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MERGER OR SHARE EXCHANGE
Central Florida Kidney Centers, Inc.

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July 2, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CENTRAL FLORIDA KIDNEY CENTERS, INC.
203 ERNESTINE STREET
ORLANDO, FL 32801-3621US

SUBJECT: CENTRAL FLORIDA KIDNEY CENTERS, INC.
REF: 726583

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please include the exhibit(s) referred to in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Cathy A Carrothers
Regulatory Specialist

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
ARTICLES OF MERGER
OF

MELBOURNE KIDNEY CENTER, INC.
(a Florida not for profit corporation)

INTO

CENTRAL FLORIDA KIDNEY CENTERS, INC.
(a Florida not for profit corporation)

Pursuant to Section 617.1105, *Florida Statutes*, the undersigned entities adopt the following Articles of Merger. The name of the surviving company, upon the effective date of merger, will be CENTRAL FLORIDA KIDNEY CENTERS, INC., a Florida not-for-profit corporation, whose address is 203 Ernestine Street, Orlando, Florida 32801-3621.

ADOPTION OF AGREEMENT

On the 10 day of June, 2014, the Directors and Members of MELBOURNE KIDNEY CENTER, INC., a Florida not-for-profit corporation ("MKC"), Florida Document Number 740678, whose address is 1400 South Apollo Boulevard, Melbourne, Florida 32901-3145, adopted and approved by unanimous written consent the Agreement and Plan of Merger (as defined below) in accordance with Section 617.0701, *Florida Statutes*. On the 21st day of May, 2014, the Directors and Members of CENTRAL FLORIDA KIDNEY CENTERS, INC., a Florida not-for-profit corporation ("CFKC"), Florida Document Number 726583, whose address is 203 Ernestine Street, Orlando, Florida 32801-3621, adopted and approved by unanimous written consent the Agreement and Plan of Merger in accordance with Section 617.0701, *Florida Statutes*.

AGREEMENT AND PLAN OF MERGER

The Agreement and Plan of Merger adopted and approved by MCK and CFKC is attached hereto as Exhibit "A" (the "Agreement and Plan of Merger"). The attached Agreement and Plan of Merger meets the requirements of 617.1101 and 617.1103, *Florida Statutes*, and was approved by each domestic not for profit corporation that is a party to the merger in accordance with Chapter 617, *Florida Statutes*.

EFFECTIVE DATE

The merger of the undersigned entities will become effective as of the later of June 30, 2014 or the date of filing of the Articles of Merger with the Florida Department of State.

Dated: June 10 2014.

MELBOURNE KIDNEY CENTER, INC., a Florida not-for-profit corporation

By: 

Name: JOHN C KROENING

Title: PRESIDENT

CENTRAL FLORIDA KIDNEY CENTERS, INC., a Florida not-for-profit corporation

By: 

Name: GARY BARNES

Title: CEO

**AGREEMENT AND PLAN OF MERGER
Of
MELBOURNE KIDNEY CENTER, INC.
And
CENTRAL FLORIDA KIDNEY CENTERS, INC.**

This **AGREEMENT AND PLAN OF MERGER** (the "Plan") is by and between the **MELBOURNE KIDNEY CENTER, INC. ("MKC")** and the **CENTRAL FLORIDA KIDNEY CENTERS, INC. ("CFKC")** each of which was incorporated in Florida and is a Florida not for profit corporation (CFKC and MKC hereinafter collectively referred to as the "Centers") to form one merged entity which will be a Florida not for profit corporation.

WHEREAS, CFKC is a Florida not-for-profit corporation qualifying under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended ("Code"), organized to: (i) own, operate, manage and maintain outpatient dialysis and renal care service centers including, without limitation, in-center and home dialysis program facilities, (ii) improve the treatment and advance the cure of diseases of the kidneys, and (iii) make distributions and grants to exempt organizations for medical, educational and other charitable and exempt purposes (whether or not directly or indirectly related to the treatment and advancement of the cure of diseases of the kidneys) ("CFKC's Purposes"); and

WHEREAS, MKC is a Florida not-for-profit corporation qualifying under Section 501(c)(3) of the Code, organized for purposes similar to CFKC's Purposes; and

WHEREAS, the Board of Directors of CFKC and the Board of Directors of MKC have determined that it is in the best business interests of the Centers, and that the purposes and missions of both Centers can be accomplished more efficiently and more effectively, if both Centers are combined into one corporation; and

WHEREAS, in furtherance of such combination, the Boards of Directors of CFKC and MKC have each adopted this Plan and approved the merger of MKC into CFKC in accordance with the terms and conditions set forth herein and in accordance with Chapter 617, Florida Statutes ("Merger"), with CFKC being the surviving corporation ("Surviving Company"); and

WHEREAS, the Surviving Company will be organized and operated to continue to provide services that are consistent with CFKC's Purposes.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions set forth below, the Centers agree as follows:

ARTICLE 1

MERGER; EFFECTIVE DATE; CLOSING AND CLOSING DATE.

1.1. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, CFKC and MKC shall consummate the merger in which MKC shall be merged with

and into CFKC and the separate corporate existence of MKC shall cease and CFKC shall be the surviving company (the "Merger").

1.2 **Effective Date.** The Merger shall be effective at such time as the Articles of Merger are duly filed in accordance with Chapter 617, Florida Statutes, or such later time as may be specified in the Articles of Merger ("Effective Date").

1.3 **Articles of Merger.** As soon as practicable after satisfaction or waiver of the conditions and obligations set forth herein, the Centers shall file articles of merger in substantially the form attached hereto as Exhibit 1.3 ("Articles of Merger") in accordance with Chapter 617, Florida Statutes, and take all other action required by applicable law and this Plan, whereupon the Surviving Company shall assume ownership and control of all assets and disclosed obligations of MKC.

1.4 **The Closing and Closing Date.** It is contemplated that: (i) approvals and adoptions of this Plan by the Boards of Directors of the Centers, (ii) all necessary accounting and legal due diligence, reviews, and analyses by the Centers' respective professional advisors and counselors, and (iii) all other requirements of law and this Plan, shall have been satisfied or waived on or about June 26, 2014 or as soon thereafter as the Centers deem appropriate. The closing of the Merger (the "Closing") shall take place at the offices of Baker & Hostetler, LLP, 200 South Orange Avenue, Suite 2300, Orlando, Florida 32801, commencing at 9:00 a.m., Eastern Time, on June 26, 2014 following the satisfaction or waiver (to the extent permitted by applicable law) of the conditions set forth in Section 6.6, or on such other date, time or place as CFKC and MKC may agree or as may be necessary to permit the satisfaction or waiver of the conditions set forth in Section 6.6 (the "Closing Date").

ARTICLE 2

ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS OF SURVIVING COMPANY.

2.1 **Articles of Incorporation.** The Articles of Incorporation of CFKC shall be amended as of the Effective Date to provide for positions on the Board of Directors consistent with this Plan, and shall otherwise be the Articles of Incorporation of CFKC at the time of execution of this Plan as set forth in Exhibit 2.1 attached hereto, and shall be the Surviving Company's Articles of Incorporation until amended as provided therein or under applicable law.

2.2 **Bylaws.** The Bylaws of CFKC shall be amended as of the Effective Date to provide for positions on the Board of Directors consistent with this Plan, and shall otherwise be the Bylaws of CFKC in effect at the time of the execution of this Plan as set forth in Exhibit 2.2 attached hereto, and shall be the Surviving Company's Bylaws until amended as provided therein or under applicable law.

2.3 **Directors and Officers.** Prior to the Effective Date, the directors and officers of the respective Centers shall continue to serve in their respective capacities until their successors have been duly elected, appointed or qualified or until their earlier death, resignation or removal in accordance with the respective Center's articles of incorporation and by-laws. As of the Effective

Date, the directors and officers of the Surviving Company shall be as set forth on **Exhibit 2.3** attached hereto.

ARTICLE 3

SURVIVING COMPANY NAME; FISCAL YEAR; PRINCIPAL OFFICE; STAFFING.

3.1 **Name.** The Surviving Company's name will be the CENTRAL FLORIDA KIDNEY CENTERS, INC., and its fiscal year shall be July 1 to June 30.

3.2 **Principal Office.** The principal office of CFKC shall be the principal office of the Surviving Company after the Effective Date.

3.3 **Staffing.** The staff of the Surviving Company shall be constituted as deemed necessary to operate the administration and services of the Surviving Company.

ARTICLE 4

MUTUAL REPRESENTATIONS AND WARRANTIES; DISCLOSURES.

4.1 **Mutual Representations and Warranties.** Each of the Centers respectively hereby makes as of the date of this Plan and shall certify as of Closing of the Merger that each and every representations and warranty set forth in **EXHIBIT 4.1** does not contain any untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements and information contained therein not misleading.

4.2 **CFKC Disclosures.** To CFKC's knowledge the information set forth in the following disclosures and schedules do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the disclosures and schedules contained therein not misleading.

4.2.1 **CFKC Subsidiaries.** Other than its wholly-owned subsidiary, Central Florida Kidney Disease Management, LLC, a Florida for-profit limited liability company, and its ownership interests in NxStage Orlando South, LLC and NxStage Orlando North, LLC, each a Delaware limited liability company, CFKC has no direct or indirect subsidiaries, operating or otherwise, nor are there any other entities that CFKC otherwise, directly or indirectly, controls or in which it has any ownership or other interest.

4.2.2 **CFKC Financial Statements.** The CFKC Financial Statements (defined below), including the notes thereto, delivered to MKC have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of CFC as of such dates and the results of operations of CFKC for such periods, and are consistent with the books and records of CFKC (which books and records are correct and complete in all material respects); provided that, the CFKC Most Recent Financial Statements do not contain any notes. The following documents furnished by CFKC, copies of which are attached hereto as **CFKC Disclosure**

Schedule 4.2.2, are herein referred to as the "CFKC Financial Statements": (i) audited balance sheets and statements of income as of and for the fiscal years ended June 30, 2011, June 30, 2012, and June 30, 2013 (the "CFKC Most Recent Fiscal Year End") and (ii) unaudited balance sheets and statements of income (the "CFKC Most Recent Financial Statements") as of and for the ten months ended March 31, 2014, (the "CFKC Most Recent Fiscal Period End").

4.2.3 CFKC Notes and Accounts Receivable. All notes and accounts receivables owned by CFKC are reflected properly on its books and records, are valid receivables subject to no setoffs or counterclaims and are current and collectible in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the CFKC Most Recent Balance Sheet as adjusted for the passage of time through the Closing Date in accordance with the past practice of CFKC.

4.2.4 CFKC Litigation. CFKC is not: (i) subject to any outstanding injunction, judgment, order, decree or ruling or (ii) a party to, or to the knowledge of CFKC is threatened to be made a party to, any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, or local jurisdiction or before any arbitrator.

4.3 MKC Disclosures. To MKC's knowledge the information set forth in the following disclosures and schedules not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the disclosures and schedules contained therein not misleading.

4.3.1 MKC Subsidiaries. MKC has no direct or indirect subsidiaries, operating or otherwise, nor are there any other entities that MKC otherwise directly or indirectly controls or in which it has any ownership or other interest.

