

PO20000034578

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

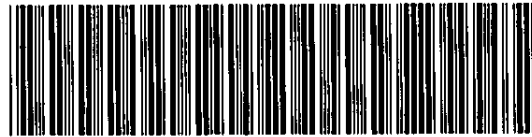
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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RECEIVED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2012 SEP 12 AM 11:27
RECEIVED
TO ADOPT/REPLACE
SUFFICIENCY OF FILING

APPROVED
AND
FILED
13 SEP 12 AM 11:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SEP 12 2013
T. LEMIEUX

Merfer

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA0000000017

Date: 9-12-13

Requestor Name: Carlton Fields

Address: Post Office Drawer 190
Tallahassee, Florida 32302

Telephone: (850) 513-3619 - direct
(850) 224-1585

Contact Name: Kim Pullen, CP, FRP

Corporation Name: Merger: MS Merger Sub, Inc.
into Medsave USA, Inc.

Email Address: _____

Entity Number: P13000072943 → P02000034578

Authorization: Kim Pullen

☐ Certified Copy

☐ New Filings

☐ Fictitious Name

☒ Plain Stamped Copy

☒ Amendments

☐ Certificate of Status

☐ Annual Report

☐ Registration

(X) Call When Ready

(X) Walk In

(X) Call if Problem

() Will Wait

() After 4:30

(X) Pick Up

CF Internal Use Only

Client: _____ Matter: _____

Name: _____ Office: _____

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA000000017

Date: 9-12-13

Requestor Name: Carlton Fields

Address: Post Office Drawer 190
Tallahassee, Florida 32302

Telephone: (850) 513-3619 - direct
(850) 224-1585

Contact Name: Kim Pullen, CP, FRP

Corporation Name: Merger: MS Merger Sub, Inc.
into MedSave USA, Inc.

Email Address: _____

Entity Number: P13000072943 → P02000034578

Authorization: Kim Pullen

☐ Certified Copy

☐ New Filings

☐ Fictitious Name

☒ Plain Stamped Copy

☒ Amendments

☐ Certificate of Status

☐ Annual Report

☐ Registration

(X) Call When Ready

(X) Call if Problem

() After 4:30

(X) Walk In

() Will Wait

(X) Pick Up

CF Internal Use Only

Client: _____ Matter: _____

Name: _____ Office: _____

ARTICLES OF MERGER
OF
MS MERGER SUB, INC.
(a Florida corporation)

WITH AND INTO

MEDSAVE USA, INC.
(a Florida corporation)

Pursuant to Sections 607.1105
of the Florida Business Corporation Act

RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

13 SEP 12 AM 11:33

APPROVED
FILED

The undersigned entities hereby submit these Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), and certify that:

ARTICLE I
State of Incorporation; Surviving Corporation

The name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
MS Merger Sub, Inc.	Florida
MedSave USA, Inc.	Florida

MedSave USA, Inc., a Florida corporation, shall be the surviving corporation.

ARTICLE II
Plan of Merger

The Plan of Merger (the "*Plan of Merger*") providing for the merger of MS Merger Sub, Inc., with and into MedSave USA, Inc., (the "*Merger*") is attached hereto as Exhibit A.

ARTICLE III
Approval of the Plan

The Plan of Merger was approved and adopted by MS Merger Sub, Inc. and MedSave USA, Inc. in the manner prescribed by the FBCA as follows:

(1) That certain Agreement and Plan of Merger ("*Agreement and Plan of Merger*"), dated September 10, 2013, by and among (i) MedSave Holdings, Inc., a Delaware corporation ("*Parent*"); (ii) MS Merger Sub, Inc., a Florida corporation and a wholly-owned subsidiary of Parent

("Merger Sub"); (iii) MedSave USA Inc., a Florida corporation (the "*Company*"); (iv) certain of the Company shareholders; and (v) Femi Medical Services Ltd., an Israeli company, as the representative of the certain shareholders of the Company was adopted and unanimously approved by the board of directors of the Company pursuant to an action by written consent in accordance with Section 607.0821 of the FBCA on September 10, 2013 in accordance with the provisions of Section 607.1101 of the FBCA.

