

Document Number Only

L 99000005370

C T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

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****105.00 ****105.00

CORPORATION(S) NAME

MD Network LLC → INTO

MD Network Florida Limited Partnership

12 INC

Profit

NonProfit

Limited Liability Company

Foreign

Amendment

Dissolution/Withdrawal

Annual Report

Fict. Filing

Limited Partnership

Reinstatement

Limited Liability Partnership

Certified Copy

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Document Examiner

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Verifier

Acknowledgment

W.F. Verifier

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8/27/99

99 AUG 27 PM 5:12

99 AUG 27 PM 12:38

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

MD NETWORK FLORIDA, LIMITED PARTNERSHIP, a Florida limited
partnership, (A98000000648)

INTO

MD NETWORK LLC, a Florida entity, L99000005370.

File date: August 27, 1999 , effective August 28, 1999

Corporate Specialist: Buck Kohr

99 AUG 27 PM 5:12

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8/28/99

ARTICLES OF MERGER

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EFFECTIVE DATE 8/24/99

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
1. MD Network LLC 2401 PGA Blvd., Suite 136 Palm Beach Gardens, FL 33410	Florida	limited liability company
Florida Document/Registration Number: L99000005370		FEI Number: _____
2. MD Network Florida, Limited Partnership 2401 PGA Blvd., Suite 136 Palm Beach Gardens, FL 33410	Florida	limited partnership
Florida Document/Registration Number: A98000000648		FEI Number: _____
3. _____ _____		FEI Number: _____
Florida Document/Registration Number: _____		
4. _____ _____		FEI Number: _____
Florida Document/Registration Number: _____		

(Attach additional sheet(s) if necessary)

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>MD Network LLC</u> <u>2401 PGA Blvd., Suite 136</u> <u>Palm Beach Gardens, FL 33410</u>	<u>Florida</u>	<u>limited liability</u> <u>company</u>

Florida Document/Registration Number: _____ FEI Number: _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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NINTH: The merger shall become effective as of:
 The date the Articles of Merger are filed with Florida Department of State

OR

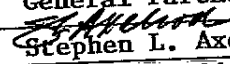

August 28, 1999

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
<u>MD Network Florida, Limited Partnership</u>	By: <u>Cherry Hills GP, Inc.</u> <u>a Delaware corporation,</u> <u>General Partner</u>  <u>Stephen L. Axelrod,</u> <u>President</u>	<u>Stephen L. Axelrod, President,</u> <u>Cherry Hills GP, Inc., a</u> <u>Delaware corporation,</u> <u>General Partner</u>
<u>MD Network LLC</u>	<u>MD Network LLC, a</u> <u>Colorado limited</u> <u>liability company,</u> <u>sole member</u> By:  <u>Stephen L. Axelrod</u>	<u>Stephen L. Axelrod, Member</u> <u>of MD Network LLC, a Colorado</u> <u>limited liability company,</u> <u>sole member</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement") effective August 28, 1999, between MD Network LLC, a Florida limited liability company (the "LLC") and MD Network Florida, Limited Partnership, a Florida limited partnership (the "LP"), such parties being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the general partner and member of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity that the Constituent Entities merge into a single limited liability company pursuant to this Agreement and the applicable laws of Florida;

NOW, THEREFORE, the Constituent Entities agree that the LP shall be merged with and into the LLC, with the LLC as the surviving limited liability company, in accordance with the applicable laws of Florida, that the name of the surviving limited liability company shall continue to be MD Network LLC (which in its capacity as the surviving entity is hereinafter called the "Surviving Entity"), and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

Section 1. Effective Date

The merger provided for in this Agreement shall become effective after the completion of the following:

1. Adoption of this Agreement by the general partner of the LP pursuant to Section 620.201(1), Fla. Stat. and by the member of the LLC pursuant to Section 608.4381(1), Fla. Stat.;
2. Execution and filing of the Articles of Merger required by Sections 608.4283 and 620.203, Fla. Stat. with the Florida Secretary of State; and
3. The Constituent Entities agree that the merger will be effective as of May 31, 1999 (the "Effective Date"), and the Articles of Merger shall be filed with the Florida Secretary of State on or before the Effective Date.