4.3.2 MKC Financial Statements. MKC represents and warrants that the MKC Financial Statements (defined below), including the notes thereto, delivered to CFKC have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of MKC as of such dates and the results of operations of MKC for such periods, and are consistent with the books and records of MKC (which books and records are correct and complete in all material respects); provided that, the MKC Most Recent Financial Statements do not contain any notes. The following documents furnished by MKC, copies of which are attached hereto as MKC Disclosure Schedule 4.3.2 are herein referred to as the "MKC Financial Statements": (i) audited balance sheets and statements of income as of and for the fiscal years ended June 30, 2011, June 30, 2012, and June 30, 2013 (the "MKC Most Recent Fiscal Year End") and (ii) unaudited balance sheets and statements of income (the "MKC Most Recent Financial Statements") as of and for the ten months ended February 28, 2014, (the "MKC Most Recent Fiscal Period End").

4.3.3 MKC Notes and Accounts Receivable. All notes and accounts receivables owned by MKC are reflected properly on its books and records, are valid receivables subject to no setoffs or counterclaims and are current and collectible in accordance with their terms at their recorded amounts, subject only to the reserve for bad

debts set forth on the face of the MKC Most Recent Balance Sheet as adjusted for the passage of time through the Closing Date in accordance with the past practice of MKC.

4.3.4 MKC Real Property. MKC Disclosure Schedule 4.3.4 lists and describes briefly all real property owned by MKC and sets forth a list of all leases and subleases to which MKC is a party. With respect to each lease and sublease listed in MKC Disclosure Schedule 4.3.4:

(a) the lease or sublease is legal, valid, binding, enforceable, and in full force and effect;

(b) no consent is required with respect to the lease or sublease as a result of this Agreement, and the actions contemplated by this Agreement will not result in the change of any terms of the lease or sublease or otherwise affect the ongoing validity of the lease or sublease;

(c) no party to the lease or sublease is in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(d) no party to the lease or sublease has repudiated any provision thereof;

(e) there are no disputes, oral agreements, or forbearance programs in effect as to the lease or sublease;

(f) MKC has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold or sub-leasehold; and

(g) all facilities leased or subleased thereunder have received and maintained all approvals of governmental authorities (including licenses and permits) required in connection with the operation thereof and have been operated and maintained by MKC in accordance with applicable laws, rules, and regulations.

4.3.5 MKC Intellectual Property. MKC owns no Intellectual Property, and no patent, trademark or copyright registrations have been issued to or assigned to MKC, and MKC does not use any Intellectual Property owned by any of its employees, officers or directors. All items of Intellectual Property used by, and that are material to the business of, MKC owned by any third party are (i) identified on MKC Disclosure Schedule 4.3.5 and (ii) will be available for use by the Surviving Company on similar terms and conditions immediately subsequent to the Closing. To the knowledge of MKC:

(a) MKC has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and MKC has not ever received any claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that MKC must license or refrain from using any Intellectual Property rights of any third party).

(b) No third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of MKC.

(c) Nothing will interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of MKC's business as presently conducted or as a result of the Merger.

4.3.6 MKC Tangible Assets. Except as set forth on MKC Disclosure Schedule 4.3.6, MKC owns or leases all buildings, machinery, equipment, and other tangible assets used in the conduct of its business as presently conducted and as presently proposed to be conducted. Except as set forth on Section 4.10 of the Disclosure Schedule, each such tangible asset is free from all material defects (patent and latent), has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear), and is suitable for the purposes for which it presently is used. The MKC Most Recent Balance Sheet sets forth all of the assets necessary to conduct MKC's business as it is currently being conducted and as it is contemplated to be conducted in the future.

4.3.7 MKC Contracts. MKC Disclosure Schedule 4.3.7 lists all contracts and other agreements to which MKC is a party. MKC has delivered to CFKC a correct and complete copy of each written agreement listed in MKC Disclosure Schedule 4.3.7. With respect to each such agreement: (i) the agreement is legal, valid, binding, enforceable, and in full force and effect; (ii) the agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the Merger; (iii) MKC is not, and to the knowledge of MKC, no other party is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the agreement; and (iv) no party has repudiated any provision of the agreement.

4.3.8 MKC Employees. MKC Disclosure Schedule 4.3.8 sets forth the names of all employees of MKC and the annual salary and bonuses paid or accrued for the year ended December 31, 2013, and for the period from January 1, 2014 through April 30, 2014, and any commitments by MKC entered into on or prior to the date hereof to pay any further bonuses for or increase in the salary of each such person set forth in Section 4.14 of the Disclosure Schedule. The employees of MKC set forth on MKC Disclosure Schedule 4.3.8 constitute all employees necessary in order to conduct MKC's business as it is currently being conducted.

4.3.9 MKC Employee Benefits. MKC Disclosure Schedule 4.3.9 lists each Employee Benefit Plan that MKC maintains or has maintained or to which MKC contributes or has contributed or to which the employees of MKC are subject or have been subject. MKC has delivered to CFKC correct and complete copies of the plan documents and summary plan descriptions, the most recent determination letter received from the Internal Revenue Service, the most recent annual report, and all related trust agreements, insurance contracts, and other funding agreements which implement each such Employee Benefit Plan.

4.3.10 MKC Insurance. MKC Disclosure Schedule 4.3.10 sets forth the following information with respect to each insurance policy (including policies providing property, casualty, liability, and workers' compensation coverage) to which MKC has been a party, a named insured, or otherwise the beneficiary of coverage at any time within the past two years: (a) the name, address, and telephone number of the agent; (b) the name of the insurer and the name of the policyholder; (c) the policy number and the period of coverage; (d) the amount of coverage; and (e) any self-insurance arrangements affecting MKC and any claims pending under any insurance policies currently in effect. Except as set forth on MKC Disclosure Schedule 4.3.10, with respect to each such insurance policy to the knowledge of MKC:

(a) the policy is legal, valid, binding, enforceable, and in full force and effect now, and following the consummation of the Merger will continue to be so on identical terms;

(b) neither MKC nor any other party to the policy is in breach or default and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration, under the policy; and

(c) MKC has been covered during the past five years by insurance in scope and amount customary and reasonable for the business in which it has engaged during the aforementioned period.

4.3.11 MKC Litigation. MKC Disclosure Schedule 4.3.11 sets forth each instance in which CFKC: (i) is subject to any outstanding injunction, judgment, order, decree or ruling or (ii) is a party to, or to the knowledge of MKC is threatened to be made a party to, any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, or local jurisdiction or before any arbitrator. No matter set forth in MKC Disclosure Schedule 4.3.11 could result in any material adverse effect on MKC or on the ability of MKC to consummate the Merger.

4.3.12 MKC Permits, Licenses, Assessments, Reports. A list of all permits, licenses and other authorizations, environmental assessments, reports, audits, and other documents in its possession or under its control that relate to or are required by applicable Laws is listed on MKC Disclosure Schedule 4.3.12 and none of such permits, licenses, authorizations and other documents require notice or consent or any other action to remain in full force and effect following consummation of the transactions contemplated by this Agreement.

ARTICLE 5

ADDITIONAL COVENANTS.

5.1 **Conduct of Businesses; Commercially Reasonable Efforts.** Subsequent to the approval and execution of this Plan by the Centers' respective Boards of Directors and until and including the Effective Date, each Center agrees that:

- (a) The business of the Center will be conducted in the ordinary and usual course.
- (b) It shall not amend its Articles of Incorporation or Bylaws unless required by this Plan.
- (c) During the period from the date of this Agreement until the Effective Date, each of the Centers will use commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the Merger. Each party shall use its best efforts to preserve intact its business organization (to keep available the services of its current officers and key employees), and to preserve the good will of those having business relationships with them.

5.2 **Notice of Developments.** During the period from the date of this Agreement until the Effective Time, each Center will give prompt written notice to the other of any material adverse development known to such Center which results in, or is reasonably likely to result in, any of its or his own representations and warranties set forth in this Agreement becoming untrue. Each Center agrees to promptly notify the other Center at any time prior to the Effective Date a representation or warranty, if any, provided to the other party in writing becomes materially inaccurate or no longer true.

5.3 **Exclusivity.** During the period from the date of this Agreement until the Effective Date or the earlier termination of this Agreement, neither MKC nor its officers or directors shall (i) solicit, initiate, or encourage the submission of any proposal or offer from any person relating to the acquisition of any interest in, or any portion of, the assets of MKC (including any acquisition structured as a merger, consolidation, or share exchange) or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do or seek any of the foregoing. MKC shall notify CFKC immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

ARTICLE 6

CONDITIONS TO OBLIGATIONS TO CLOSE

6.1 **Conditions to Obligations to Close.** The obligations of MKC and CFKC to consummate the Merger and take the actions to be performed by them in connection with the Closing are subject to satisfaction or waiver by CFKC in its sole discretion, of the following conditions.

6.1.1 Resignations. CFKC shall have received the written resignations, effective as of the Closing, of each director and officer of MKC other than those who are designated as continuing officers, directors or employees of the Surviving Company.

6.1.2 Officers Closing Certificates. Each of the chief executive officers of CFKC and MKC shall have delivered to the other certificates in the forms attached, respectively, as Exhibits 6.1.2.1, 6.1.2.2, 6.1.2.3, and 6.1.2.4.

ARTICLE 7

TERMINATION AND ABANDONMENT OF MERGER

7.1 Termination and Abandonment. This Plan may be terminated and the Merger abandoned at any time before the Effective Date upon the majority vote of the Board of Directors of each Center.

7.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article 6, no Center (or any of its directors or officers) shall have any liability or further obligation to the other Center to this Agreement, except that nothing herein will relieve a Center from liability for any willful breach of this Agreement.

ARTICLE 8

MISCELLANEOUS

8.1 Costs and Expenses. Each Center shall bear its own costs and expenses (including accounting, legal and other professional fees and expenses) incurred in connection with this Plan and the pursuit and consummation of the Merger.

8.2 Press Releases. The Centers shall consult with one another concerning the form, substance and timing of any press release or other public disclosure of any matters relating to this Plan; provided, however, that nothing in this section shall be deemed to prohibit either Center from making any disclosure which its legal counsel deems necessary in order to fulfill such Center's disclosure obligations imposed by law.

8.3 Amendment; Further Assurances. If at any time the officers or directors of a Center shall consider or be advised that any acknowledgements or assurances or other actions are necessary or desirable in order to acknowledge or confirm any right, title or interest contemplated to be vested under this Plan in such Center or the Surviving Company, such Center and its officers and directors are authorized and directed to execute and deliver all such acknowledgements or assurances and to take such other actions to acknowledge or confirm such right, title or interest in the intended party as shall be necessary to carry out the purposes of this Plan.

8.4 **No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the Centers and their respective successors and permitted assigns.

8.5 **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the Centers and supersedes any prior understandings, agreements, or representations by or between the Centers, written or oral, to the extent they related in any way to the subject matter hereof, including the Letter of Agreement between the Centers dated February 21, 1979 (the Letter Agreement").

8.6 **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Centers named herein and their respective successors and permitted assigns. No Center may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of

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

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

8.9 **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then effective two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

TO MKC:

Melbourne Kidney Center, Inc.
1400 Apollo Boulevard
Melbourne, FL 32901
Attention: DeeDee Gross, CEO

With Copy to:

Dale A. Dettmer, Esq.
304 South Harbor City Boulevard
Suite 201
Melbourne, FL 32901

TO CFKC:

Central Florida Kidney Centers, Inc.
203 Ernestine Street
Orlando, FL 32801-3621
Attention: Gary Barnes, CEO

With Copy to:

Baker & Hostetler, LLP
P.O.Box 112

200 South Orange Avenue
Suite 2300
SunTrust Center
Orlando, FL 32802-112
Attention: G. Thomas Ball, Esq.

IN WITNESS WHEREOF, each of the Centers has caused this Plan to be
executed on its behalf by its duly authorized officers, as of this 10th day of ~~May~~, 2014.