(2) The shareholders of MedSave USA, Inc., pursuant to an action by written consent in accordance with Section 607.0704 of the FBCA approved the Agreement and Plan of Merger on September 10, 2013 by the requisite vote required by the FBCA and the Articles of Incorporation of MedSave, USA, Inc., in accordance with the provisions of Section 607.1101 of the FBCA

(3) The board of directors of MS Merger Sub, Inc., pursuant to an action by written consent in accordance with Section 607.0821 of the FBCA approved the Agreement and Plan of Merger on September 10, 2013 in accordance with the provisions of Section 607.1101 of the FBCA,

(4) The sole shareholder of MS Merger Sub, Inc., pursuant to an action by written consent in accordance with Section 607.0704 of the FBCA approved the Plan of Merger on September 10, 2013 in accordance with the provisions of Section 607.1101 of the FBCA,

ARTICLE IV **Effective Time**

These Articles of Merger and the Merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

[Remainder of Page Intentionally Blank. Signatures on Next Page]

IN WITNESS WHEREOF, each of MedSave USA, Inc. and MS Merger Sub, Inc. has caused these Articles of Merger to be executed on their behalf by their respective duly authorized representatives, as of the date first above written.

COMPANY:

MedSave, USA, Inc.
a Florida corporation

By: *Glen Moller*
Name: Glen Moller
Title: CEO

MERGER SUB:

MS Merger Sub, Inc.,
a Florida corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of MedSave USA, Inc. and MS Merger Sub, Inc. has caused these Articles of Merger to be executed on their behalf by their respective duly authorized representatives, as of the date first above written.

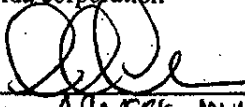
COMPANY:

MedSave, USA, Inc.
a Florida corporation

By: _____
Name: _____
Title: _____

MERGER SUB:

MS Merger Sub, Inc.,
a Florida corporation

By:  _____
Name: ARNEEK MULANT
Title: President

PLAN OF MERGER
OF
MS MERGER SUB, INC.
(a Florida corporation)
WITH AND INTO
MEDSAVE USA, INC.
(a Florida corporation)

This Plan of Merger ("***Plan of Merger***"), dated as of September 10, 2013, by and between MedSave USA, Inc., a Florida corporation (the "***Company***"), and MS Merger Sub, Inc., a Florida corporation (the "***Merger Sub***") and wholly-owned subsidiary of MedSave Holdings, Inc., a Delaware corporation ("***Parent***"). The Company and the Merger Sub are sometimes collectively referred to herein as the "***Constituent Organizations***."

RECITALS

A. The respective boards of directors of each of the Constituent Organizations and the Parent desire to effect a merger of the Merger Sub with and into the Company under and pursuant to the terms and conditions and in the manner set forth in this Plan (the "***Merger***").

B. The respective boards of directors of each of the Constituent Organizations and the Parent have adopted and approved the Agreement and Plan of Merger ("***Merger Agreement***"), dated September 10, 2013, by and among the Parent, the Company, the Merger Sub, certain of the Company's shareholders, and Femi Medical Services Ltd., an Israeli company, as the representative of the shareholders of the Company, providing for all of the terms of the Merger of Merger Sub with and into the Company.

C. The Merger Agreement and Plan of Merger, having been duly approved by the board of directors of each of the Constituent Organizations in accordance with the provisions of the Florida Business Corporation Act ("***FBCA***") and their respective Articles of Incorporation and Bylaws, directed that the Merger Agreement and this Plan of Merger be submitted to their respective shareholders for approval and recommended such approval.

