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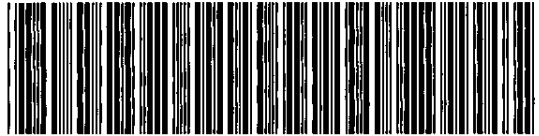
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08 SEP 23 PM 1:14

merger SP

9/25

KRIEG · DEVAULT^{LLP}
ATTORNEYS AT LAW

September 22, 2008

W. Jason Deppen
Direct Dial: (317) 238-6260
E-mail: jdeppen@kdlegal.com

VIA FEDERAL EXPRESS

Ms. Susan Payne
Administrator
Corporate Filings
Florida Department of State - Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

***Re: Merger of Center for Healthcare Solutions, Inc. (a Florida Corporation) with
and into Med Condense, Inc. (an Indiana Corporation)***

Dear Ms. Payne:

Pursuant to our phone conversation on September 16, 2008, please find enclosed one original and one duplicate copy of the Articles of Merger of Center for Healthcare Solutions, Inc., a Florida corporation, with and into Med Condense, Inc., an Indiana corporation. Med Condense, Inc. was the wholly-owned subsidiary of Center for Healthcare Solutions and is the surviving corporation. As we discussed, the statement required under Section 607.1104 of the Florida Business Corporation Act is inapplicable to this transaction and, therefore, was not included in the Plan of Merger.

I have enclosed a check in the amount of \$78.75 for the requisite filing fee. Please return a certified copy of this filing to my attention.

Please feel free to contact me should you have any questions or concerns. Thank you for your time with respect to this filing.

Very truly yours,



W. Jason Deppen

Enclosures

cc: Karen B. Woods (w/out enc.)

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ARTICLES OF MERGER
OF
CENTER FOR HEALTHCARE SOLUTIONS, INC.
(A Florida Corporation)
WITH AND INTO
MED CONDENSE, INC.
(An Indiana Corporation)

In compliance with the requirements of section 607.1105 of the Florida Business Corporation Law (the "Act"), the undersigned corporations, desiring to effect a merger, set forth the following facts:

Article I

SURVIVING CORPORATION

Section 1. The corporation surviving the merger is Med Condense, Inc. (the "Surviving Corporation"). The Surviving Corporation's name has not been changed as a result of the merger, and shall remain "Med Condense, Inc."

Section 2. The Surviving Corporation is a foreign corporation organized under the laws of the State of Indiana on August 15, 2008, and will maintain its principal office at 351 West 10th Street, Suite 500, Indianapolis, Indiana 46202.

Article II

MERGING CORPORATION

The name, state of incorporation and date of incorporation of each corporation, other than the Surviving Corporation, which is a party to the merger are as follows:

Center for Healthcare Solutions, Inc.
(Name of Corporation)

Florida
(State of Domicile)

December 23, 2003
(Date of Incorporation)

Article III

PLAN OF MERGER

The Agreement and Plan of Merger dated August 18, 2008, by and between Center for Healthcare Solutions, Inc. and Med Condense, Inc., contains the plan of merger of Center for Healthcare Solutions, Inc., a Florida corporation, into Med Condense, Inc., an Indiana corporation, and such information as required by the Act, and is set forth in EXHIBIT A attached hereto and made a part hereof.

Article IV

EFFECTIVE DATE

The effective date and time of the merger hereby effectuated is immediately upon filing.

Article V

MANNER OF ADOPTION

Action by Foreign Surviving Corporation

The Agreement was adopted by the sole shareholder of Med Condense, Inc. on September 12, 2008.

Action by Domestic Merging Corporation

The Agreement was adopted by the shareholders of Center for Healthcare Solutions, Inc. on September 12, 2008.

* * *

IN WITNESS WHEREOF, the undersigned Surviving Corporation and Merging Corporation, by their respective Presidents, and attested by their respective Secretaries, acting for and on behalf of such companies, hereby executes these Articles of Merger on the 12th day of September, 2008.

MED CONDENSE, INC.
("Surviving Corporation")

By: Larry T. Groff, President
Larry T. Groff, President

ATTEST:

MED CONDENSE, INC.