JUNE

MELBOURNE KIDNEY CENTER, INC.

President: _____

Corporate Secretary: _____

CENTRAL FLORIDA KIDNEY CENTERS, INC.

Chairman of the Board: _____

Corporate Secretary: _____

EXHIBIT 1.3
ARTICLES OF MERGER

STATE OF FLORIDA
ARTICLES OF MERGER
OF
MELBOURNE KIDNEY CENTER, INC.
(a Florida not for profit corporation)
INTO
CENTRAL FLORIDA KIDNEY CENTERS, INC.
(a Florida not for profit corporation)

Pursuant to Section 617.1105, *Florida Statutes*, the undersigned entities adopt the following Articles of Merger. The name of the surviving company, upon the effective date of merger, will be CENTRAL FLORIDA KIDNEY CENTERS, INC., a Florida not-for-profit corporation, whose address is 203 Ernestine Street, Orlando, Florida 32801-3621.

ADOPTION OF AGREEMENT

On the ____ day of June, 2014, the Directors and Members of MELBOURNE KIDNEY CENTER, INC., a Florida not-for-profit corporation ("MKC"), Florida Document Number 740678, whose address is 1400 South Apollo Boulevard, Melbourne, Florida 32901-3145, adopted and approved by unanimous written consent the Agreement and Plan of Merger (as defined below) in accordance with Section 617.0701, *Florida Statutes*. On the 21st day of May, 2014, the Directors and Members of CENTRAL FLORIDA KIDNEY CENTERS, INC., a Florida not-for-profit corporation ("CFKC"), Florida Document Number 726583, whose address is 203 Ernestine Street, Orlando, Florida 32801-3621, adopted and approved by unanimous written consent the Agreement and Plan of Merger in accordance with Section 617.0701, *Florida Statutes*.

AGREEMENT AND PLAN OF MERGER

The Agreement and Plan of Merger adopted and approved by MCK and CFKC is attached hereto as Exhibit "A" (the "Agreement and Plan of Merger"). The attached Agreement and Plan of Merger meets the requirements of 617.1101 and 617.1103, *Florida Statutes*, and was approved by each domestic not for profit corporation that is a party to the merger in accordance with Chapter 617, *Florida Statutes*.

EFFECTIVE DATE

The merger of the undersigned entities will become effective as of the later of June 30, 2014 or the date of filing of the Articles of Merger with the Florida Department of State.

Dated: June __, 2014.

MELBOURNE KIDNEY CENTER, INC., a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

CENTRAL FLORIDA KIDNEY CENTERS, INC., a Florida not-for-profit corporation

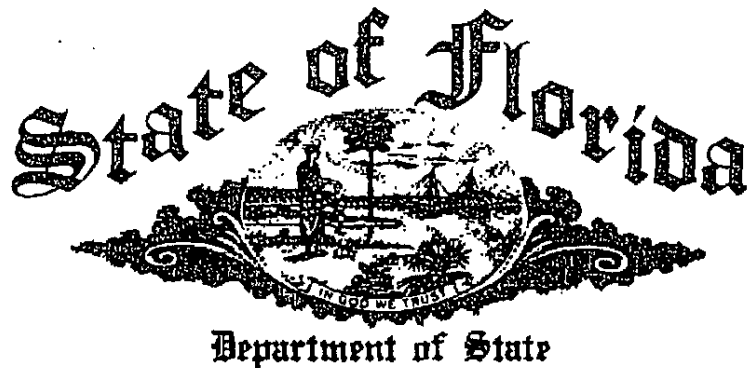
By: _____

Name: _____

Title: _____

EXHIBIT 2.1

SURVIVING COMPANY'S ARTICLES OF INCORPORATION



I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of CENTRAL FLORIDA KIDNEY CENTERS, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 726583.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-first day of May, 2014



CR2EQ22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

ARTICLES OF INCORPORATION
OF
CENTRAL FLORIDA KIDNEY CENTER, INC.

We, the undersigned, residents of the State of Florida, do hereby associate together for the purpose of becoming incorporated pursuant to Chapter 617, Florida Statutes, and do hereby make, subscribe and acknowledge the Articles of Incorporation set forth below and provide as follows:

ARTICLE I

The name of the corporation is CENTRAL FLORIDA KIDNEY CENTER, INC., having a business address of 82 West Sturtevant Orlando, Florida.

ARTICLE II

The purpose for which the corporation is formed and the business and objects to be carried on and promoted by it are as follows:

A. To establish, operate, and maintain an out-patient dialysis facility on a non-profit basis; and to improve the treatment and advance the cure of diseases of the kidneys directly or indirectly through grants or contributions to other organizations exempt from Federal income tax as described in Section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

B. To receive contributions or donations of property, real, personal and mixed, and to apply the same to the tax exempt purposes of the corporation.

C. To exercise all powers and to do and perform all acts and things as are lawful for corporations organized and established under Chapter 617, Florida Statutes, and for organizations established exclusively for charitable, religious, scientific,

literary or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended or successor provision of law.

D. To provide that no part of the net earnings of the corporation shall inure to the benefit of any member, director, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no member, director, officer of the corporation, or any private individual shall be entitled to share in the distribution of any of the corporation assets on dissolution of the corporation. No part of the activities of the corporation shall be carrying on propaganda or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

E. To provide that in the event of dissolution of the corporation, the net assets after payment of debts, if any, shall be distributed only to such organization or organizations that enjoy exempt status in accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

F. To provide that, if, at any time, the corporation shall be a "private foundation" within the meaning of Section 509 of the Internal Revenue Code of 1954, as amended, the corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax law.

G. To provide that, if at any time, the corporation shall be a "private foundation" within the meaning of Section 509 of the Internal Revenue Code of 1954, as amended, the corporation shall not engage in any acts of self-dealing as defined in Section 4941(d)

of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

H. To provide that, if, at any time, the corporation shall be a "private foundation" within the meaning of Section 509 of the Internal Revenue Code of 1954, as amended, the corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

I. To provide that, if, at any time, the corporation shall be a "private foundation" within the meaning of Section 509 of the Internal Revenue Code of 1954, as amended, the corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

J. To provide that, if, at any time, the corporation shall be a "private foundation" within the meaning of Section 509 of the Internal Revenue Code of 1954, as amended, the corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE III

The qualification of members and the manner of their admission shall be determined under and pursuant to the by-laws of the corporation or by the directors of the corporation.

ARTICLE IV

The corporation shall have a perpetual existence.

ARTICLE V

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Mr. Hoyette Hudson	Post Office Box 727 Oviedo, Florida
Mr. MacDonell Tyre	Sun Bank at Orlando 200 South Orange Avenue Orlando, Florida
Mr. Al Arcady	Ernst and Ernst 332 North Magnolia Avenue Orlando, Florida
Mr. James D. Mapp, Jr.	1950 Lee Road, Suite 111 Winter Park, Florida

ARTICLE VI

The affairs of the corporation shall be managed by a Board of Directors consisting of not fewer than three directors elected by the members of the corporation in the manner provided for in the By-Laws of the corporation. The qualifications of the directors together with their terms of office, manner of election, removal, change of number, filling of vacancies, and of newly created directorships, powers, duties, and liabilities shall, except as otherwise provided in these Articles or by the laws of the State of Florida, be as prescribed in the By-Laws.

The names and post office addresses and terms of office of the persons who shall serve as directors until their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Hoyette Hudson	P. O. Box 727, Oviedo, Florida	May, 1974
MacDonnel Tyre	Sun Bank at Orlando, 200 S. Orange Avenue, Orlando, Florida	May, 1974
Al Arcady	Ernst & Ernst, 332 N. Magnolia Ave., Orlando, Florida	May, 1974

ARTICLE VI

The principal officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors in accordance with the By-Laws of the corporation. No two offices may be held by the same person. The Board of Directors may appoint an Assistant Secretary, and Assistant Treasurer, and such other officers as in their judgment may be necessary.

The names and addresses of persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President:	Royette Hudson	Post Office Box 727 Oviedo, Florida
Vice President:	MacDonell Tyre	Sun Bank at Orlando 200 South Orange Avenue Orlando, Florida
Secretary:	James D. Mapp, Jr.	1950 Lee Road, Suite 111 Winter Park, Florida
Treasurer:	Al Arcady	Ernst and Ernst 332 North Magnolia Ave. Orlando, Florida

At the first meeting of the Board of Directors, officers shall be elected by the Board to serve until the first annual meeting of the Board of Directors; thereafter, the officers shall be elected by the Board of Directors at its annual meeting and, unless sooner removed by the Board, shall serve a term of one (1) year and until their successors are elected and qualified.

ARTICLE VIII

The By-Laws of the corporation shall be initially made and adopted by the Directors of the corporation and shall thereafter be altered, amended or repealed by the Board of Directors or by the members of the corporation as provided in the By-Laws of the corporation.

ARTICLE IX

Every amendment to the Articles of Incorporation shall be approved by a unanimous vote of the Board of Directors, proposed by the Board of Directors to the members and approved at a members' meeting by a majority of the members entitled to vote thereon, unless all the directors and all of the members entitled to vote sign a statement in writing manifesting their intention that a certain amendment to these Articles of Incorporation be made. Upon an amendment to the Articles of Incorporation being adopted, the amendment shall be filed with the Secretary of State in the manner provided by law.

ARTICLE X

No part of the net earnings of this corporation shall be distributed to, or inure to the benefits of any member, director or officer of this corporation, contributor or private individual. In the event of dissolution, winding up, or other liquidation of the assets of this corporation, its assets shall be distributed to non-profit and charitable corporations or institutions which have qualified for exemption under Section 501 (c)(3) of the Internal Revenue Code, as may be designated by the directors, to be used for purposes similar to those of this corporation.

ARTICLE XI

In furtherance and not in limitation of the general powers conferred by the laws of the State of Florida, the Board of Directors is expressly authorized to designate, by appropriate By-Laws, or by resolutions passed by a majority of the whole membership of the Board, two or more of its number, to constitute a committee or committees, with such name or names as may be stated in the By-Laws or as may be determined from time to time by resolution of the Board of Directors, which committee or committees, to the extent provided in such resolution or resolutions or in the By-Laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the work and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it.

ARTICLE XII

Any present or future director or officer of the corporation and any present or future director or officer of any other corporation serving as such at the request of the corporation because of the corporation's interest in such other corporation, or the legal representative of any such director or officer, shall be indemnified by the corporation against reasonable costs, expenses (exclusive of any amount paid to the corporation in settlement) and counsel fees paid or incurred in connection with any action, suit or proceeding to which any such director or officer or his legal representative may be made party by reason of his being or having been such director or officer; provided, (1) said action, suit or proceeding shall be prosecuted against such director or officer or against his legal representative to final determination, and it shall not be finally adjudged in said action, suit or proceeding that he had been derelict in the performance of his duties as such director or officer; or (2) said action, suit or proceeding shall be settled or otherwise terminated as against such director or officer or his legal representative without a final determination on the merits, and it shall be determined by the Board of Directors or in such other manner as may be provided in the By-Laws that said director or officer had not in any substantial way been derelict in the performance of his duties as charged in such action, suit or proceeding. The privilege and power conferred by this Article shall be in addition to and not in restriction or limitation of any other privilege or power which a corporation of the State of Florida may have with respect to the indemnification or reimbursement of directors or officers.