D. The Merger Agreement and Plan of Merger were adopted and approved by the shareholders of each of the Constituent Organizations in accordance with the provisions of the Florida Business Corporation Act ("***FBCA***") and their respective Articles of Incorporation and Bylaws.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, the parties hereto do hereby agree that the Plan of Merger shall be as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) **The Merger.** At the Effective Time (as defined in Section 5 of this Plan) of the Merger, the Merger Sub shall merge with and into the Company in accordance with Section 607.1101 of the FBCA. As a result of the Merger, at the Effective Time, the separate corporate existence of the Merger Sub shall cease and the Company shall continue as the surviving corporation of the Merger and, except as otherwise provided in this Agreement, shall be unaffected and unimpaired by the Merger. The Company, as existing on and after the Effective Date, is hereinafter referred to as the "*Surviving Corporation*."

(b) **Articles of Incorporation and Bylaws.** Pursuant to the Merger, the articles of incorporation and bylaws, each as amended, of the Merger Sub in effect immediately prior to the Effective Time shall become the articles of incorporation and bylaws of the Company until otherwise amended or repealed in accordance with applicable law, except that pursuant to the Merger, the articles of incorporation of the Surviving Corporation shall be amended by deleting Article I in its entirety and replacing it with the following:

"ARTICLE I
Name

The name of the corporation (hereinafter referred to as the "Corporation") is:

MedSave USA, Inc."

(c) **Directors and Officers.** Pursuant to the Merger, the persons serving as officers and directors of the Merger Sub immediately prior to the Effective Time shall become the officers and directors of the Company and will hold such position from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the articles of incorporation and bylaws of the Company, or as otherwise provided by law.

(d) **Offices.** The established offices and facilities of the Company immediately prior to the Effective Time shall continue as the established offices and facilities of the Company after the Effective Time.

(e) **Effect of the Merger.** From and after the Effective Time, the Merger will have the effects specified in Section 607.1106 of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all assets and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, shall be vested in the Surviving Corporation and all debts, liabilities and

duties of each of the Constituent Organizations shall become the debts, liabilities and duties of the Surviving Corporation.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Plan of Merger: (i) the authorized capital stock of the Merger Sub consists of one hundred (100) shares of common stock, \$0.01 par value per share ("**Merger Sub Common Stock**"), all of which are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or Plans to purchase or otherwise acquire or issue any shares of the Merger Sub Common Stock.

(b) As of the date of this Plan of Merger: (i) (a) 100,000 shares of common stock, \$0.01 par value per share ("**Common Stock**"), of which 5,848.4 shares are issued and outstanding; and (b) 884 shares of preferred stock, par value \$0.01 per share ("**Preferred Stock**" and together with Common Stock, "**Company Capital Stock**"), of which (1) one (1) share has been designated as Series A Preferred Stock, par value \$0.01 per share ("**Series A Preferred Stock**"), which is issued outstanding and (2) 883 shares have been designated as Series B Preferred Stock, par value \$0.01 per share ("**Series B Preferred Stock**"), 882.7 of which have been issued and are outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or Plans to purchase or otherwise acquire or issue any shares of the Company Capital Stock.

SECTION 3. MANNER AND BASIS OF CONVERTING SHARES.

(a) **Certain Definitions.** For purposes hereof, the following terms shall have the following meanings:

(i) "**Aggregate Common Payment**" means an aggregate dollar amount of cash equal to (A) the Merger Consideration *less* (B) the Aggregate Preferred Stock Preference Payment.

(ii) "**Aggregate Preferred Stock Preference Payment**" means the Aggregate Series A Preferred Stock Preference Payment and the Aggregate Series B Preferred Stock Preference Payment, *provided that*, notwithstanding anything else in this Plan, the Aggregate Preferred Stock Preference Payment shall not in any event exceed the Merger Consideration.

(iii) "**Aggregate Series A Preferred Stock Preference Payment**" means an aggregate dollar amount equal to the product obtained by multiplying (A) the Series A Consideration Per Share *by* (B) the Total Outstanding Series A Preferred Stock.

