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MERGER OR SHARE EXCHANGE
SHERIDAN HEALTHCORP, INC.

Certificate of Status	0
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Page Count	10
Estimated Charge	\$60.00

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EXAMINER

611A-281

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ARTICLES OF MERGER

December 30, 2010

The following Articles of Merger are hereby submitted to merge Sunbeam Asset Holdings LLC, a Delaware limited liability company (the "SB Asset Holdings"), with and into Sheridan Healthcorp, Inc., a Florida corporation ("Sheridan"), in accordance with Sections 607.1108 and 607.1109 of the Florida Business Corporation Act.

FIRST: The name, jurisdiction and entity type of the merging entity is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Sunbeam Asset Holdings LLC	Delaware	Limited Liability Company

SECOND: The name, jurisdiction and entity type of the surviving entity as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Sheridan Healthcorp, Inc.	Florida	Corporation

THIRD: The Plan of Merger attached to these Articles of Merger meets the requirements of Section 607.1108(3) of the Florida Business Corporation Act and was approved by Sheridan in accordance with the applicable provisions of the Florida Business Corporation Act.

FOURTH: The Plan of Merger attached to these Articles of Merger meets the requirements of Section 607.1108(3) of the Florida Business Corporation Act and was approved by SB Asset Holdings in accordance with the applicable provisions of the Delaware Limited Liability Company Act.

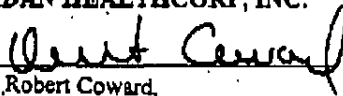
FIFTH: These Articles of Merger shall be effective at 11:57 p.m., Eastern Standard Time, December 31, 2010.

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FILED
2010 Dec 30 AM 11:21
CLERK OF CIRCUIT COURT
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, Sheridan Healthcorp, Inc. and Sunbeam Asset Holdings LLC
have caused these Articles of Merger to be signed as of the day and year first above written.

SHERIDAN HEALTHCORP, INC.

By: 
Name: Robert Coward,
Title: President

SUNBEAM ASSET HOLDINGS LLC

By: 
Name: Jay A. Marini,
Title: Executive Vice President

PLAN OF MERGER

BETWEEN

SUNBEAM ASSET HOLDINGS LLC
(a Delaware Limited Liability Company),

AND

SHERIDAN HEALTHCORP, INC.
(a Florida Corporation)

This Plan of Merger (this "Agreement") is made and entered into as of December 30, 2010, between Sunbeam Asset Holdings LLC, a Delaware limited liability company ("SB Asset Holdings"), and Sheridan Healthcorp, Inc., a Florida corporation (the "Company").

RECITALS

WHEREAS, the Company desires to acquire the properties and other assets, and to assume all of the liabilities and obligations of SB Asset Holdings by means of a merger of SB Asset Holdings with and into the Company, whereby the Company shall be the surviving entity (the "Merger");

WHEREAS, Sunbeam Asset Investments LLC, a Delaware limited liability company, as the sole member and the managing member of SB Asset Holdings (the "Managing Member"), has approved this Agreement and the consummation of the Merger; and

WHEREAS, the board of directors of the Company (the "Board") has approved and declared the advisability of this Agreement and the consummation of the Merger.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

MERGER

SECTION 1.1. ***The Merger.*** After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the Florida Business Corporation Act (the "Florida Corporation Act") and the Limited Liability Company Act of the State of Delaware (the "Delaware LLC Act"), SB Asset Holdings will merge with and into the Company and the Company shall file a Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the

provisions of the Delaware LLC Act (the "Certificate of Merger") and Articles of Merger with the Department of State of the State of Florida in accordance with the provisions of the Florida Corporation Act (the "Articles of Merger") and shall make all other filings or recordings required by Delaware or Florida law in connection with the Merger. The Merger shall become effective at 11:57 p.m., Eastern Standard Time, on December 31, 2010 (the "Effective Time"), as set forth in each of the Certificate of Merger and the Articles of Merger to be filed. Upon the Effective Time, the separate existence of SB Asset Holdings shall cease and the Company shall be the surviving company (the "Surviving Company").