IN WITNESS WHEREOF, we, the undersigned, do
subscribe and acknowledge this Certificate of Incorporation
and accordingly have hereunto set our hands and seals this 22
day of May, 1973.

Hoyette Hudson
President: Hoyette Hudson

MacDonall Tyre
Vice President: MacDonall Tyre

James D. Mapp, Jr.
Secretary: James D. Mapp, Jr.

Al Arcady
Treasurer: Al Arcady

STATE OF FLORIDA:

COUNTY OF

I HEREBY CERTIFY that on this day, before me, a
Notary Public duly authorized to take acknowledgements, personally
appeared Hoyette Hudson, MacDonall Tyre, James D. Mapp, Jr., and
Al Arcady to me known to be
the persons described in the foregoing Certificate of Incorporation,
as subscribers, and who executed said Certificate and acknowledged
before me that they subscribed to same.

WITNESS my hand and official seal this 22nd day of
May, 1973.

Dawn N. Steele
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 1, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes,
the following is submitted, in compliance with said Act:

FIRST, that CENTRAL FLORIDA KIDNEY CENTER, INC.,
desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the Articles of
Incorporation at City of Orlando, County of Orange, State of
Florida, has named JAMES D. MAPP, JR., located at Suite 111,
1950 Lee Road, City of Winter Park, County of Orange, State of
Florida, as its agent to accept service of process within this
State.

Having been named to accept service of process
for the above stated corporation, at place designated in this
Certificate, I hereby accept to act in this capacity, and agree
to comply with the provision of said Act relative to keeping
open said office.

James D. Mapp, Jr.
James D. Mapp, Jr.

ARTICLES OF AMENDMENT

I, JOHN M. NABERS, Secretary of CENTRAL FLORIDA KIDNEY CENTER, INC., a Florida not-for-profit corporation, do hereby certify that the following is a true and correct copy of action taken by written consent without a meeting by the members and directors of the above-referenced corporation/ ^{on December 18, 1986,} pursuant to the provisions of Section 617.016 and Section 607.017(3), Florida Statutes:

RESOLVED, that Article XII of the Articles of Incorporation of CENTRAL FLORIDA KIDNEY CENTER, INC., be and the same is hereby amended as follows:

Article XII

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, including any appeal thereof, except to the extent that he is guilty of gross negligence or willful misconduct. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person is guilty of gross negligence or willful misconduct.

(b) To the extent that any person referred to in (a), above, has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to therein or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, including fees for appellate services rendered.

(c) Any failure to indemnify under (a), above, shall be made by the corporation only upon a determination that indemnification of the director, officer, employee, or agent is not proper in the circumstances because he has not met the applicable standard of conduct set forth therein. Such determination shall be made by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding.

or, if such a quorum is not available, by the members of the corporation by a majority vote of a quorum consisting of members who were not parties to such action, suit, or proceeding.

(d) Indemnification as provided in this Article shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(e) Expenses (including attorney's fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding upon a preliminary determination following one of the procedures set forth in (c), above, that the director, officer, employee, or agent met the applicable standard of conduct and upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it is ultimately determined that he is not entitled to be indemnified by the corporation as authorized in this Article.


(f) The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify him against such liability under the provisions of this article.

DATED this 18 day of December, 1986.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18 day of December, 1986.


Secretary

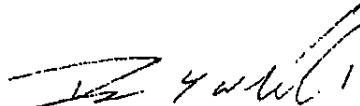
SWORN TO AND SUBSCRIBED before
me this 18 day of December,
1986.


Notary Public

My Commission Expires:
1/020 2/18/88

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, an officer duly authorized in the State
and County aforesaid to administer oaths, personally ap-
peared BRUCE WILLIAMS, who being duly sworn deposes and
says that he is the President of CENTRAL FLORIDA KIDNEY
CENTER, INC., a Florida not-for-profit corporation, having
its principal office in Orlando, Florida, and that he has
read the foregoing Certificate of Amendment and that the
same is true.


Bruce Williams

Sworn to and subscribed before
me this 27 day of February,
1987.


Notary Public
My Commission expires:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CENTRAL FLORIDA KIDNEY CENTER, INC.

FILED
98 FEB - 6 PM 12:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1007 of the Florida Statutes, the following constitutes the Amended and Restated Articles of Incorporation of Central Florida Kidney Center, Inc. (the "Corporation"):

Section 1 - Name and Background

Central Florida Kidney Center, Inc. is a corporation not for profit organized and existing under the laws of the State of Florida. The Certificate of Incorporation of Central Florida Kidney Center, Inc. was filed with the State of Florida, Department of State, on June 1, 1973.

Section 2 - Adoption and Text of Amended and Restated Articles of Incorporation

Pursuant to the provisions of Section 617.1007(3), Florida Statutes, the Corporation hereby certifies the following:

A. The Corporation does not have members. On September 30, 1997, the Board of Directors of the Corporation unanimously approved the amendment and restatement of the Articles of Incorporation of the Corporation.

B. The following constitutes the duly adopted restated Articles of Incorporation of the Corporation and supersedes the original Articles of Incorporation and all amendments thereto:

"ARTICLE I - NAME OF CORPORATION

The name of the Corporation shall be Central Florida Kidney Centers, Inc.

ARTICLE II - STREET ADDRESS AND MAILING ADDRESS OF PRINCIPAL OFFICE

The street address and mailing address of the principal office of the Corporation is 105 Bonnie Loch Court, Orlando, Florida 32806-2980.

ARTICLE III - PURPOSES AND POWERS OF THE CORPORATION

A. The Corporation is organized exclusively for religious, charitable, scientific, literary and educational purposes, including, for all such purposes, making distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or such corresponding section of any future federal tax code (hereinafter referred to as the "Code"). To the extent consistent with the preceding sentence and permissible under Florida law, the purposes of the Corporation shall include, but shall not be limited to (i) establishing, operating and maintaining one or more out-patient dialysis facilities, (ii) improving the treatment and advancing the cure of diseases of the kidneys, and (iii) making distributions and grants to exempt organizations for medical, educational and other charitable and exempt purposes (whether or not directly or indirectly related to the treatment and advancement of the cure of diseases of the kidneys).

B. The Corporation shall be authorized to carry out any and all acts and to exercise any and all corporate powers which may now or hereafter be lawful under the laws of the State of Florida to the extent applicable to corporations not for profit and that are not inconsistent with these Articles of Incorporation.

C. Notwithstanding anything contained in these Articles of Incorporation to the contrary, the following provisions shall apply:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the Corporation and to make payments and distributions in furtherance of the purposes set forth in this Article III.

2. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in any political campaign (including publishing or distributing statements) on behalf of or in opposition to any candidate for public office.

3. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

4. If the Corporation is, or shall ever be, classified as a "private foundation", as defined in Section 509(a) of the Code, the following provisions shall apply for so long as it remains a private foundation:

(i) The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Code.

(ii) The Corporation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.

(iii) The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Code.

(iv) The Corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Code.

(v) The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE IV - DIRECTORS AND OFFICERS

The Board of Directors of the Corporation shall be elected as provided in the Bylaws. The Board of Directors shall at all times consist of at least three (3) persons.

The principal officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors in accordance with the Bylaws of the Corporation.

ARTICLE V - REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Corporation is 105 Bonnie Loch Court, Orlando, Florida 32806-2980. The name of the registered agent of the Corporation at that address is Maureen Michael. The Board of Directors may from time to time designate a new registered office and registered agent.

ARTICLE VI - INDEMNIFICATION

The Corporation shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted by law.

ARTICLE VII - AMENDMENT TO ARTICLES OF INCORPORATION

The Articles of Incorporation may be amended, repealed or altered, in whole or in part, by a vote of a majority of the Board of Directors.

ARTICLE VIII - DISSOLUTION OF CORPORATION

Upon the dissolution of the Corporation and after the payment or provision for the payment of all of the liabilities of the Corporation, all of the assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. In no event, however, may the assets to be disposed of be distributed to or for the benefit of any member, director, trustee, officer or other private person, other than as reasonable payment for services rendered by such person."

Section 3 - Effective Date of Amendment

The effective date of the Amended and Restated Articles of Incorporation of the Corporation set forth herein shall be as of the date of filing these Amended and Restated Articles of Incorporation with the Department of State, State of Florida, as evidenced by the Department of State's date and time endorsement.

Dated this 30th day of September, 1997.

CENTRAL FLORIDA KIDNEY CENTERS, INC.

By: Mansun Michael

Attest:

Laketa Scott
Secretary

CERTIFICATE OF DESIGNATION

REGISTERED AGENT/REGISTERED OFFICE

The undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is Central Florida Kidney Centers, Inc.
2. The name and address of the registered agent and office is Maureen Michael, 105 Bonnie Loch Court, Orlando, Florida 32806-2980.

DATED September 30, 1997.

By: *Robert G. Frost*

ACCEPTANCE

Having been named as registered agent and to accept service of process for the above corporation at the place designated in this Certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties and I am familiar with and accept the obligations of my position as registered agent.

DATED September 30, 1997.

Maureen Michael
Maureen Michael

EXHIBIT 2.2
SURVIVING COMPANY'S BYLAWS

**AMENDED AND RESTATED BYLAWS
of
CENTRAL FLORIDA KIDNEY CENTER, INC.**

**(Last Amended and Restated: 9-30-97; Last Revision: 9-30-97; Last Revision: 10-29-13)
(Last Revision: 6-2-14)**

ARTICLE I

NAME, SEAL, OFFICES and PURPOSE

1. **Name.** The name of this Corporation is CENTRAL FLORIDA KIDNEY CENTERS, INC. (Amended 9-30-97)

2. **Seal.** The seal of the Corporation shall be circular in form and shall bear on its outer edge the words "CENTRAL FLORIDA KIDNEY CENTERS, INC." and in the center the words and figures "Incorporated in 1973 Florida." The Board of Directors may change the form of the seal or the inscription thereon at its discretion. (Amended 9-30-97)

3. **Offices.** The principal office of the Corporation shall be in the County of Orange, City of Orlando, Florida. The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the purposes of the Corporation may require.

4. **Purpose.**

A. The Corporation is organized exclusively for religious, charitable, scientific, literary and educational purposes, including, for all such purposes, making distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or such corresponding section of any future federal tax code (hereinafter referred to as the "Code"). To the extent consistent with the preceding sentence and permissible under Florida law, the purposes of the Corporation shall include, but shall not be limited to (i) establishing, operating and maintaining one or more out-patient dialysis facilities, (ii) improving the treatment and advancing the cure of diseases of the kidneys, and (iii) making distributions and grants to exempt organizations for medical, educational and other charitable and exempt purposes (whether or not directly or indirectly related to the treatment and advancement of the cure of diseases of the kidneys).

B. The Corporation shall be authorized to carry out any and all acts and to exercise any and all corporate powers which may now or hereafter be lawful under the laws of the State of Florida to the extent applicable to corporations not for profit and that are not inconsistent with these Articles of Incorporation.

C. Notwithstanding anything contained in these Articles of Incorporation to the contrary, the following provisions shall apply:

D. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the Corporation and to make payments and distributions in furtherance of the purposes set forth in this Article III.

E. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in any political campaign (including publishing or distributing statements) on behalf of or in opposition to any candidate for public office.

F. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

G. If the Corporation is, or shall ever be, classified as a "private foundation", as defined in Section 509(a) of the Code, the following provisions shall apply for so long as it remains a private foundation:

(i) The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Code.

(ii) The Corporation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.

(iii) The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Code,

(iv) The Corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Code.