By: _____
Ron Drobrodziej, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The undersigned, a Notary Public in and for said County and State, hereby certifies that Larry T. Groff, the President of Med Condense, Inc., an Indiana corporation, the officer executing the foregoing Articles of Merger, personally appeared before me, acknowledged the execution thereof for and on behalf of such corporation, and swore or attested to the truth and accuracy of the facts and actions therein stated relating to such corporation.

WITNESS my hand and Notarial seal this 19th day of September 2008.

My Commission Expires: Oct 2, 2013

Marilou M. Linville
Notary Public -- Signature

My County of Residence: Hamilton

Printed Name: MARILOU M. LINVILLE



IN WITNESS WHEREOF, the undersigned Surviving Corporation and Merging Corporation, by their respective Presidents, and attested by their respective Secretaries, acting for and on behalf of such companies, hereby executes these Articles of Merger on the 12th day of September, 2008.

MED CONDENSE, INC.
("Surviving Corporation")

By: _____
Larry T. Groff, President

ATTEST:

MED CONDENSE, INC.

By: Ron Dobrodziej, Secretary
Ron Dobrodziej, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The undersigned, a Notary Public in and for said County and State, hereby certifies that Larry T. Groff, the President of Med Condense, Inc., an Indiana corporation, the officer executing the foregoing Articles of Merger, personally appeared before me, acknowledged the execution thereof for and on behalf of such corporation, and swore or attested to the truth and accuracy of the facts and actions therein stated relating to such corporation.

WITNESS my hand and Notarial seal this ____ day of _____, 2008.

My Commission Expires: _____

Notary Public -- Signature

My County of Residence: _____

Printed Name: _____

CENTER FOR HEALTHCARE SOLUTIONS, INC.
("Merging Corporation")

By: Larry T. Groff, President
Larry T. Groff, President

ATTEST:

CENTER FOR HEALTHCARE SOLUTIONS, INC.

By: _____
Ron Drobrodziej, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The undersigned, a Notary Public in and for said County and State, hereby certifies that Larry T. Groff, the President of Center for Healthcare Solutions, Inc., a Florida corporation, the officer executing the foregoing Articles of Merger, personally appeared before me, acknowledged the execution thereof for and on behalf of such corporation, and swore or attested to the truth and accuracy of the facts and actions therein stated relating to such corporation.

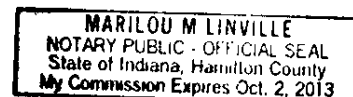
WITNESS my hand and Notarial seal this 19th day of Sept., 2008.

My Commission Expires: Oct. 2, 2013

MariLou M. Linville
Notary Public – Signature

My County of Residence: Hamilton

Printed Name: MARILOU M. LINVILLE



CENTER FOR HEALTHCARE SOLUTIONS, INC.
("Merging Corporation")

By: _____
Larry T. Groff, President

ATTEST:

CENTER FOR HEALTHCARE SOLUTIONS, INC.

By: Ron Dobrodziej Secretary
Ron Dobrodziej, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The undersigned, a Notary Public in and for said County and State, hereby certifies that Larry T. Groff, the President of Center for Healthcare Solutions, Inc., a Florida corporation, the officer executing the foregoing Articles of Merger, personally appeared before me, acknowledged the execution thereof for and on behalf of such corporation, and swore or attested to the truth and accuracy of the facts and actions therein stated relating to such corporation.

WITNESS my hand and Notarial seal this ____ day of _____, 2008.

My Commission Expires: _____

Notary Public – Signature

My County of Residence: _____

Printed Name: _____

EXHIBIT A

Plan of Merger

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into this 18th day of August, 2008 by and between Center for Healthcare Solutions, Inc. ("CFHS"), a Florida corporation and Med Condense, Inc. ("Med Condense" or the "Surviving Corporation"), an Indiana corporation.