SECTION 1.2. **Transfer, Conveyance and Assumption.** At the Effective Time, the Company shall continue in existence as the Surviving Company and, without further transfer, succeed to and possess all rights, privileges, powers and franchises of SB Asset Holdings, and all of the assets and property of whatever kind and character of the SB Asset Holdings shall vest in the Company, as the Surviving Company, without further deed; thereafter, the Company, as the Surviving Company, shall be liable for all of the liabilities and obligations of SB Asset Holdings, and any claim or judgment against SB Asset Holdings may be enforced against the Company, as the Surviving Company.

SECTION 1.3. **Articles of Incorporation; Bylaws.**

(a) From and after the Effective Date, the articles of incorporation of the Company shall be the articles of incorporation of the Surviving Company.

(b) From and after the Effective Date, the bylaws of the Company shall be the bylaws of the Surviving Company.

SECTION 1.4. **Directors and Officers of the Surviving Company.** From and after the Effective Time, the directors and officers of the Company serving as directors or officers of the Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Company.

ARTICLE II

CONVERSION OF SHARES

SECTION 2.1. **Conversion of Stock.**

(a) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of interests of SB Asset Holdings, each unit of limited liability company interests of SB Asset Holdings issued and outstanding immediately prior to the Effective Time shall be canceled and no consideration shall be issued in respect thereof.

(b) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding share of Class A stock, par value \$0.01 per share, of the Company (the "Company Class A Stock"), each share of Company Class

A Stock issued and outstanding immediately prior to the Effective Time shall remain unchanged and continue to remain outstanding as one share of Class A Stock of the Surviving Company.

(c) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding share of Class B stock, par value \$0.01 per share, of the Company (the "Company Class B Stock"), each share of Company Class B Stock issued and outstanding immediately prior to the Effective Time shall remain unchanged and continue to remain outstanding as one share of Class B Stock of the Surviving Company.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.1. *Representations and Warranties of SB Asset Holdings.* SB Asset Holdings hereby represents and warrants that it:

(a) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is not in violation of any provisions of its certificate of formation or limited liability company agreement; and

(c) has full limited liability company power and authority to execute and deliver this Agreement and consummate the Merger and the other transactions contemplated by this Agreement.

SECTION 3.2. *Representations and Warranties of the Company.* The Company hereby represents and warrants that it:

(a) is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is not in violation of any provisions of its articles of incorporation or its bylaws; and

(c) has full corporate power and authority to execute and deliver this Agreement and consummate the Merger and the other transactions contemplated by this Agreement.

ARTICLE IV

TERMINATION

SECTION 4.1. **Termination.** At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Managing Member of SB Asset Holdings or the Board of the Company, notwithstanding the adoption of this Agreement by the Managing Member of SB Asset Holdings or the Board of the Company.

ARTICLE V

FURTHER ASSURANCES

SECTION 5.1. **Further Assurances as to SB Asset Holdings.** If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of SB Asset Holdings acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, SB Asset Holdings and its proper officers shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Company are fully authorized in the name of SB Asset Holdings or otherwise to take any and all such action.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1. **Amendment.** At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Managing Member of SB Asset Holdings and the Board of the Company. This Agreement may not be amended except by an instrument in writing signed on behalf of each of SB Asset Holdings and the Company.

SECTION 6.2. **No Waivers.** No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein

provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.3. Assignment: Third Party Beneficiaries. Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

SECTION 6.4. Governing Law. This Agreement shall in all respects be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Florida.

SECTION 6.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 6.6. Entire Agreement. This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

SECTION 6.7. Service of Process. Surviving Company agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for enforcement of any obligation of SB Asset Holdings, as well as for enforcement of any obligation of the Surviving Company arising from the Merger, and does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware is as follows: 1613 N. Harrison Parkway, Sunrise, Florida 33323.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first stated above.

SUNBEAM ASSET HOLDINGS LLC

By: 

Name: Robert Coward,
Title: President

SHERIDAN HEALTHCORP, INC.

By: 

Name: Jay A. Morris,
Title: Executive Vice President