(v) The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Code. (Amended 10-29-13)

ARTICLE II

MEMBERS

The Corporation shall have as initial members those persons named as Subscribers in the Articles of Incorporation. Their respective terms of service shall be governed by operation of the Bylaws as hereinafter provided. Thereafter, the Members of the Corporation shall be the Directors and the Directors shall be the Members.

ARTICLE III

DIRECTORS

1. **Election.** The business and property of the Corporation shall be managed and controlled by a Board of Directors, one-third of whom shall be elected annually at the Annual Meeting or at a special meeting called for that purpose. The President shall appoint from among the Directors a nominating committee which shall nominate candidates for election as Directors and Officers of the Corporation. Nominations for Directors and Officers may also be made from the floor. The election shall be by voice (unless a majority of the members present vote for secret ballot) and by a plurality of the votes cast.

2. **Number.** The number of Directors of the Corporation shall be no less than six nor more than 15, but such number may be increased or decreased by amendment to these Bylaws in the manner set forth in Article XI hereof. The exact number of Directors shall be determined by the Directors at the time of the election of Directors. Any decrease in the number of Directors shall not cause the term of office of any Director then in office to expire, but each Director in office shall continue to serve until the term for which such Director was elected shall expire or until such Director's resignation. (Amended 10-29-13). (Amended 6-2-114)

3. **Term of Office.** The term of each Director shall be for a period of three (3) years. Upon the expiration of the term of a Director, the Director shall continue to serve until the Director's successor is duly elected and qualified or until the Director's earlier resignation, removal from office or death. Upon increasing and decreasing the number of Directors from time to time as provided above, the Directors may set staggered initial terms of new Directors (i.e., less than three years) in order to accommodate to the extent possible the future election of one-third of the Directors each year. (Amended 10-29-13). (Amended 6-2-14).

4. **Resignation.** Any Director may resign at any time by giving written notice of such resignation to the Board of Directors or its chairman or to the Corporation.

5. **Removal.** The Board of Directors may remove any Director with or without cause by the affirmative vote of two-thirds of all the directors (excluding the Director sought to be removed) at any regular or special meeting called for that purpose whenever, in its judgment, the best interests of the Corporation shall be served by such removal. (Amended 10-29-13)

6. **Vacancies.** Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, may be filled for the unexpired portion of the term by the directors then serving, although less than a quorum, by affirmative vote of the majority thereof. Any Director so elected by the Board of Directors shall hold office for the remainder of the unexpired term or until the election and qualification of his or her successor. (Amended 10-29-13)

7. **Annual Meetings.** An Annual Meeting of the directors for the transaction of such business as may come before the meeting, shall be held promptly after the prior year's audited financial statements are available for review by the directors, but in no event later than

the month of November of each year. Notice of the Annual Meeting, designating the date, time and place thereof, shall be provided to each Director by writing, telephone, facsimile, e-mail or other electronic delivery, or personally, not less than two (2) days before such meeting; provided, however, that if such notice fails to designate a place for the meeting it shall be deemed to be the principal place of business of the Corporation. Attendance of a Director at a meeting, either in person or by proxy, constitutes waiver of notice. (Amended 10-29-13)

8. **Regular Meetings.** Regular meetings of the Board of Directors may be held quarterly or at such time and place as shall be determined by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, facsimile or telegraph, at least two (2) days prior to the dates selected for such meetings.

9. **Special Meetings.** Special meetings of the Board of Directors may be called by the President or Vice President and must be called by either of them on the written request of one-third of the Directors. Not less than two (2) days' notice of the meeting shall be given personally or by mail, telephone, facsimile or telegraph, which notice shall state the time, date and place of such meetings.

10. **Waiver of Notice.** Any Director may waive notice of the meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting.

11. **Chairman.** At all meetings of the Board of Directors, the President or Vice President, or in their absence a chairman chosen by the directors present, shall preside.

12. **Quorum.** At any meeting of the Board of Directors, a majority of the entire Board of Directors shall be necessary to constitute a quorum for all purposes, except as otherwise provided by law, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If at any meeting there is less than a quorum present, a majority of those Directors present in person or by proxy may vote to adjourn the meeting to another time and place, and it shall not be necessary to give any notice of the adjourned meeting if the time and place of the adjourned meeting are announced at the time of adjournment. At any adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the meeting for which notice was originally served.

13. **Attendance at Meetings.** Any Director who fails to attend at least fifty percent (50%) of the regular Board meetings held in any twelve month period, or who misses three (3) consecutive regular Board of Director meetings, shall automatically cease to be a Board member, unless the absences have been excused prior to such meetings. A Director may, however, request the Board's prior approval of one or more absences, which may be granted or denied at the discretion of the Board. A Director removed from the Board pursuant to this provision may apply to the Board for reappointment. (Amended 10-29-13)

14. **Action Without a Meeting.** Any action required or permitted by the Articles of Incorporation, these Bylaws or applicable law to be taken at a Board of Directors meeting or a committee meeting, may be taken without a meeting if the action is taken by all members of the Board of Directors or of

such committee. Such action must be evidenced by one or more written consents describing the action taken and signed by each - Director or committee member. Any action taken under this paragraph shall be effective when the last Director or committee member signs the consent, unless the consent specifies a different effective date. A consent signed under this paragraph has the same effect as a meeting vote and may be described as such in any document. (Amended 10-29-13)

15. **Compensation.** Directors shall not receive any salary or other compensation for their services as directors. However, the directors shall be reimbursed for any reasonable out-of-pocket expenses incurred in furtherance of their duties as directors of the Corporation. The Board of Directors shall have the power, at its sole discretion, to contract with directors for their services other than as directors and to pay them reasonable compensation for such services appropriate to the value of such service. (Amended 9-30-97)

16. **Powers.** All the corporate powers, except such as are otherwise provided for in these Bylaws and in the laws of the State of Florida, shall be and are hereby vested in and shall be exercised by the Board of Directors. The Board of Directors may by general resolution designate from among its members an executive committee of the Board and other committees. The Board of Directors may delegate to any such committee any of the authority of the Board except as prohibited by law or the provisions of these Bylaws. Each such committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board.

17. **Duties.**

A. The business and property of the Corporation shall be managed and controlled by the Board of Directors.

B. The Board of Directors shall present at the Annual Meeting an annual report, verified by the President and Treasurer or by a majority of the Directors, showing in appropriate detail the following: (i) the assets and liabilities, including trust funds, of the Corporation as of the end of the fiscal year; (ii) the principal changes in assets and liabilities, including trust funds, during the year, immediately preceding the date of the report; (iii) the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report; (iv) the expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report; (v) the numbers of Directors of the Corporation as of the date of the report, together with a statement of increase or decrease in such number during the year immediately preceding the date of the report, and a statement of the place where the names and addresses of the current Directors may be found. The annual report of Directors shall be filed with the records of the Corporation and an abstract thereof entered in the minutes of the proceedings of the Annual Meeting of Directors.

C. A Director shall discharge such Director's duties as a Director, including such Director's duties as a member of any committee of the Board of Directors on which such Director may serve, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner such Director reasonably believes to be in the best interests of the Corporation.

D. In performing such Director's duties, a Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by:

(i) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(ii) legal counsel, public accountants or other persons as to matters the Director reasonably believes are in such person's professional or expert competence; or

(iii) a committee of the Board of Directors of which such Director is not a member if the Director reasonably believes such committee merits confidence.

E. A Director shall not be deemed to be acting in good faith if such Director has knowledge concerning the matter in question that makes reliance on the information, opinions, reports or statements, including financial statements and other financial data, of others, as described herein, unwarranted.

F. A Director shall not be liable for any action taken as a Director, or any failure to take any action, if such Director has performed the duties of such Director's office in compliance with the provisions herein." (Amended 9-30-97)

18. **Medical Director.** The Board of Directors shall be expressly authorized to hire a Medical Director (the "Medical Director") to serve at the pleasure of the Board of Directors and to attend its meetings and submit reports as the Board may request from time to time. The Medical Director's attendance at and participation in the Board's meetings shall be at the option, pleasure and discretion of the Board. However, the Board may, in its sole, discretion, elect the Medical Director as a Special Member of the Board at any time and for such times as the Board may determine.

19. **Executive Director or Chief Executive Officer.** The Board of Directors shall be expressly authorized to hire an Executive Director (the "Executive Director") to serve at the pleasure of the Board of Directors and to attend its meetings and submit reports as the Board may request from time to time.

A. The Executive Director shall be the chief executive officer of the Corporation; shall, subject to the powers of the Board of Directors, have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees; and shall see that all orders and resolutions of the President and Board of Directors are carried into effect.

B. The Executive Director or chief executive officer shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

C. The Executive Director or chief executive officer shall have the authority and sole discretion to make capital expenditures of not more than Twenty Thousand and No/100

Dollars (\$20,000.00) per item. The Executive Director or chief executive officer shall have the authority to sign corporation checks in his or her capacity as Executive Director or chief executive officer in an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) for the payment of invoices for goods supplied and services performed for or on behalf of the Corporation, provided, however, that the Executive Director or chief executive officer may exceed such \$50,000.00 limitation for make transfers for payroll and for Federal and state payroll tax and withholding and deposit.

D. The Executive Director or chief executive officer shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or as may be provided in these Bylaws. (Amended 10-29-13)

ARTICLE IV

OFFICERS

1. **Number.** The officers of the Corporation shall be the President, Vice President, Secretary, Treasurer and such other officers with such powers and duties not inconsistent with these Bylaws as may be appointed and determined by the Board of Directors.

2. **Election, Term of Office and Qualifications.** The President, Vice President, Secretary and Treasurer shall be elected annually by the Directors at the Annual Meeting or at a special meeting called for that purpose. The term of each office shall commence with the Corporation's Annual Meeting.

3. **Vacancies.** In case any office of the Corporation becomes vacant by death, resignation, retirement, disqualification or any other cause, the majority of the directors then in office, although less than a quorum, may elect an Officer to fill such vacancy, and the Officer so elected shall hold office and serve until the next Annual Meeting of the Board of Directors next following the election of such Officer or until the election and qualification of his or her successor. (Amended 10-29-13)

4. **Resignation.** Any Officer may resign at any time by giving written notice of such resignation to the Corporation.

5. **Removal.** The Board of Directors may remove any Officer with or without cause by the affirmative vote of two-thirds of all the directors (excluding the vote of the Officer sought to be removed) at any regular or special meeting called for that purpose whenever, in its judgment, the best interests of the Corporation shall be served by such removal. (Amended 10-29-13)

6. **President.** The President shall preside at all meetings of the Board of Directors. The President shall have and exercise general charge and supervision of the affairs of the Corporation and shall do and perform such other duties as may be assigned to the President by the Board of Directors, (Amended 10-29-13)

7. **Vice President.** At the request of the President, or in the event of the President's absence or disability, the Vice President shall perform the duties and possess and exercise the powers of the President; and, to the extent authorized by law, the Vice President shall have such powers as the Board of Directors may determine, and shall perform such other duties as may be assigned to Vice-President by the Board of Directors. (Amended 10-29-13)

8. **Secretary.** The Secretary shall have charge of such books, documents and papers as the Board of Directors may determine and shall attend and keep the minutes of all the meetings of the Board of Directors. The Secretary shall keep a record containing the names, alphabetically arranged, of all Directors of the Corporation, showing their places of residence, and such book shall be open for inspection as prescribed by law. The Secretary may sign with the President or Vice President, in the name and on behalf of the Corporation, any contracts or agreements authorized or ordered by the Board of Directors, and may affix the seal of the Corporation. The Secretary shall perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to the Secretary by the Board of Directors. (Amended 10-29-13)

9. **Treasurer.** The Treasurer shall review financial transactions of the Corporation and advise the Board of Directors and the Executive Director with respect to proposed financial transactions. The Treasurer shall serve as Chair of the Finance Committee and shall perform such other duties as may be assigned by the Board of Directors, subject to the control of the Board of Directors.