W I T N E S S E T H:

WHEREAS, Med Condense is an Indiana corporation with its principal place of business in Indianapolis, Indiana;

WHEREAS, CFHS is a Florida corporation with its principal place of business in Boca Raton, Florida;

WHEREAS, Med Condense and CFHS desire to effect a transaction whereby CFHS will merge with and into and under the Articles of Incorporation of Med Condense (the "Merger") and Med Condense will survive the Merger and shall continue its existence under the laws of the State of Indiana;

WHEREAS, the Board of Directors of Med Condense has determined that it is advisable and in the best interest of Med Condense to engage in the transactions contemplated by this Agreement and has unanimously approved this Agreement and has recommended its approval to the shareholders of Med Condense; and

WHEREAS, the Board of Directors of CFHS has determined that it is advisable and in the best interest of CFHS to engage in the transactions contemplated by this Agreement and has unanimously approved this Agreement and has recommended its approval to the shareholders of CFHS.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Med Condense and CFHS hereby make this Agreement and prescribe the terms and conditions of the merger of CFHS with and into Med Condense and the mode of carrying the transaction into effect as follows:

ARTICLE I

THE MERGER

Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined herein), CFHS shall be merged with and into and under the Articles of Incorporation of Med Condense (the "Merger"). Med Condense shall be the surviving corporation in the Merger

(the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Indiana. At the Effective Time, the separate corporate existence of CFHS shall cease.

ARTICLE II

THE SURVIVING CORPORATION

Section 2.1 Name and Offices. Upon and following the Effective Time of the Merger, the name of the Surviving Corporation shall be Med Condense, Inc., and the business of the Surviving Corporation shall be the same business conducted by CFHS immediately prior to the Effective Time. The principal office of the Surviving Corporation shall be located at 351 West 10th Street, Suite 500, Indianapolis, Indiana 46202, until such time as the Board of Directors designates otherwise.

Section 2.2 Directors of the Surviving Corporation. At the Effective Time, each person who was a director of Med Condense immediately prior to the Effective Time shall become a director of the Surviving Corporation and each such person shall serve as a director of the Surviving Corporation for the balance of the term for which such person was elected as a director of Med Condense and until his or her successor is duly elected and qualified in the manner provided in the Bylaws or the Articles of Incorporation of the Surviving Corporation or as otherwise provided by law or until his or her earlier death, resignation or removal in the manner provided in the Bylaws or the Articles of Incorporation of the Surviving Corporation or as otherwise provided by law.

Section 2.3 Officers of the Surviving Corporation. At the Effective Time, each person who was an officer of Med Condense immediately prior to the Effective Time shall become an officer of the Surviving Corporation with each such person to hold the same office in the Surviving Corporation, in accordance with the Bylaws thereof, as he or she held in Med Condense immediately prior to the Effective Time until his or her successor is duly elected and qualified in the manner provided in the Bylaws or the Articles of Incorporation of the Surviving Corporation or as otherwise provided by law or until his or her earlier death, resignation or removal in the manner provided in the Bylaws or the Articles of Incorporation of the Surviving Corporation or as otherwise provided by law.

Section 2.4 Articles of Incorporation and Bylaws.

- (a) **Articles of Incorporation.** The Articles of Incorporation of Med Condense in existence at the Effective Time shall remain the Articles of Incorporation of the Surviving Corporation following the Effective Time, until such Articles of Incorporation shall be amended or repealed as provided therein or by applicable law.
- (b) **Bylaws.** The Bylaws of Med Condense in existence at the Effective Time shall remain the Bylaws of the Surviving Corporation following the Effective Time, until such Bylaws shall be amended or repealed as provided therein or by applicable law.

Section 2.5 Effect of the Merger. The effect of the Merger upon consummation shall be as set forth in the Indiana Business Corporation Law, as amended.

ARTICLE III

CAPITAL

Section 3.1 Manner of Conversion of Shares. Upon and by virtue of the Merger becoming effective at the Effective Time,

- (a) Each share of common stock of CFHS issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and nonassessable share of common stock of Med Condense by virtue of the Merger without any action on the part of the holder thereof; and
- (b) Each share of common stock of Med Condense issued and outstanding immediately prior to the Effective Time shall be redeemed, cancelled and retired and shall cease to exist by virtue of the Merger without any action on the part of the holder thereof.

