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MERGER OR SHARE EXCHANGE
ST. ANDREW'S MEDICAL SUPPLY, INC.

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$78.75

C. COULLETTE

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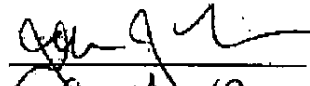
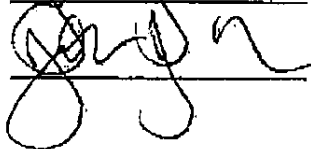
EXAMINER

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Corporate Filing Menu

H10000006948 3

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>St. Andrew's Medical Supply, Inc.</u>		<u>John J. Nestor, its Vice President and Secretary</u>
<u>St. Andrew's Acquisition Company</u>		<u>John J. Nestor, its Vice President and Secretary</u>

H10000006948 3

H10000006948 3

PLAN OF MERGER

THIS PLAN OF MERGER, dated as of January 11, 2010 (this "*Agreement*"), is made and entered into by and between St. Andrew's Medical Supply, Inc., a Florida corporation (the "*Company*"), and St. Andrew's Acquisition Company, a Florida corporation ("*AcquisitionCo*"). The Company and AcquisitionCo are sometimes referred to in this Agreement together as the "*Merging Corporations*".

WITNESSETH:

WHEREAS, the authorized capital stock of the Company consists of 10,000 shares of common stock, \$1.00 par value per share (the "*Company Stock*"), of which 200 shares are issued and outstanding, all of which shares are owned by AcquisitionCo;

WHEREAS, the authorized capital stock of AcquisitionCo consists of 1,000 shares of common stock, \$0.01 par value per share (the "*Acquisition Stock*"), of which 100 shares are issued and outstanding, all of which shares are owned by ActivStyle Holding Company, a Delaware corporation ("*Holding*");

WHEREAS, the boards of directors of the Merging Corporations and Holding, as the sole shareholder of AcquisitionCo, have each approved and adopted this Agreement and has deemed it advisable that AcquisitionCo be merged with and into the Company under and pursuant to Section 607.1104 of the Florida Business Corporation Act (the "*FBCA*"), and upon the terms and conditions set forth in this Agreement; and

WHEREAS, Section 607.1104(1)(b)4 of the FBCA is not applicable because AcquisitionCo is the sole shareholder of the Company.

NOW, THEREFORE, in consideration of the premises and the covenants, provisions and agreements contained in this Agreement, and for other good and valuable consideration had and received, the Merging Corporations hereby agree as follows:

ARTICLE I: THE MERGER

1.1 **Merger; The Surviving Corporation.** At the Effective Time (as defined below) and in accordance with the terms and conditions of this Agreement and Section 607.1104 of the FBCA, AcquisitionCo shall be merged with and into the Company (the "*Merger*"). At the Effective Time, the separate corporate existence of AcquisitionCo shall cease, and the Company shall continue its existence as the surviving corporation under the laws of the State of Florida (the "*Surviving Corporation*"). The name of the Surviving Corporation shall be "St. Andrew's Medical Supply, Inc."

1.2 **Effective Time of the Merger.** The articles of merger shall be filed with the Secretary of State of the State of Florida, pursuant to Section 607.1105 of the FBCA, as soon as practicable after the execution and delivery of this Agreement by the Merging Corporations. The Merger shall become effective as of the close of business of the date of the filing of the articles of merger with the Secretary of State of the State of Florida (the "*Effective Time*").

1.3 **Effects of the Merger.** At the Effective Time, the effects of the Merger shall be as provided in Section 607.1106 of the FBCA.

1.4 **Articles of Incorporation of the Surviving Corporation.** The articles of incorporation of AcquisitionCo, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation, except that the name of the corporation set forth therein shall

H10000006948 3

be changed to the name of the Company, until thereafter amended as provided by the FBCA and such articles of incorporation.

1.5 **Bylaws of the Surviving Corporation.** The bylaws of AcquisitionCo, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation, except that the name of the corporation set forth therein shall be changed to the name of the Company, until thereafter amended as provided by the FBCA, the provisions of the articles of incorporation of the Surviving Corporation and such bylaws.

1.6 **Directors and Officers of the Surviving Corporation.** The directors and officers of AcquisitionCo in office immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time until their respective successors are duly elected and qualified.

1.7 **Registered Agent.** The designated registered agent for service of process for AcquisitionCo shall be the registered agent for service of process for the Surviving Corporation.

ARTICLE II: CAPITAL MATTERS

2.1 **Stock of the Surviving Corporation.** At the Effective Time, and without any further action of the part of the Company or AcquisitionCo, each share of the Acquisition Stock shall be converted into one share of the Surviving Corporation and, therefore, the authorized capital stock of the Surviving Corporation shall consist of 1,000 shares of common stock, \$0.01 par value per share (the "*Surviving Stock*").

2.2 **Cancellation of the Company Stock.** At the Effective Time, and without any further action on the part of the Company or AcquisitionCo, each then issued and outstanding share of the Company Stock shall be canceled and extinguished and shall cease to exist and no payment shall be made with respect thereto.

2.3 **Holding as Sole Shareholder of the Surviving Corporation.** Immediately after the Effective Time, by reason of the Merger, Holding shall be the sole shareholder of the Surviving Corporation by owning all of the 100 shares of issued and outstanding shares of the Surviving Stock.

ARTICLE III: TERMINATION

This Agreement may be terminated and the Merger abandoned by appropriate mutual action by the respective Boards of Directors of the Merging Corporations at any time prior to the Effective Time.

ARTICLE IV: MISCELLANEOUS

4.1 **Waiver of Mailing Requirement.** AcquisitionCo hereby waives the mailing requirement referenced in Section 607.1104(2) of the FBCA and, therefore, AcquisitionCo may file the articles of merger with the Secretary of State of the State of Florida without the 30 day waiting period.

4.2 **Further Action by AcquisitionCo.** If, after the Effective Time, the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of AcquisitionCo or otherwise to carry out the provisions of this Agreement, then the directors or officers of AcquisitionCo last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all

H10000006948 3

other acts necessary or proper. If a sufficient number of the directors or officers of AcquisitionCo last in office are not able or available to execute such documentation or perform such acts, then the directors and officers of the Surviving Corporation shall be authorized to act on behalf of AcquisitionCo.

4.3 **Captions, Counterparts and Signatures.** The captions in this Agreement are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy, facsimile or other electronic transmission (including in Adobe PDF format) of any signature necessary to authorize, adopt or execute this Agreement or any other document necessary to effect the Merger shall be treated for all purposes as an original signature.

4.4 **Complete Agreement.** This Agreement contains the complete agreement among all parties with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

4.5 **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

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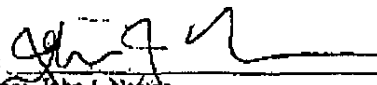
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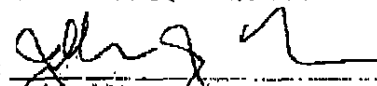
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IN WITNESS WHEREOF, the Merging Corporations have caused this Agreement to be duly executed as of the date first written above.

ST. ANDREW'S MEDICAL SUPPLY, INC.

By: 
Name: John J. Nestor
Title: Vice President and Secretary

ST. ANDREW'S ACQUISITION COMPANY

By: 
Name: John J. Nestor
Title: Vice President and Secretary

CD-1433040

Plan of Merger

H10000006948 3