10. **Assistant Treasurer or Chief Financial Officer.** . The Assistant Treasurer shall be the chief financial officer of the Corporation; shall, subject to the powers of the President, Executive Director, and Board of Directors, have general charge of the financial affairs, books and records of the Corporation, and shall attend to the following:

A. The Assistant Treasurer or chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, and other matters customarily included in financial statements. The books of account shall be open to inspection by a Director at all reasonable times; and

B. The Assistant Treasurer or chief financial officer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the President, Executive Director, or Board of Directors; shall render to the President or Executive Director, whenever they request it, an account of the financial condition of the Corporation and of all his or her transactions as Assistant Treasurer or chief financial officer; and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

C. At the request of the Executive Director, or in the event of the Executive Director's absence or disability, the Assistant Treasurer or chief financial officer shall perform the duties and possess and exercise the powers of the Executive Director.

ARTICLE V

AGENTS AND REPRESENTATIVES

The Board of Directors may appoint such agents and representatives of the Corporation with such powers and to perform such acts or duties on behalf of the Corporation, as the Board of Directors may see fit, so far as may be consistent with these Bylaws, to the extent authorized or permitted by law.

ARTICLE VI

CONTRACTS, LOANS AND CHECKS

1. **Checks.** Except as otherwise provided herein, all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed in such manner as shall from time to time be authorized by resolution of the Board of Directors.

2. **Contracts.** The Board of Directors, except as otherwise provided herein, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and, unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit, or render it liable pecuniarily for any purpose or to any amount.

3. **Loans.** Except as otherwise provided herein, no loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in the name of the Corporation, unless authorized by resolution of the Board of Directors. Such authority may be general or limited to specified instances.

ARTICLE VII

COMMITTEES

1. **Executive Committee.** The Members of the Executive Committee (the "Committee") shall consist of the officers of the corporation who are members of the Corporation, the Immediate Past President of the Corporation if a member of the Corporation, and such other persons from among the Corporation's members as the Board of Directors may from time to time appoint. The Executive Director and the Medical Director may serve in an officio capacity, if members of the Corporation, at the sole discretion of the Board of Directors.

A. The Executive Committee shall have and exercise the powers and duties of the Board of Directors between its meetings. However, the Executive Committee shall not operate

to relieve the Board of Directors or any individual Director of any responsibility imposed upon it or them by law.

B. The Committee shall have as its Chairman the President of the Corporation; the Secretary of the Corporation shall serve as Secretary of the Committee; provided, however, such officers are members of the Corporation. If such officers are not members of the Corporation, the Committee shall elect a chairman and secretary from its members by majority vote of its members.

C. The members of the Executive Committee shall serve in this capacity coincident with their respective terms of office or until the next Annual Meeting, whichever is sooner. Any vacancy occurring in the Committee for any reason shall be automatically filled by the person succeeding to the duties of the previous incumbent of a member of the Corporation. Each such person shall serve for the remainder of his or her predecessor's term. (Amended 10-29-13)

2. **Advisory Committee.** The Board of Directors may appoint from its members, or from among such persons as the Board may see fit, one or more advisory committees and at any time may appoint additional members thereto. The members of any such committee shall serve at the pleasure of the Board of Directors. Such advisory committees shall advise and aid the officers of the Corporation in all matters designated by the Board of Directors. Each such committee may, subject to the approval of the Board of Directors, prescribe rules and regulations for the call and conduct of meetings of the committee and other matters relating to its procedures. The members of any advisory committee shall not receive any salary for their services.

3. **Endowments Advisory Committee.** The Board of Directors shall appoint an endowments advisory committee (the "Endowments Committee") to solicit, consider, review and investigate endowment requests and to submit recommendations to the Board of Directors for contributions to other eleemosynary institutions in the medical, health and educational fields. The Endowments Committee shall be comprised of Board members and, in the Board's sole discretion, other individuals from the Central Florida community. The exact number and composition of the Endowments Committee shall be left to the discretion of the Board of Directors. Members of the Endowments Committee shall serve at the pleasure of the Board of Directors without compensation.

4. **Finance Committee.** The President shall appoint a Finance Committee whose purpose is to assist the Board in overseeing the preparation and faithful execution of the Corporation's annually approved budgets; ensuring the integrity of the Corporation's financial statement; assist the Corporation in complying with legal and regulatory requirements; review the Corporation's independent auditors' qualifications and independence; and review the performance of the independent auditors.

A. The Finance Committee shall be comprised of at least three (3) but not more than five members of the Board of Directors, each of whom must be independent by virtue of: (i) not receiving compensation from the Corporation and (ii) being free of any relationship that, in the opinion of the Board, would interfere with his or her exercise of independent judgment. The

Treasurer by virtue of office will be a member of the Finance Committee and its chair. No Officer other than the Treasurer may serve on the Finance Committee.

B. The members of the Finance Committee, other than the Treasurer, will be appointed by the President with approval of the Board, and serve at the pleasure of the Board. The Board has the sole authority to remove Finance Committee members.

5. **Nominating Committee.** The President shall appoint a Nominating Committee to assist the President in ensuring the Corporation has qualified directors and qualified candidates to fill positions on the Board of Directors. The Nominating Committee shall, in consultation with the President, engage in identifying the Corporation's board and governance needs and identifying, qualifying and recruiting candidates to fill those needs. Prior to each annual meeting of directors, the Nominating Committee shall make nominations for the election of officers and directors by selecting one nominee for each Officer position and one nominee for each available Director position and shall report those nominations by written notification to the President at least ten (10) days prior to the annual meeting of directors.

6. **Other Committees.** Other committees may be designated from time to time by the President as otherwise provided for herein or by a resolution adopted by a majority of Directors present at a meeting at which a quorum is present.

7. **Removal of Committee Members.** Any member of a committee appointed or approved by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation shall be served by such removal.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall commence on July 1 of each year and end on June 30 of the following year.

ARTICLE IX

PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No Director, Officer or employee of or member of a committee of, or person connected with, the Corporation, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided that this shall not prevent the payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes, as determined by the Board of Directors; and no such person or persons shall be entitled to share in the distribution of any of the Corporate assets upon the dissolution of the Corporation. All Directors of the Corporation shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of

the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered and paid over, in such amounts as the Board of Directors may determine or as may be determined by a court of competent jurisdiction upon application of the Board of Directors, exclusively to charitable, religious, scientific, testing for public safety, literary or educational organizations which would then qualify under the provision of Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

ARTICLE X

INVESTMENTS

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a Director is or may hereafter be permitted by law to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under Section 503 or Section 507 of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

ARTICLE XI

AMENDMENTS

The Board of Directors shall have power to make, alter, amend and repeal the Bylaws of the Corporation by affirmative vote of a majority of the Board, provided, however, that the action is proposed at a regular or special meeting of the Board and adopted at a subsequent regular or special meeting, except as otherwise provided by law.

ARTICLE XII

EXEMPT ACTIVITIES

Notwithstanding any other provision of these Bylaws, no Director, Officer, employee or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter; be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as they now exist or as they may hereafter be amended.

ARTICLE XIII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

1. **Indemnification.** To the extent allowed by applicable law, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation, or otherwise as a result of such person's relationship with the Corporation, as a Director, trustee, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably by such person in connection with such action, suit, or proceeding; provided that no indemnification shall be provided for any person with respect to any matter as to which such person shall have been finally adjudicated in any action, suit, or proceeding not to have acted in good faith in the reasonable belief that such person's action was lawful. The determination regarding whether a person is entitled to indemnification may be made according to applicable law by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding. In addition, such determination may be made by majority vote of disinterested Directors whether or not constituting a quorum of the full Board of Directors.

2. **Expenses Incurred in Civil or Criminal Action.** Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors according to applicable law upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation as authorized in this section.

3. **Power to Purchase and Maintain Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation, or otherwise as a result of such person's relationship with the Corporation, as a Director, trustee, Officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise against: (i) any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, where the Corporation would have the power to indemnify such person against such liability under this Article; or (ii) any liability asserted in other instances if permitted by applicable law. If such insurance is purchased, the notices and disclosures required by applicable law regarding such insurance and any amount paid by the carrier under such insurance shall be made by the Corporation. (Amended 10-29-13)

ARTICLE IV

DISSOLUTION OF CORPORATION

Upon the dissolution of the Corporation and after the payment or provision for the payment of all of the liabilities of the Corporation, all of the assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. In no event, however, may the assets to be disposed of be distributed to or for the benefit of any member, Director, trustee, Officer or other private person, other than as reasonable payment for services rendered by such person. (Amended 10-29-13)

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EXHIBIT 2.3

SURVIVING COMPANY'S DIRECTORS AND OFFICERS

DIRECTOR	EXPIRATION OF TERM
Jo Anne Heine	2014
Kerry Kelly	2014
Katie Seymour	2014
Jerry Kassab	2015
Reig Simasek	2015
Dennis Buhring	2015
Goivanna Matthews	2015
Rawn Williams	2016
Tom Ball	2016
Kim Goehring	2106
Neil Newberg	2106
Dale Dettmer	2017*
Robert Ufferman	2016*
*Proposed Election	

EXHIBIT 4.1

4.1 CERTIFICATE OF MUTUAL REPRESENTATIONS AND WARRANTIES IN SUPPORT OF MERGER

CENTRAL FLORIDA KIDNEY CENTERS, INC. ("CFKC") AND MELBOURNE KIDNEY CENTER, INC. ("MKC") (CFKC and MKC also referred to herein collectively as the "Centers" and respectively and individually as the "Center") have entered into that certain Agreement and Plan of Merger (the "Plan") and as an inducement to the other to consummate and close the merger contemplated by the Plan and file Articles of Merger pursuant to the Plan, each Center separately and independent of the other Center, makes the following representations and warranties:

Each Center hereby states that the following representations and warranties made by it do not contain any untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements and information contained therein not misleading:

1 **Organization and Qualification.** The Center is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida.

2 **Authorization of Transaction.** The Center has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon the execution and delivery of this Agreement, the approval of each Center's Board of Directors, and upon filing of the Articles of Merger with the Florida Department of State, no other corporate proceedings on the part of a Center, nor consents, approvals, orders or authorizations of others will be necessary to authorize the consummation of the Merger.

3 **Non-contravention.** The Center's execution and delivery of this Agreement and the consummation of the Merger will not (a) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Center is subject or any provision of its articles of incorporation, by-laws, or other organizational documents, as applicable, or (b) result in a breach, default, acceleration of, or create in any person the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, or other instrument or arrangement to which the Center is a party or by which it is bound or to which any of its assets is subject.

4 **Books and Records.** The Center's books and records are complete and correct and have been maintained in accordance with good business practices and applicable legal requirements, and contain a true and complete record of all meetings or proceedings of the Board of Directors.

5 **Undisclosed Liabilities.** The Center has no liability (and to the knowledge of the Center, there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any liability), except for: (a) liabilities which are reflected in, reserved against or otherwise described in the Center's Most Recent Balance Sheet (including the notes thereto), and (b) liabilities which have arisen after the Center's Most Recent Fiscal Period

End in the ordinary course of business and which are not material, individually or in the aggregate.