(iv) "**Aggregate Series B Preferred Stock Preference Payment**" means an aggregate dollar amount equal to the product obtained by multiplying (A) the Series B Consideration Per Share *by* (B) the Total Outstanding Series B Preferred Stock.

(v) "**Applicable Per Share Merger Consideration**" means, (A) with respect to the Series A Preferred Stock, the Series A Consideration Per Share, (B) with respect to the

Series B Preferred Stock, the Series B Consideration Per Share and (C) with respect to the Common Stock, the Common Consideration Per Share. In each case, the Applicable Per Share Merger Consideration was determined for each class of stock pursuant to the Company Charter and takes into consideration the relative priorities and preferences of each class of stock with respect to distributions under Section 6.3 of the Company Charter.

(vi) "**Closing Date**" means the date the Articles of Merger to which this Plan is attached are filed with the Florida Department of State.

(vii) "**Common Consideration Per Share**" shall mean a dollar amount per share of Common Stock equal to (A) the Aggregate Common Payment *divided by* (B) the Total Outstanding Common Stock.

(viii) "**Company Change in Control Payments**" means the aggregate amount of all change of control, bonus, termination, severance, option termination or other similar payments, that are payable by the Company or its subsidiaries to any person as a result of or in connection with the Merger (alone or in combination with any other event), together with the employer-level employment and payroll taxes related thereto, whether accrued, incurred or paid prior to, at or after the Closing, excluding the repayment of any Company Debt and any payments reflected as Company Transaction Expenses or in Current Liabilities.

(ix) "**Company Articles**" means the articles of incorporation of the Company as in effect immediately prior to the Effective Time.

(x) "**Company Debt**" means any Indebtedness of the Company and its subsidiaries outstanding as of the Effective Time, excluding any Company Change in Control Payments or Company Transaction Expenses.

(xi) "**Company Transaction Expenses**" means all fees, costs and expenses of the Company (including of its stockholders to the extent borne by the Company) and its subsidiaries, whenever incurred, and whether or not invoiced or accrued prior to the Effective Time, that relate to this Plan or the Merger, including (1) any fees, costs or expenses payable to the Company's outside legal counsel, outside accountants, investment bankers and financial advisor in connection with this Plan or the Merger, (2) the fees and costs incurred by the Company for the preparation, filing and delivery of any disclosure and information statement required for the Merger and (3) any payment or consideration arising under any consents, notices, waivers, terminations, modifications or approvals of any party under any contract or permits required to be paid by the Company in connection with the Merger or for any such contract or permit to remain in full force or effect immediately following the Effective Time.

(xii) "**Current Assets**" means cash, cash equivalents, accounts receivable (net of allowance for doubtful accounts), prepaid expenses and inventory, but excluding Restricted Cash.

(xiii) "**Current Liabilities**" means account payable and prepayments (including deferred revenue accruals) on account of products and services that are to be made by the

Company following the Closing, but excluding liabilities comprising Medical Claims Payable, Company Change in Control Payments, Company Transaction Expenses or Company Debt.

(xiv) "*Escrow Amount*" means a portion of the Merger Consideration in an amount equal to two million five hundred fifty thousand dollars (\$2,550,000) in cash.

(xv) "*Indebtedness*" of any person means, without duplication, (1) the principal, accreted value, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (A) indebtedness of such person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such person is responsible or liable; (2) all obligations of such person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such person and all obligations of such person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the ordinary course of business (other than the current liability portion of any indebtedness for borrowed money)); (3) all obligations of such person under leases required to be capitalized in accordance with GAAP; (4) all obligations of such person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (5) all obligations of such person under interest rate or currency swap transactions (valued at the termination value thereof); (6) declared and unpaid dividends; (7) with respect to the Company and its subsidiaries, all other liabilities and obligations which are, or should be, reflected on the balance sheet of the Company that was prepared as of the Closing Date and delivered to Merger Sub not characterized as Current Liabilities; (8) all obligations of the type referred to in clauses (1) through (7) of any persons for the payment of which such person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (9) all obligations of the type referred to in clauses (1) through (9) of other persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any lien on any property or asset of such person (whether or not such obligation is assumed by such person).

