVE DATE</u>
First Service Administrators, Inc.	Florida	P02000034578	1-1-13

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Medsave USA, Inc.	New York	N/A

Third: The Plan of Merger is attached.

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

OR 1 / 1 / 13 (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 12/28/12

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 12/28/12

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

(Attach additional sheets if necessary)


Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

First Service Administrators

re 

Jeff Tarlowe, Chief Financial Officer.

Medsave USA, Inc.

[Handwritten signature]

Jeff Tarlowe, Chief Financial Officer

[illegible]

1000

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

First Service Administrators, Inc.

Florida

Second: The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

Medsave USA, Inc.

New York

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

See the attached Agreement and Plan of Merger.

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

See the attached Agreement and Plan of Merger.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

See Amended and Restated Articles of Incorporation of the surviving corporation attached as Exhibit A to the Agreement and Plan of Merger.

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**"), dated as of December 28, 2012, is entered into by and between First Service Administrators, Inc., a Florida corporation (the "**Parent**"), and Medsave USA, Inc., a New York corporation ("**Subsidiary**"). The Parent and the Subsidiary are each referred to herein as a "**Party**" and collectively as the "**Parties**."

Recitals

WHEREAS, the Parent is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Subsidiary is a wholly owned subsidiary corporation of the Parent and is duly organized and existing under the laws of the State of New York;

WHEREAS, the board of directors of the Parent (the "**Parent Board**") has determined that the Merger (as defined below) is in the best interests of the Parent and the shareholders of the Parent and has recommended that this Agreement and the Merger be submitted to the shareholders of the Parent for their adoption and approval (the "**Parent Board Approval**"); and

WHEREAS, the board of directors of the Subsidiary (the "**Subsidiary Board**") has determined that the Merger is in the best interests of the Subsidiary and the shareholders of the Subsidiary and has recommended that this Agreement and the Merger be submitted to the shareholders of the Subsidiary for their adoption and approval (the "**Subsidiary Board Approval**").

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained and in accordance with applicable law, the Parties hereby agree as follows:

Agreement

1. **The Merger.** At the Effective Time (as defined below), the Subsidiary shall be merged with and into the Parent, the separate existence of the Subsidiary shall cease and the Parent shall continue in existence as the Parent (the "**Merger**"). The Parent shall be the surviving corporation in the Merger and is sometimes referred to herein as the "**Surviving Corporation**."

2. **Effective Time.** The Merger shall occur and be effective at the hour on the date set forth in the Articles of Merger filed with the Secretary of State of the State of Florida and the Certificate of Merger filed with the Secretary of State of the State of New York (the "**Effective Time**").

3. **Effects of the Merger.** At the Effective Time: (a) the separate existence of the Subsidiary shall cease and shall be deemed to be merged into the Parent in accordance with the provisions of this Agreement; (b) the Parent, as the Surviving Corporation, shall possess all the rights, privileges, immunities, powers, and franchises, as well of a public as of a private nature,

and be subject to all the restrictions, disabilities, and duties of the Subsidiary; (c) all property, real, personal, and mixed, and all debts due to the Subsidiary on whatever account, as well as for stock subscriptions as all other things in action, or belonging to the Subsidiary, shall be vested in the Parent as the Surviving Corporation; and (d) all property, rights, privileges, immunities, powers, and franchises, and all and every other interest shall be the property of the Parent as the Surviving Corporation as they were of the Subsidiary; provided that all rights of creditors and all liens upon any property of the Subsidiary shall be preserved unimpaired, and all debts, liabilities, and duties of the Subsidiary shall thenceforth attach to the Parent as the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contract by it.

4. Surviving Corporation.

(a) Articles of Incorporation. The Articles of Incorporation of the Parent are hereby amended and restated in their entirety as set forth in the attached Exhibit A. The Articles of Incorporation of the Parent, as amended and restated hereby, shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time until amended in accordance with applicable law.

(b) Bylaws. The Bylaws of the Parent, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation from and after the Effective Time until amended in accordance with applicable law.

(c) Directors and Officers. The directors and officers of the Parent in office immediately prior to the Effective Time shall be the initial directors and officers, respectively, of the Surviving Corporation and each shall hold his or her respective office or offices from and after the Effective Time, each to hold such office or offices in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

5. Cancellation of Capital Stock of Subsidiary. Each share of Subsidiary Common Stock (as defined below), including any shares of such shares held in treasury, outstanding immediately prior to the Effective Time shall, upon the Effective Time, automatically cease to exist and shall be cancelled, and the authorized capital stock of the Parent immediately prior to the Effective Time shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Effective Time.