Section 3.2 Effect of Conversion. At and after the Effective Time, each share certificate which immediately prior to the Effective Time represented outstanding shares of common stock of CFHS ("CFHS Certificate") shall be deemed for all purposes to evidence ownership of, and to represent, the number of shares of common stock of Med Condense into which the shares of common stock of CFHS represented by such certificate immediately prior to the Effective Time have been converted pursuant to Section 3.1 hereof. The registered owner of any CFHS Certificate outstanding immediately prior to the Effective Time, as such owner appears in the books and records of CFHS or its transfer agent immediately prior to the Effective Time, shall, until such certificate is surrendered for transfer or exchange, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends or other distributions on the shares of common stock of Med Condense into which the shares represented by any such certificate have been converted pursuant to Section 3.1 hereof.

Section 3.3 Exchange of Certificate. Each holder of a CFHS Certificate shall, upon the surrender of such certificate to the Surviving Corporation for cancellation after the Effective Time, be entitled to receive from the Surviving Corporation a certificate representing the number of shares of common stock of Med Condense into which the shares of common stock of CFHS represented by such certificate have been converted pursuant to Section 3.1 hereof.

Section 3.4 Convertible Promissory Notes. By virtue of the Merger and without any action on the part of the holder, each convertible promissory note of CFHS outstanding on the Effective Date of the Merger shall be converted into and become an obligation of Med Condense, with the same conversion rights and same maturity date as were in effect at the Effective Time. The Surviving Corporation shall reserve for purposes of the convertible notes a sufficient number of shares of Voting Common Stock, equal to the number of shares of CFHS common stock such notes would have converted prior to the Effective Time. As of the Effective Time, Med Condense hereby assumes CFHS's promissory notes and all obligations of CFHS under such promissory notes.

Section 3.5 Other Employee Benefit Plans. Upon the Effective Time, Med Condense will assume all obligations of CFHS under any and all employee benefit plans in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

ARTICLE IV

CONDITIONS PRECEDENT

The obligation of Med Condense and CFHS to consummate the Merger contemplated by this Agreement is subject to the receipt of all required approvals of the stockholders of CFHS and the sole shareholder of Med Condense and the receipt of all appropriate orders, consents, approvals and clearances from all necessary regulatory agencies and governmental authorities whose orders, consents, approvals or clearances are required by law for consummation of the Merger.

ARTICLE V

EFFECTIVE TIME

Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Agreement, the Merger shall become effective on the date and at the time specified in the Articles of Merger filed with the Indiana Secretary of State.

ARTICLE VI

TERMINATION

Section 6.1 Manner of Termination. Notwithstanding approval of this Agreement by the stockholders of CFHS and the sole shareholder of Med Condense, this Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time if the Board of Directors of Med Condense and CFHS mutually agree in writing to terminate this Agreement.

Section 6.2 Effect of Termination. Upon termination by written notice, this Agreement shall be of no further force or effect, and there shall be no further obligations or liabilities by reason of this Agreement or the termination thereof on the part of any party hereto or their respective directors, officers, employees, agents and shareholders, except for payment of their respective expenses.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7.2 **Notices.** Any notices, request or instruction to be given hereunder to any party hereto shall be in writing and delivered by hand to the other party hereto and marked to the attention of the Chairman of the Board or President of such party.

Section 7.3 **Amendments; Waivers.** No amendments of this Agreement shall be binding unless executed in writing by all parties hereto. Any waiver of any provision of this Agreement shall be in writing, and no waiver of any provision shall be deemed a waiver of any other provision or constitute a continuing waiver.

Section 7.4 **Severability.** In case any one or more of the provisions contained herein 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had ever been contained herein.

Section 7.5 **Governing Law.** This Agreement has been executed and delivered in the State of Indiana and shall be construed and governed in accordance with the laws of the State of Indiana, without reference to the conflict or choice of law principles thereof.

Section 7.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, Med Condense and CFHS have made and entered into this Agreement as of the day and year first above written and have caused this Agreement to be executed and attested by their duly authorized officers.

**CENTER FOR HEALTHCARE SOLUTIONS,
INC.
"CFHS"**

By: /s/ Larry T. Grooff
Larry T. Groff, President

**MED CONDENSE, INC.
"Med Condense"**

By: /s/ Larry T. Grooff
Larry T. Groff, President