6 **Employees.** With respect to its employees, the Center: (a) has no knowledge of any employees currently planning to terminate employment with it as a result of the Merger; (b) has not committed any unfair labor practice; (c) is not or has not been a party to any collective bargaining (or other similar) agreement, nor is any such agreement presently being negotiated; and (d) has no knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to its employees.

7 **Employee Benefits.** The Center has never maintained, contributed to, or been a party to, any Employee Benefit Plan (defined below) which is an employee pension benefit plan or employee welfare benefit plan, and with respect to each Employee Benefit Plan that the Center maintains or has ever maintained, or to which it contributes, has ever contributed, or ever has been required to contribute: (a) there have been no prohibited transactions; (b) no action, suit, proceeding, hearing, or investigation is pending or threatened (other than routine claims for benefits); (c) the plan (and each related trust, insurance contract, or fund) complies in form and in operation in all respects with the applicable requirements of ERISA, the Code, and other applicable laws; and (d) all required reports and descriptions (including annual reports, summary annual reports and summary plan descriptions) have been filed or distributed appropriately.

"Employee Benefit Plan" means any (i) nonqualified deferred compensation or retirement plan or arrangement (ii) tax-qualified defined contribution retirement plan or arrangement (iii) tax-qualified defined benefit retirement plan or arrangement or (iv) material fringe benefit plan or program.

8 **Transactions with Related Parties.** There is no (i) loan outstanding from or to it from or to any employee, officer, or director of the Center, (ii) agreement between it and any employee, officer, or director that is not reflected in the Center's Disclosure Schedule attached to the , or (iii) agreement requiring payments to be made with respect to any employee, officer or director of it as a result of the consummation of the Merger.

9 **Tax Matters.**

(a) The Center has timely filed all federal, state or local income, property, sales, use or other tax returns required to have been filed with any taxing authority by or on behalf of it. All such tax returns were correct and complete in all material respects. All taxes owed by the Center (whether or not shown on any filed tax return and whether or not yet due) have been paid, or, if such taxes are not yet due, the obligation to pay such taxes is set forth on the Center's Most Recent Financial Statements.

(b) The Center has withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other third party.

(c) To the knowledge of the Center, no basis exists for any authority to assess any additional taxes for any period for which tax returns have been filed. There is no dispute or claim concerning any tax liability of the Center claimed or raised by any authority in writing.

10 **Compliance with Laws.** The Center has complied in all material respects with all applicable Laws (as defined below), the violation of which could have a material adverse effect on the Center or on the ability of the Center to consummate the Merger, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against it alleging any failure so to comply. Without limiting the generality of the preceding sentence:

(a) The Center has obtained and been in compliance with all of the terms and conditions of all permits, licenses, and other authorizations which are required under, and has complied with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables which are contained in, all Environmental, Health, and Safety Laws.

(b) The Center has no material liability, and there are no known facts, circumstances or conditions that could result in material liability to it under any Environmental, Health, and Safety Laws, and it has not handled or disposed of any Hazardous Substance, arranged for the treatment or disposal of any Hazardous Substance, exposed any employee or other individual to any Hazardous Substance or condition, or owned or operated any property or facility in any manner that could form the basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any liability for any illness of or personal injury to any employee or other individual, for any reason under any Environmental, Health, and Safety Law.

(c) All properties and equipment owned by the Center are free of toxic mold, underground storage tanks, and Hazardous Substances.

“Laws” means: all laws, statutes, ordinances, rules, regulations, codes, injunctions, judgments, orders, and rulings thereunder) of federal, state, and local governments (and all agencies thereof), including, but not limited to; (i) Environmental, Health, and Safety Laws (defined below), (ii) the Health Insurance Portability and Accountability Act of 1996, as amended, and (iii) Medicare, Medicaid and other health care related laws and regulations.

“Environmental, Health, and Safety Laws” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), the Resource Conservation and Recovery Act of 1976 (“RCRA”), the Occupational Safety and Health Act of 1970 (“OSHA”), each as amended, and any other law, statute, ordinance or regulation pertaining to: (a) bio-medical waste, industrial hygiene, asbestos, petroleum and petroleum products (b) pollution or protection of the environment, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases of Hazardous Substances (defined below).

"Hazardous Substance" means any substance material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated classified or regulated under any Environmental Law.

11. **Litigation**. Except as noted below by CFKC, there are no pending or threatened action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, or local jurisdiction or before any arbitrator, against or relating to a Center, its properties or business, and each Center represents that it has no reasonable grounds to know of any basis for any such action, except that CFKC represents that it is a party to that certain EEOC dispute between CFKC and a current employee involving compensation dispute, which dispute has been disclosed by CFKC to MKC, and CFKC represents that the exposure of loss to CFKC with respect to such dispute is not material.

Acknowledged and agreed to by:

CENTRAL FLORIDA KIDNEY CENTERS, INC.

By: _____

MELBOURNE KIDNEY CENTER, INC.

By: _____

4.2 CFKC DISCLOSURE SCHEDULE

SCHEDULE 4.2.2 CFKC FINANCIAL STATEMENTS (See Due Diligence Folders for copies)

4.3 MKC DISCLOSURE SCHEDULE

SCHEDULE 4.3.2	MKC FINANCIAL STATEMENTS	ATTACHED
SCHEDULE 4.3.4	MKC REAL PROPERTY	ATTACHED
SCHEDULE 4.3.5	MKC INTELLECTUAL PROPERTY	ATTACHED
SCHEDULE 4.3.6	MKC TANGIBLE ASSETS	ATTACHED
SCHEDULE 4.3.7	MKC CONTRACTS	ATTACHED
SCHEDULE 4.3.8	MKC EMPLOYEES	ATTACHED
SCHEDULE 4.3.9	MKC EMPLOYEE BENEFITS	ATTACHED
SCHEDULE 4.3.10	MKC INSURANCE	ATTACHED
SCHEDULE 4.3.11	MKC LITIGATION	ATTACHED
SCHEDULE 4.3.12	MKC PERMITS, LICENSES, ASSESSMENTS, REPORTS, ETC.	ATTACHED

4.3.2 MKC DISCLOSURE SCHEDULE

MKC FINANCIAL STATEMENTS (See Due Diligence Folders for copies)

4.3.4 MKC DISCLOSURE SCHEDULE

MKC REAL PROPERTY:

A. Real Estate Owned:

PARCEL 1: 1400 Apollo BLVD. South, Melbourne, FL. 32901

From a concrete monument marking the Northeast corner of Tract "A", Replat of Plat of WOODLAWN PARK, according to the plat thereof as recorded in Plat Book 8, Page 3, Public Records of Brevard County, Florida, run S 0°18'00" E, a distance of 630.75 feet to the Point of Beginning of the herein described parcel; thence continue S 0°18'00" E, a distance of 192.0 feet; thence run N 89°47'19" W, a distance of 310.0 feet; thence run N 0°18'00" W, a distance of 192.0 feet; thence run S 89°47'19" E, a distance of 310.0 feet to the Point of Beginning.

PARCEL 2: 240 MedPlex Parkway, NE, Palm Bay, FL. 32907

Lots 1 and 2, PALM BAY MEDICAL OFFICE CENTER, according to the plat thereof as recorded in Plat Book 39, Page 5, Public Records of Brevard County, Florida, a replat of a portion of Florida Indian River Land Company Subdivision, as recorded in Plat Book 1, Page 164, Public Records of Brevard County, Florida.

B. Real Estate Leased: 14 Suntree PL Suite 102, Melbourne, FL 32940

Lease dated February 26, 2013 (effective as of March 1, 2013) by and between Dahlman Professional Center, L.C. ("Lessor") and North Melbourne Dialysis, Inc. ATTACHED

4.3.5 MKC DISCLOSURE SCHEDULE

MKC INTELLECTUAL PROPERTY:

1. License Agreement for Renal Management Software dated October 19, 2011, by and between Quantitative Medical Systems, Inc. and Melbourne Kidney Center, Inc.

4.3.6 MKC DISCLOSURE SCHEDULE























MKC TANGIBLE ASSETS

(See Due Diligence Folders for copies)





4.3.7 MKC DISCLOSURE SCHEDULE

MKC CONTRACTS

1. Vendor Service Contracts (See Due Diligence Folders for copies):

 QMS Contract 20111019.pdf	 MKC - Stericycle.pdf	 MKC - Rockwell Medical.pdf	 MKC - Myfluvaccine.pdf	 MKC - Minntech.pdf	 MKC - Merck.pdf
 MKC - Medivators.pdf	 MKC - INN Amerisource Bergen.pdf	 MKC - INN Amerisource Bergen t	 MKC - Hospira.pdf	 MKC - Fresenius.pdf	 MKC - Fresenius price increase.pdf
 MKC - Fresenius 1st amendment.pdf	 MKC - Fresenius 1.20.11.pdf	 MKC - Fresenius 1.5.11.pdf	 MKC - Contract general info.pdf	 MKC - Brighthouse.pdf	 MKC - ASD Healthcare.pdf
 MKC - ASAHI KASEI Medical.pdf	 Melbourne Kidney Center Inc - FMs - F	 Melbourne Kidney Center - Revised Quc	 BHN Contracts 201307111136.pdf		

2. Medical Director Agreements (See Due Diligence Folders for copies):

 MKC - MDA - HFMG Wayne Rodriguez.pdf	 MKC - MDA - HFMG Rhodes Kriete.pdf	 MKC - MDA - Health First Claus Peter Spie	 MKC - Patients by Doctor.pdf
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4.3.8 MKC DISCLOSURE SCHEDULE

MKC EMPLOYEES

(See Due Diligence Folders for copies)

4.3.9 MKC DISCLOSURE SCHEDULE

MKC EMPLOYEE BENEFITS (See Due Diligence Folders for copies)

1. Melbourne Kidney Center, Inc. Guardian Flexible Benefit Plan effective 10-1-09
(Plan Document, Summary Plan Description, and Benefit Package Options)
2. Employee Pension Benefit Plan
 - a. Summary Plan Description
 - b. Plan
 - c. Adoption Agreement
 - d. 2012 Form 8955-SSA (w/o Summary Reports)
2. SunTrust Bank Non-Standard Money Purchase Plan initial effective July 1, 1985.
3. NonERISA 403(b) Plan
4. Comparison Chart of MKC and CFKC Benefits
5. Employee Handbook (1/7/2014)

4.3.10 MKC DISCLOSURE SCHEDULE

MKC INSURANCE

(See Due Diligence Folders for copies):

1. Accord Certificate of Liability Insurance (General, Automobile, and Umbrella) dated 10-29-13.
2. OPTACOMP Workers' Compensation and Employers Liability Policy effective 3-26-13 to 3-26-14.

