

P920000002736

Vinda Mendez

(Requestor's Name)

3700 Commerce Pkwy

(Address)

(Address)

Murman FL 33025

(City/State/Zip/Phone #)

☐ PICK-UP

☒ WAIT

☐ MAIL

Clinical Medical Services, Inc.

(Business Entity Name)

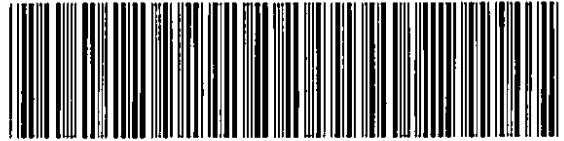
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TALLAHASSEE, FL

merger

R. WHITE

SEP 14 2018

FILED

2018 SEP 14 AM 6:48

**SECRETARY OF STATE
TALLAHASSEE, FL**

ARTICLES OF MERGER

OF

**CMS MERGER SUB, INC.,
a Delaware corporation**

WITH AND INTO

**CLINICAL MEDICAL SERVICES, INC.,
a Florida corporation**

September 13, 2018

The following articles of merger (the "Articles of Merger") of CMS Merger Sub, Inc., a Delaware corporation (the "Merging Corporation"), and Clinical Medical Services, Inc., a Florida corporation (the "Surviving Corporation"), have been duly adopted and submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to Section 607.1105 of the FBCA.

FIRST: THE SURVIVING CORPORATION

The exact name, jurisdiction, and entity type of the surviving corporation are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u>
Clinical Medical Services, Inc.	Florida	Corporation	P92000002736

SECOND: THE MERGING CORPORATION

The exact name, jurisdiction, and entity type of the merging corporation are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u>
CMS Merger Sub, Inc.	Delaware	Corporation	6940100

THIRD: The Plan of Merger is attached hereto (the "Plan of Merger").

FOURTH: The merger shall be effective at 11:59 p.m. on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was adopted by the shareholders of the Surviving Corporation on June 22, 2018.

SIXTH: The Plan of Merger was adopted by the shareholders of the Merging Corporation on June 22, 2018.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as
of September, 14, 2018.

SURVIVING CORPORATION:

Clinical Medical Services, Inc.

A handwritten signature in black ink, appearing to read 'Raul Rodriguez', is written over a horizontal line.

Name: Raul Rodriguez

Title: President

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of September, 14, 2018.

MERGING CORPORATION:

CMS Merger Sub, Inc.


By: 
Name: Christopher J. Crosby
Title: President and Secretary

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

PLAN OF MERGER

PLAN OF MERGER (this "Plan of Merger") is made and entered into as of June 22, 2018, by and between **CMS MERGER SUB, INC.**, a Delaware corporation (the "Merging Corporation") and **CLINICAL MEDICAL SERVICES, INC.**, a Florida corporation (the "Surviving Corporation").

WITNESSETH:

WHEREAS, the Merging Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Delaware;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, pursuant to duly authorized actions of the board of directors and shareholders of the Merging Corporation and of the board of directors and shareholders of the Surviving Corporation, respectively, the Merging Corporation and the Surviving Corporation have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Corporation and the Surviving Corporation hereby agree as follows:

1. **MERGER.** The Merging Corporation and the Surviving Corporation agree that the Merging Corporation shall be merged with and into the Surviving Corporation, as a single and surviving entity, upon the terms and conditions set forth in this Plan of Merger, and that the Surviving Corporation shall continue under the laws of the State of Florida as the surviving entity of the Merger.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:

A. The Surviving Corporation shall be the surviving entity of the Merger, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations as are provided thereunder.

B. The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Corporation as the surviving entity of the Merger.

3. **CONSTITUENT DOCUMENTS.** As a result of the Merger and at the Effective Time, the constituent documents of the Surviving Corporation shall be as follows:

(a) **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall be amended and restated as attached hereto as Exhibit A, which Amended and Restated Articles of Incorporation shall continue as the Articles of Incorporation of the Surviving Corporation.

(b) **Bylaws.** The Bylaws of the Merging Corporation (the "Bylaws") shall continue in full force and effect with respect to the Surviving Corporation.

4. **MANNER AND BASIS OF CONVERTING SHARES.** At the Effective Time, by virtue of the Merger and without any action on the part of any party:

(a) Each share of common stock of the Surviving Corporation, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Time (other than Excluded Shares, which if held by Parent, Intermediate Holdco, Purchaser, Merger Sub, the Surviving Corporation or any wholly-owned Subsidiary of the Surviving Corporation shall cease to be outstanding and be canceled and shall not receive any payment with respect thereto) and all rights in respect thereof shall, by virtue of the Merger, forthwith cease to exist and be converted into and represent the right to receive the Per Share Merger Consideration, without interest;

(b) Each share of common stock, par value \$1.00 per share, of the Merging Corporation ("Merger Sub Common Stock"), issued and outstanding immediately before the Effective Time, shall be converted into one fully paid and nonassessable share of common stock, par value \$1.00 per share, of the Surviving Corporation. As of the Effective Time, the shares of Merger Sub Common Stock shall no longer be outstanding and shall automatically be cancelled and cease to exist, and the holder or holders of such shares shall cease to have any rights with respect thereto, other than the right to receive shares of common stock in the Surviving Corporation to be issued in consideration therefor pursuant hereto, without interest. From and after the Effective Time, each certificate evidencing shares of Merger Sub Common Stock shall evidence ownership of such shares of common stock of the Surviving Corporation.

(c) Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement and Plan of Merger and Equity Interest Purchase Agreement, between Surviving Corporation and Merging Corporation, among others.

5. **APPROVAL.** The Merger contemplated by this Plan of Merger has previously been submitted to and approved by the Merging Corporation's board of directors and shareholders and the Surviving Corporation's board of directors and shareholders, in each case by written consent dated June 22, 2018. The authorized persons of the Merging Corporation and the Surviving Corporation, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Plan of Merger.

6. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective at 11:59 p.m. on the date the Articles of Merger are filed with the Secretary of State of Florida and the Certificate of Merger is filed with the Secretary of State of Delaware (the "Effective Time").

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Plan of Merger shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto and the shareholders of the Merging Corporation and the Surviving Corporation, and no person not a party to this Plan of Merger shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Plan of Merger constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein.

(d) **Counterparts.** This Plan of Merger may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute one agreement.

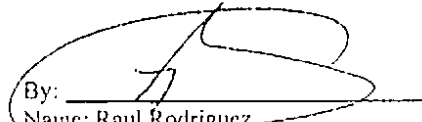
(e) **Dissenting Shareholders.** The Surviving Corporation hereby agrees to promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which they are entitled pursuant to Section 607.1302 of the Florida Business Corporation Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be entered into as of the date first above written.

SURVIVING CORPORATION:

Clinical Medical Services, Inc.

By: 
Name: Raul Rodriguez.
Title: President

IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be entered into as of the date first above written.

MERGING CORPORATION:

CMS Merger Sub, Inc.

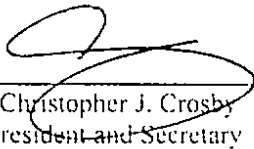
By: 
Name: Christopher J. Crosby
Title: President and Secretary

EXHIBIT A

FILED

2018 SEP 14 AM 6:52

**SECRETARY OF STATE
TALLAHASSEE, FL**

**THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CLINICAL MEDICAL SERVICES, INC.**

CLINICAL MEDICAL SERVICES, INC., a Florida corporation (the "Corporation"), hereby adopts the following Third Amended and Restatement Articles of Incorporation (the "Third Amended and Restated Articles"), pursuant to the provisions of Sections 607.1006 and 607.1007 of the Florida Business Corporation Act (the "Act");

1. The name of the Corporation is Clinical Medical Services, Inc. The date of filing of the original Articles of Incorporation with the Secretary of State of the State of Florida was November 3, 1992. The date of filing of the Amended and Restated Articles of Incorporation with the Secretary of State of the State of Florida was December 5, 2012. The date of filing of the Second Amended and Restated Articles of Incorporation with the Secretary of State of the State of Florida was September 23, 2013 (the "Second Amended and Restated Articles").
2. These Third Amended and Restated Articles were duly adopted by a unanimous resolution of the board of directors and the shareholders of the Corporation.
3. The effective date of these Third Amended and Restated Articles shall be upon the filing of these Third Amended and Restated Articles with the Secretary of State of the State of Florida.
4. These Third Amended and Restated Articles shall supersede the Second Amended and Restated Articles.
5. The Second Amended and Restated Articles are hereby amended and restated in their entirety as follows:

ARTICLE I

The name of the corporation is Clinical Medical Services, Inc. (the "Corporation").

ARTICLE II

The current principal street address of the Corporation is Carr. PR-3, KM 9.5, Ave. 65 Infantería Reparto Industrial San Gabriel, Carolina, Puerto Rico 00985. The current mailing address of the Corporation is 14160 Palmetto Frontage Road, Suite 35, Miami Lakes, Florida 33016. The Board of Directors may change either the principal street address or the mailing address at any time by a duly adopted resolution of the Board of Directors.

ARTICLE III

The address of the registered office of the Corporation is 1200 South Pine Island Road, Plantation, FL 33324, and the name of the initial registered agent of the Corporation at

that address is CT Corporation System. The Board of Directors may change the address of and/or the registered agent at any time by a duly adopted resolution of the Board of Directors.

ARTICLE IV

The purpose for which the Corporation is organized is to engage in any activity or business permitted under the laws of the United States and the State of Florida.

ARTICLE V

The total number of share of stock which the Corporation is authorized to issue is 100 shares of common stock, \$0.01 par value per share.

ARTICLE VI

In furtherance of and not in limitation of the powers conferred by the laws of the State of Florida, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation.

ARTICLE VII

The Corporation shall have no less than one (1) Director. The Corporation currently has five (5) directors who shall be Christopher J. Crosby, Scott Hilinski, Christopher Vinciguerra, Raul Rodriguez and Jorge A. Pereda. The number of directors may be increased or decreased from time to time by the affirmative vote of the shareholders holding a majority of the outstanding shares of Voting Common Stock of the Corporation. Election of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

ARTICLE VIII

The current officers of the Corporation shall be:

Jorge A. Pereda	President and Chief Executive Officer
Paul Pino	Chief Financial Officer and Treasurer
Karen Joblove	Executive Vice President
Linda Mendez	Chief Operating Officer and Secretary

The officers of the Corporation shall be chosen as provided in the by-laws of the Corporation.

ARTICLE IX

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for

acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived any improper personal benefit. If the Florida Business Corporation Act is amended after the effective date of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Florida Business Corporation Act. No amendment, modification or repeal of this Article IX shall adversely affect the rights and protection afforded to a director of the corporation under this Article IX for acts or omissions occurring prior to such amendment, modification or repeal.

ARTICLE X

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Third Amended Certificate of Incorporation, and to add or insert other provisions authorized by the laws of the State of Florida at the time in force, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Third Amended Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article X.

ARTICLE XI

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Florida may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or custodians appointed for this Corporation under the provisions of Section 607.1432 of Title XXXVI of the Florida Business Corporations Act order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment and Restatement as of this 4th day of September, 2018.

CLINICAL MEDICAL SERVICES, INC.

A handwritten signature in black ink, appearing to be "Raul Rodriguez", written over a horizontal line.

By: _____
Name: Raul Rodriguez
Title: President