(xvi) "*Medical Claims Payable*" means Liabilities that the Company assumes on behalf of clients including, but not limited to, payment of medical claims, payment of premiums associated with benefits programs and any third-party or other pass through fees payable in respect of the Company's cost containment business. For purposes of clarity, this definition shall not include any fees earned by and payable to the Company.

(xvii) "*Merger Consideration*" means \$17,000,000 minus all of the following, if applicable (A) the amount of the Company Debt (if any) that remains unpaid as of, or at any time after, the Effective Time; (B) the amount of the Company Transaction Expenses that remain unpaid as of, or at any time after, the Effective Time; (C) the amount of the Company Change in Control Payments that remain unpaid as of, or at any time after, the Effective Time; (D) the positive amount, if any, by which the Working Capital Requirement exceeds the Net Working Capital (the "*Working Capital Shortfall*") (for the avoidance of doubt, there will be no adjustment to Merger Consideration in the event that the Net Working Capital exceeds the Working Capital Requirement); and (E) the Restricted Cash Deficit Amount, if any.

(xviii) "**Net Working Capital**" means the Current Assets minus the Current Liabilities determined in accordance with U.S generally accepted accounting principles, consistently applied ("**GAAP**"), as of 12:01 a.m. on the Closing Date. For the avoidance of doubt, the calculation of Net Working Capital (1) shall be determined in accordance with GAAP, consistently applied, and in accordance with the sample calculation of Net Working Capital previously delivered to Merger Sub; and (2) shall entirely disregard any Company Debt and Current Liabilities comprising obligations to pay Company Transaction Expenses or Company Change in Control Payments.

(xix) "**Restricted Cash**" shall mean cash held in fiduciary capacity that is used to satisfy the medical claims payable.

(xx) "**Restricted Cash Deficit Amount**" means the amount, if any, by which the Medical Claims Payable exceeds the Restricted Cash determined in accordance with GAAP, consistently applied, as of 12:01 a.m. on the Closing Date.

(xxi) "**Series A Consideration Per Share**" means a dollar amount per share of Series A Preferred Stock equal to (A) the Series A Preferred Stock Preference Payment, *divided by* (B) the Total Outstanding Series A Preferred Stock.

(xxii) "**Series A Preferred Stock Preference Payment**" means \$1,000,000.

(xxiii) "**Series B Consideration Per Share**" means a dollar amount per share of Series B Preferred Stock equal to (A) the Series B Preferred Stock Preference Payment, *divided by* (B) the Total Outstanding Series B Preferred Stock.

(xxiv) "**Series B Preferred Stock Preference Payment**" means \$3,000,000.

(xxv) "**Stockholders' Agent Retention Amount**" means a portion of the Merger Consideration in an amount equal to \$200,000 in cash.

(xxvi) "**Total Outstanding Common Stock**" means the number of shares of Common Stock issued and outstanding immediately prior to the Closing.

(xxvii) "**Total Outstanding Series A Preferred Stock**" means the number of shares of Series A Preferred Stock issued and outstanding immediately prior to the Closing.

(xxviii) "**Total Outstanding Series B Preferred Stock**" means the number of shares of Series B Preferred Stock issued and outstanding immediately prior to the Closing.

(xxix) "**Working Capital Requirement**" means zero dollars (\$0.00).

(b) **Conversion of Merger Sub Common Stock.** At the Effective Time, certificates representing all of the shares of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and each such share of Merger Sub Common Stock shall be converted into and become a share of Company Common Stock. Until so exchanged, the stock certificates nominally representing Merger Sub Common Stock shall be

deemed for all corporate purposes to evidence the ownership of Company Common Stock that the holder thereof would be entitled to receive upon the Effective Time of the Merger.