6. Representations and Warranties of the Parent. The Parent is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated in the State of Florida on March 28, 2002 under the name Florida 1st Service Administrators, Inc. The authorized capital stock of the Parent consists of 100,884 shares of capital stock consisting of 100,000 shares of common stock, par value \$0.01 per share ("**Parent Common Stock**"), one (1) Preferred A Share, and 883 Preferred B Shares. As of the date hereof, there are (a) 5,848.4 shares of Parent Common Stock outstanding, (b) one (1) Preferred A Share outstanding, and (c) 866.7 Preferred B Shares outstanding. The holders of shares of Common Stock, the holder of the Preferred A Share, and the holders of the Preferred B Shares are entitled to vote on the Merger, with the holder of the Preferred A Share and the holders of the Preferred B Shares voting as separate classes.

7. Representations and Warranties of the Subsidiary. The Subsidiary is a corporation duly organized and existing under the laws of the State of New York, having been incorporated in the State of New York on August 2, 2001 under the name Medinnel, Inc. The authorized capital stock of the Subsidiary consists of 1,000 shares of common stock, no par value ("**Subsidiary Common Stock**"). As of the date hereof, there are 895 shares of Subsidiary Common Stock outstanding. The Parent, as the sole shareholder of the Subsidiary, is entitled to vote on the Merger.

8. Shareholder Approval. In furtherance of the Parent Board Approval and the Subsidiary Board Approval, this Agreement and the Merger shall be contingent upon adoption and approval thereof by the applicable shareholders of each of the Parties, in the manner as provided under applicable law.

9. Abandonment. Notwithstanding anything to the contrary contained herein, the Merger and this Agreement may be abandoned at any time prior to Effective Time at the option of the Parent Board of the Subsidiary Board for any reason.

10. Agreement and Plan. This instrument is intended to be and shall constitute both a plan of merger as contemplated by Section 607.1101 of the Florida Business Corporation Act and a plan of merger as contemplated by Section 902 the New York Business Corporation Law.

11. Additional Authority. The Parent Board and officers of the Parent shall be and are hereby authorized, directed, and empowered to do, or cause to be done, any and all acts and things, and to make, execute, deliver, and file, or cause to be made, executed, delivered, and filed, any and all instruments, declarations, conveyances, papers, and documents which shall be or shall hereafter become necessary or proper or convenient to carry out or put into effect any of the provisions of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

13. Amendments. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by each Party or, in the case of a waiver, by the Party against whom enforcement of any such waiver is sought.

14. Severability. The provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement and such provision shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken


together shall constitute one and the same Agreement and shall become effective when counterparts have been signed by each Party and delivered to each other Party, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of such Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

* * *

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date first written above.

Parent:

FIRST SERVICE ADMINISTRATORS, INC.

By: 
Glen Moller
Chief Executive Officer

Seller:

MEDSAVE USA, INC.


By: 
Glen Moller
Chief Executive Officer

Exhibit A

Amended and Restated Articles of Incorporation of the Parent

See attached.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FLORIDA SERVICE ADMINISTRATORS, INC.**

**ARTICLE I
NAME**

The name of the corporation is Florida Service Administrators, Inc. (the "**Corporation**").

**ARTICLE II
OFFICES**

The principal place of business and mailing address of the Corporation in the State of Florida shall be 3035 Lakeland Hills Blvd., Lakeland, Florida 33805 or at such other place within or without the State of Florida as the Board of Directors of the Corporation may from time to time designate. The Corporation may also have offices in such other places either within or without the State of Florida as the Board of Directors of the Corporation may from time to time designate or as the business of the Corporation may require.

**ARTICLE III
REGISTERED AGENT**

The name of the Corporation's registered agent is Corporation Service Company and the address of the registered agent's office is 1201 Hays Street, Tallahassee, FL 32301.

**ARTICLE IV
DURATION**

The Corporation shall have perpetual duration and existence.

**ARTICLE V
NATURE OF BUSINESS**

The general nature of the business to be transacted by this Corporation is to conduct any and all lawful activities or business permitted under the laws of the United States of America and the State of Florida, and in particular, without limitation, Chapter 607 of the Florida Statutes, entitled the Florida Business Corporation Act ("**FBCA**"), which is hereby incorporated by reference herein these Amended and Restated Articles of Incorporation.

**ARTICLE VI
CAPITAL STOCK**

Section 6.1. Class of Capital Stock. The total number of shares of all classes which the Corporation is authorized to have outstanding is 100,884 shares consisting of (i) 100,000 shares of voting Common Stock, \$0.01 par value per share (the "**Common Stock**"), (ii) one (1) share of Series A Preferred Stock, \$0.01 par value per share (the "**Series A Preferred Stock**"), and (iii) 883 shares of new Series B Preferred Stock, \$0.01 par value per share (the "**Series B Preferred**

Stock” and, collectively with the Series B Preferred Stock, the “**Preferred Stock**”). The relative rights, preferences, privileges, limitations and restrictions granted to or imposed on the Common Stock and the Preferred Stock or the holders thereof are set forth in this Article VI.