Section 2. Governing Law

The Surviving Entity shall be governed by the laws of the State of Florida.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 AUG 27 PM 5:12

EFFECTIVE DATE
8/28/99

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Section 3. Articles of Organization

The Articles of Organization of the LLC shall be the Articles of Organization of the Surviving Entity from and after the Effective Date, subject to the right of the Surviving Entity to amend its Articles of Organization in accordance with the laws of the State of Florida.

Section 4. Operating Agreement

The Operating Agreement of the Surviving Entity shall be the Operating Agreement of the LLC as in effect on the date of this Agreement. The Agreement of Limited Partnership of the LP shall terminate as of the Effective Date.

Section 5. Manner of Converting Interests

5.1 Conversion. The mode of carrying the merger into effect and the manner and basis of converting the interests of the LP into interests of the Surviving Entity are as follows:

1. Each Partnership Interest (as defined in the Agreement of Limited Partnership) of the LP ("the LP Interest"), which is outstanding on the Effective Date, shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into a Company Interest (as defined in the Company Agreement of the LLC) of equivalent proportionate share, of the LLC ("the LLC Interest").
2. Each new owner of an LLC Interest by virtue of the merger shall be a member of the LLC.

Section 6. Members and Officers

Until the election and qualification of its successor, the manager of the Surviving Entity shall be its member, MD Network LLC, a Colorado limited liability company, whose business address is 3033 East First Avenue, Suite 400, Denver, Colorado 80206. The appointed or elected officers of the Surviving Entity, who shall continue in office at the pleasure of the managers of the Surviving Entity, shall be the elected officers of the LLC on the Effective Date.

Section 7. Effect of the Merger

On the Effective Date, the separate existence of the LP shall cease and it shall be merged with and into the Surviving Entity, and the merger shall have the effect as provided by applicable law. All the property, real, personal and mixed, of each of the Constituent Entities, and all debts due to either of them, shall be transferred to and vested in the Surviving Entity, without further act or deed. The Surviving Entity shall thenceforth be

responsible and liable for all the liabilities and obligations, of each of the Constituent Entities, and any claim or judgment against either of the Constituent Entities may be enforced against the Surviving Entity.

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Section 8. Approval of General Partner and Member

This Agreement shall be submitted to the general partner and member of the Constituent Entities as provided by the applicable laws of Florida. There shall be required for the adoption of this Agreement the affirmative vote of the general partners and members of each of the Constituent Entities.

Section 9. Conditions Precedent to Obligation of the LP

The LP's obligation to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by the LP:

9.1 General Partner Approval. This Agreement shall have been adopted by the necessary vote of the general partners of the Constituent Entities as set forth in Section 8 hereof.

Section 10. Conditions Precedent to Obligation of the LLC

The LLC's obligation to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by the LLC:

10.1 Member Approval. This Agreement shall have been adopted by the necessary vote of members of the Constituent Entities as set forth in Section 8 hereof.

Section 11. Termination

11.1 Circumstances of Termination. This Agreement may be terminated (notwithstanding approval by the members of either party hereto):

- (1) By the mutual consent in writing of the general partner of the LP and the LLC;
- (2) By the general partner of the LP if any condition provided in Section 9 hereof has not been satisfied or waived on or before the Effective Date; or
- (3) By the members of the LLC if any condition provided in Section 10 hereof has not been satisfied or waived on or before the Effective Date.

11.2 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 11.1 hereof, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any of its partners, officers, members, and managers) shall be liable to any other party for any costs, expenses, damage or loss of anticipated profits hereunder.