(c) **Conversion of Company Capital Stock.** Except for Company Capital Stock issued and outstanding immediately prior to the Effective Time as to which dissenter's rights have been perfected under Section 607.1320 of the FBCA and not withdrawn, each issued and outstanding share of Company Capital Stock immediately prior to the Effective Time shall be converted into the right to receive, following the surrender of the certificate representing such share of Company Capital Stock or a lost stock affidavit, an amount in cash equal to the Applicable Per Share Merger Consideration (of which, at the Effective Time, an applicable portion of the Escrow Amount and Stockholders' Agent Retention Amount shall be withheld), in accordance with and subject to the terms of the Company Articles. Notwithstanding the foregoing, each share of Company Capital Stock held by the Parent prior to the Effective Time shall be retired and cancelled at the Effective Time and shall cease to exist and no Merger Consideration shall be exchanged therefor.

(d) **Dissenting Shares.** Notwithstanding anything in the Plan of Merger to the contrary, any shares Company Capital Stock issued and outstanding immediately prior to the Effective Time as to which the holder thereof shall have validly exercised dissenter's rights, if any, under Section 607.1320 of the FBCA ("**Dissenting Shares**") shall not be converted into a right to receive the Merger Consideration as provided in Section 3(c) hereof and, after the Effective Time, shall not be entitled to the Merger Consideration unless such holder fails to perfect or withdraws or otherwise loses his dissenter's rights under Section 607.1320 of the FBCA. If after the Effective Time, such holder fails to perfect or withdraws or loses his dissenter's rights under Section 607.1320 of the FBCA, such Dissenting Shares shall be treated as if they had been converted as of the Effective Time into the right to receive the Merger Consideration in accordance with Section 3.1(c) of this Plan of Merger.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the board of directors and shareholders of the Merger Sub, in the manner required by Section 607.1103 of the FBCA and the articles of incorporation, as amended, and bylaws of the Merger Sub.

(b) Receipt of all consents, orders and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Plan shall have been fulfilled in accordance herewith and this Plan shall not have been terminated as provided in Section 7

of this Plan, the Company and the Merger Sub shall cause articles of merger ("*Articles of Merger*") meeting the requirements of the FBCA to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on such date and time as may be agreed upon in writing by the Company and the Merger Sub and specified in the Articles of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the FBCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Company shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable to vest in or confirm to the Company full title to all the properties, assets, rights, privileges and franchises of the Merger Sub, the officers of the Company, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Company title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Plan.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Plan may be terminated by the officers of any of the Constituent Organizations. In the event this Plan is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Plan or its termination on the part of either of the Constituent Organizations or of their respective directors, officers, employees, agents, shareholders, partners or incorporators.

(b) This Plan represents the entire Plan between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written Plan between them, amend, modify or supplement this Plan at any time prior to the Effective Time.

SECTION 8. NO THIRD PARTY BENEFICIARIES.

Any representations, warranties, covenants and Plans contained in this Plan are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring and are not intended to confer any rights on any other persons.

SECTION 9. CONSTRUCTION OF TERMS.

All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 10. GOVERNING LAW.

This Plan shall be governed by the laws of the State of Florida.

SECTION 11. COUNTERPARTS.

This Plan may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Plan to be duly executed on its behalf by its representative thereunto duly authorized, as of the date first above written.

COMPANY:

MedSave, USA, Inc.
a Florida corporation

By: [Signature]
Name: Caren Moller
Title: CEO

MERGER SUB:

MS Merger Sub, Inc.,
a Florida corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Plan to be duly executed on its behalf by its representative thereunto duly authorized, as of the date first above written.


COMPANY:

MedSave, USA, Inc.
a Florida corporation

By: _____
Name: _____
Title: _____

MERGER SUB:

MS Merger Sub, Inc.,
a Florida corporation

By:  _____
Name: **ARNEEK M. D. T. A. I.**
Title: _____