4.3.11 MKC DISCLOSURE SCHEDULE

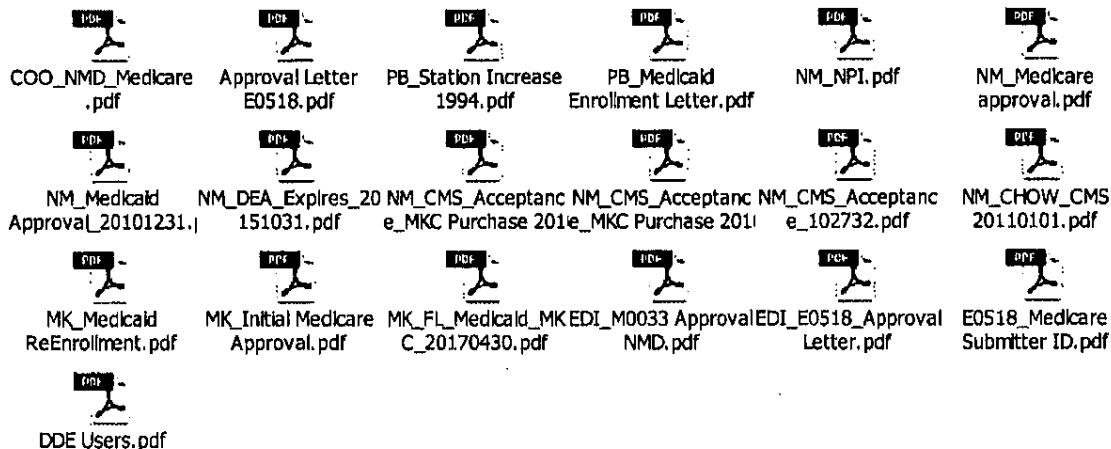
MKC LITIGATION

NONE





4.3.12 MKC DISCLOSURE SCHEDULE

MKC PERMITS, LICENSES, ASSESSMENTS, REPORTS, ETC. (See Due Diligence Folders for copies)












1. Internal Revenue Service 501(c) (3) determination letter of April 17, 1979.
2. Florida Department of Revenue Consumer Certificate of Exemption effective 12-31-13 to 12-31-18.
3. MKC Brevard County Business Tax Receipt effective 10-1-13 to 9-30-14
4. Palm Bay Kidney Center Fictitious Name Registration effective 12-17-12 to 12-31-17.
5. Palm Bay Brevard County Business tax Receipt effective 10-1-13 to 9-30-14.
6. Palm Bay City Business Tax Receipt.
7. North Melbourne Dialysis Fictitious Name Registration effective 12-22-10.
8. North Melbourne Dialysis Brevard County Business Tax Receipt effective 10-1-13 to 9-30-14.
9. Charitable Solicitation Authorization Letter dated July 15, 2013.
10. CMS Licensure




























11. BioMedical Licensure

   
 PB_Biomedical Waste Permit Exp 20140930 NM_Biomedical Waste Permit Exp 20140930 NM Stericycle Dept of Health Permit 20140930 MK_Biomedical Waste Permit Exp 20140930

12. Pharmacy, CLIA, DEA Licensure

     
 Rx_GWBrowning_Pharmacy Permitt Exp 20150228 PB_Deal Expres 20140131.pdf PB_CLIA_Walver_Exp 20140831.pdf NM_Pharmacy Permitt Exp 20150228 NM_Deal Expres 20150228
    
 NM_CLIA_Walver_Exp 20160115.pdf NM_CLIA_Walver_Exp 20140115.pdf MK_Pharmacy Permitt Exp 20150228 MK_Deal Expres 20140131.pdf MK_CLIA_Walver_Exp 20140831.pdf

13. MD Licensure

     
 MD_Yassa_Med License Exp 2011053 MD_Wanich Med License 2010.pdf MD_Spiles C Med License 2014.pdf MD_Spiles C MAG MOI 9.1.2012.pdf MD_Spiles C DEA 2015.pdf MD_Rodriguez Med License 2013.pdf
     
 MD_Rodriguez MAG MOI 9.1.2012.pdf MD_Rodriguez DEA 2014.pdf MD_Patel Med License Exp 2011013 MD_Kriete Med License 20160131.pdf MD_Kriete Med License 2014.pdf MD_Kriete MAG MOI 9.1.2012.pdf
     
 MD_Kriete DEA 2016.pdf MD_Kriete DEA 2013.pdf MD_Kourie Licenses 2011.pdf MD_Hofeldt Med License 2009.pdf MD_Gilbert Med License 2014.pdf MD_Gilbert MAG MOI 9.1.2013.pdf
     
 MD_Gilbert DEA 2014.pdf MD_Faldu Med License 2014.pdf MD_Faldu MAG MOI 9.1.2013.pdf MD_Faldu HRMC welcome ltr prov 9.23 MD_Faldu DEA 2014 Gateway.pdf MD_Ellery_Canlas CV.pdf

 MD_Canlas_License 20120131.pdf

6.1.2.1 CFKC CLOSING CERTIFICATE

CENTRAL FLORIDA KIDNEY CENTERS, INC. CLOSING CERTIFICATE

The undersigned, as _____ of the **CENTRAL FLORIDA KIDNEY CENTERS, INC.**, a Florida not-for-profit corporation (the "Corporation") as an inducement to **MELBOURNE KIDNEY CENTER, INC.** ("MKC") to consummate and close the merger contemplated by the parties' Agreement and Plan of Merger (the "Plan") and file Articles of Merger pursuant to the Plan (the "Merger"), does hereby certify that: to the undersigned's actual knowledge, following a reasonable investigation:

1. No Injunction or Proceedings. No action, suit, or proceeding is pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, or local jurisdiction, or before any arbitrator wherein an unfavorable injunction, judgment, order, decree or ruling that would, in the reasonable judgment of CFKC, (i) prevent consummation of the Merger, or (ii) cause the Merger to be rescinded following consummation.

2. No Material Adverse Effect. Since the date of the Plan, no event, act or effect has occurred that, individually or in the aggregate, has had, or is reasonably likely to have, a material adverse effect with respect to CFKC, or would cause any of CFKC's representations, warranties and disclosures set forth in the Plan to be untrue or materially inaccurate. Without limiting the generality of the foregoing, since the date of the CFKC's Most Recent Financial Statements furnished to MKC pursuant to the Plan, CFKC has not:

(a) accelerated, terminated, modified, or canceled any material agreement, contract, lease, or license to which it is a party or by which it is bound;

(c) experienced any material damage, destruction, or loss (whether or not covered by insurance) to its property;

(d) made any loan to, or entered into any other transaction with, any of its directors, officers, and employees;

(e) entered into any employment contract, written or oral, or modified the terms of any such existing contract or agreement;

(f) granted any increase in the base compensation of any of its directors, officers, employees, or medical directors;

(g) adopted, amended, modified, or terminated any bonus, profit-sharing, incentive, severance, or other Employee Benefit Plan;

(h) made any other change in employment terms for any of its directors, officers, and employees or in the terms of its agreements with medical directors or any other independent contractors;

3. Continuing Accuracy of Representations and Warranties. CFKC's representations, warranties and disclosures set forth in the Plan were true and correct as and when made and are true and correct as of the date hereof.

4. Compliance with Covenants and Obligations. CFKC has performed and complied in all material respects with all of its covenants and obligations to be performed by it under the Plan as of the date hereto.

Dated: June __, 2014

CENTRAL FLORIDA KIDNEY CENTERS, INC.

By: _____

6.1.2.2 MKC CLOSING CERTIFICATE

MELBOURNE KIDNEY CENTER, INC. CLOSING CERTIFICATE

The undersigned, as _____ of the **MELBOURNE KIDNEY CENTER, INC.**, a Florida not-for-profit corporation ("MKC") as an inducement to **CENTRAL FLORIDA KIDNEY CENTERS, INC.**, a Florida not-for-profit corporation ("CFKC") to consummate and close the merger contemplated by the parties' Agreement and Plan of Merger (the "Plan") and file Articles of Merger pursuant to the Plan (the "Merger"), does hereby certify that: to the undersigned's actual knowledge, following a reasonable investigation:

1. No Injunction or Proceedings. No action, suit, or proceeding is pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, or local jurisdiction, or before any arbitrator wherein an unfavorable injunction, judgment, order, decree or ruling that would, in the reasonable judgment of MKC, (i) prevent consummation of the Merger, or (ii) cause the Merger to be rescinded following consummation.

2. No Material Adverse Effect. Since the date of the Plan, no event, act or effect has occurred that, individually or in the aggregate, has had, or is reasonably likely to have, a material adverse effect with respect to MKC, or would cause any of MKC's representations, warranties and disclosures set forth in the Plan to be untrue or materially inaccurate. Without limiting the generality of the foregoing, since the date of the MKC's Most Recent Financial Statements furnished to MKC pursuant to the Plan, MKC has not:

(a) accelerated, terminated, modified, or canceled any material agreement, contract, lease, or license to which it is a party or by which it is bound;

(c) experienced any material damage, destruction, or loss (whether or not covered by insurance) to its property;

(d) made any loan to, or entered into any other transaction with, any of its directors, officers, and employees;

(e) entered into any employment contract, written or oral, or modified the terms of any such existing contract or agreement;

(f) granted any increase in the base compensation of any of its directors, officers, employees, or medical directors;

(g) adopted, amended, modified, or terminated any bonus, profit-sharing, incentive, severance, or other Employee Benefit Plan;

(h) made any other change in employment terms for any of its directors, officers, and employees or in the terms of its agreements with medical directors or any other independent contractors;

3. Continuing Accuracy of Representations and Warranties. MKC's representations, warranties and disclosures set forth in the Plan were true and correct as and when made and are true and correct as of the date hereof.

4. Compliance with Covenants and Obligations. MKC has performed and complied in all material respects with all of its covenants and obligations to be performed by it under the Plan as of the date hereto.

Dated: June __, 2014

MELBOURNE KIDNEY CENTER, INC.

By: _____

**6.1.2.3 CFKC SECRETARY'S CERTIFICATE OF INCUMBENCY
AND OF
GOVERNING DOCUMENTS**

The undersigned, as Secretary of the **CENTRAL FLORIDA KIDNEY CENTERS, INC.**, a Florida not-for-profit corporation (the "Corporation"), does hereby certify that:

1 The person named below has been duly elected and have duly qualified as an officer of the Corporation, holding the office set forth opposite his/her name below, and the signature set forth opposite her name below is her genuine signature.

NAME

TITLE

SIGNATURE

2. Attached hereto as **Exhibit A** is a true, correct and complete copy of the Articles of Incorporation of the Corporation as filed with the Secretary of State of Florida, together with any and all amendments thereto adopted through the date hereof.

3. Attached hereto as **Exhibit B** is a true, correct and complete copy of the Bylaws of the Corporation, incorporating any and all amendments thereto adopted through the date hereof.

4. Attached hereto as **Exhibit C** is State of Florida Department of State certificate of Good standing for the Corporation dated May 21, 2014.

Dated: June __, 2014

SECRETARY

**6.1.2.4 MKC SECRETARY'S CERTIFICATE OF INCUMBENCY
AND OF
GOVERNING DOCUMENTS**

The undersigned, as Secretary of **MELBOURNE KIDNEY CENTER, INC.**, a Florida not-for-profit corporation (the "Corporation"), does hereby certify that

1. The person named below has been duly elected and have duly qualified as an officer of the Corporation, holding the office set forth opposite his/her name below, and the signature set forth opposite her name below is her genuine signature.

NAME	TITLE	SIGNATURE
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2.

3. Attached hereto as **Exhibit A** is a true, correct and complete copy of the Articles of Incorporation of the Corporation as filed with the Secretary of State of Florida, together with any and all amendments thereto adopted through the date hereof.

4. Attached hereto as **Exhibit B** is a true, correct and complete copy of the Bylaws of the Corporation, incorporating any and all amendments thereto adopted through the date hereof.

5. Attached hereto as **Exhibit C** is State of Florida Department of State certificate of Good standing for the Corporation dated April 9, 2014 together with copies of the Corporation's Annual Reports for 2012, 2013, and 2014.

Dated: June __, 2014

SECRETARY