Section 12. Abandonment

12.1 Circumstances of Abandonment. This Agreement may be abandoned, subject to any contractual rights (notwithstanding approval by the limited partners or shareholders of any Constituent Entity):

(1) By the mutual consent in writing of the general partners of the LP and the Members of the LLC;

(2) By the general partner of the LP if any condition provided in Section 9 hereof has not been satisfied or waived by the party having the right to so waive on or before the Effective Date; or

(3) By the members of the LLC if any condition provided in Section 10 hereof has not been satisfied or waived on or before the Effective Date.

12.2 Effect of Abandonment. In the event of a abandonment of this Agreement pursuant to Section 12.1 hereof, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any of its officers, directors, shareholders, general partners and limited partners, members and managers) shall be liable to any other party for any costs, expenses, damage or loss of anticipated profits hereunder.

Section 13. General Provisions

13.1 Further Assurances. At any time, and from time to time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

13.2 Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

13.3 Brokers. Each party represents to the other party that no broker or finder has acted for it in connection with this Agreement, and agrees to indemnify and hold harmless the other party against any fee, loss or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

FILED
SECRETARY OF STATE
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99 AUG 27 PM 5:12
EFFECTIVE DATE
8/27/99

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99 AUG 27 PM 5:12
EFFECTIVE DATE
8/25/99

13.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or sent by prepaid first-class registered or certified mail, return receipt requested, as follows:

The LLC: Attention President
3033 E. First Ave., Suite 400
Denver, Colorado 80206

The LP: Attention General Partner
3033 E. First Ave., Suite 400
Denver, Colorado 80206

13.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

13.6 Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.7 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

13.8 Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by either party of its rights under this Agreement without the written consent of the other party shall be void.

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

13.10 Place of Business. The street address of the Surviving Entity's principal place of business is 2401 PGA Blvd., Suite 136, Palm Beach Gardens, Florida 33410.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MD Network LLC,
a Florida limited liability company

By: MD Network LLC, a Colorado
limited liability company

By: *[Signature]*
Stephen L. Axelrod, Member

MD Network Florida, Limited Partnership,
a Florida limited partnership

By: Cherry Hills GP, Inc., a Delaware
corporation, General Partner

[Signature]
Stephen L. Axelrod, President

SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 MAY 27 PM 5:12

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

EFFECTIVE DATE
5/27/99

Subscribed and sworn to before me this 27 day of May, 1999 by Stephen L. Axelrod, Member of MD Network LLC, a Colorado limited liability company, sole member of MD Network LLC, a Florida limited liability company.

WITNESS my hand and official seal.

My commission expires:
12/14/99

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

Subscribed and sworn to before me this 27 day of May, 1999 by STEPHEN L. AXELROD as the Stephen L. Axelrod, President of Cherry Hills GP, Inc., a Delaware corporation, General Partner of MD Network Florida, a Limited Partnership, a Florida limited partnership.

WITNESS my hand and official seal.

My commission expires:
12/14/99

[Signature]
Notary Public

SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 AUG 27 PM 5:12

MD Network LLC,
a Florida limited liability company

MD Network Florida, Limited Partnership
a Florida limited partnership

By: MD Network LLC, a Colorado
limited liability company

By: Cherry Hills GP, Inc., a Delaware
corporation, General Partner

By: *[Signature]*
Stephen L. Axelrod, Member

[Signature]
Stephen L. Axelrod, President

EFFECTIVE DATE
8/18/99

STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss.

Subscribed and sworn to before me this 27 day of May, 1999 by Stephen L. Axelrod, Member of MD Network LLC, a Colorado limited liability company, sole member of MD Network LLC, a Florida limited liability company.

WITNESS my hand and official seal.

My commission expires:
12/14/99

[Signature]
Notary Public

STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss.

Subscribed and sworn to before me this 27 day of May, 1999 by STEPHEN L. AXELROD as the Stephen L. Axelrod, President of Cherry Hills GP, Inc., a Delaware corporation, General Partner of MD Network Florida, a Limited Partnership, a Florida limited partnership.

WITNESS my hand and official seal.

My commission expires:
12/14/99

[Signature]
Notary Public