Section 6.2. Voting. Each share of Common Stock shall entitle the holder thereof to one (1) vote on any matter on which holders of Common Stock are entitled to vote. The holders of Preferred Stock shall not have any voting rights except as required by applicable law. In the event applicable law requires that the holders of Preferred Stock shall be entitled to vote as to a particular matter, each share of Preferred Stock shall entitle the holder thereof to one (1) vote on such matter.

Section 6.3. Dividends; Liquidation.

(a) In the event the Corporation shall declare, pay or set aside any dividends on shares of any class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock), the Corporation shall distribute to the holders of Common Stock and Preferred Stock such dividends in the priority and preference as contemplated in Section 6.3(c) below.

(b) Upon the occurrence of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (each, a “**Liquidation**”), or a Deemed Liquidation (defined below), the Corporation shall distribute to the holders of Common Stock and Preferred Stock the assets available for distribution to shareholders in the priority and preference as contemplated in Section 6.3(c) below.

(c) In the event of any distribution contemplated by Section 6.3(a) or (b), such distribution shall be made as follows:

(1) First, until the Series A Preferred Return Amount (as defined below) has been reduced to zero, all distributions shall be distributed to the holder of the Series A Preferred Stock, until such time as the holder of Series A Preferred Stock receives the Series A Preferred Return Amount;

(2) Second, until the Series B Preferred Return Amount (as defined below) has been reduced to zero, for each dollar distributed hereunder, (i) thirty percent (30%) of the amount of each such distribution shall be distributed pro rata among the holders of Common Stock then outstanding based on the number of shares of Common Stock held by each holder, and (ii) seventy percent (70%) of the amount of each such distribution shall be distributed pro rata among the holders of the Series B Preferred Stock, until such time as the holders of Series B Preferred Stock receive an aggregate amount equal to the Series B Preferred Return Amount; and

(3) Third, all remaining amount of such distribution shall be distributed pro rata among the holders of Common Stock then outstanding based on the number of shares of Common Stock held by each holder.

(d) For purposes of these Amended and Restated Articles of Incorporation, (1) the term “**Series A Preferred Return Amount**” means \$1,000,000, less the aggregate amount of all distributions made to the holder of Series A Preferred Stock pursuant to Section 6.3, and (2)

the term "**Series B Preferred Return Amount**" means \$3,000,000, less the aggregate amount of all distributions made to the holders of Series B Preferred Stock pursuant to Section 6.3.

(e) A Liquidation shall be deemed to be occasioned by, or to include a consolidation or merger of the Corporation with or into any other corporation or other entity or person in which the stockholders of the Corporation immediately prior to such consolidation, merger or reorganization, own less than fifty percent (50%) of the Corporation's voting power immediately after such consolidation, merger or reorganization or any transaction or series of related transactions to which the Corporation is a party in which in excess of fifty percent (50%) of the Corporation's voting power is transferred, excluding any consolidation or merger effected exclusively to change the domicile of the Corporation, or any sale of all or substantially all of the Corporation's assets, all of which shall be referred to as a "**Deemed Liquidation**."

(f) Upon the occurrence of a Deemed Liquidation, the holders of Common Stock and Preferred Stock shall be paid, for each share in cash or in securities received from the acquiring corporation, or in a combination thereof, at the closing of any such transaction, or as soon as practicable thereafter, the respective amounts as set forth in Section 6.3(c) above.

(g) Whenever any distribution provided for in this Section 6.3 shall be payable in securities or property other than cash, the value of such distribution shall be the fair market value, as determined in good faith by the Board of Directors of the Corporation, of such securities or other property.

Section 6.4. All rights in respect of the Series A Preferred Stock shall automatically terminate at such time as the Series A Preferred Return Amount is reduced to zero, and all rights in respect of the Series B Preferred Stock shall automatically terminate at such time as the Series B Preferred Return Amount is reduced to zero.

ARTICLE VII INDEMNIFICATION

The Corporation shall indemnify and advance expenses to, and may purchase and maintain insurance on behalf of its officers and directors to the fullest extent permitted by law as now or hereafter in effect.

ARTICLE VIII AMENDMENTS

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute or these Articles, and all rights conferred upon shareholders herein are granted subject to this reservation. These Amended and Restated Articles of Incorporation may be amended as provided by law.

Registered Agent Acceptance

Registered Office and Agent:

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

Entity name: First Service Administrators, Inc.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

By: Stephanie Milnes

Stephanie Milnes Assistant V.P.

Name and Title: _____