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MERGER OR SHARE EXCHANGE

TLC THE LASER CENTER (BOCA RATON) LIMITED PARTNERSHIP

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DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

TLC THE LASER CENTER (SOUTH FLORIDA) LIMITED PARTNERSHIP

INTO

TLC THE LASER CENTER (BOCA RATON) LIMITED PARTNERSHIP, a
Florida entity, A99000000478.

File date: May⁵ 5, 1999

Corporate Specialist: Cathy Mitchell

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ARTICLES OF MERGER OF
TLC THE LASER CENTER (SOUTH FLORIDA) LIMITED PARTNERSHIP
INTO
TLC THE LASER CENTER (BOCA RATON) LIMITED PARTNERSHIP

A96-192
A99-478

TO: Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

1. The undersigned partnerships have approved an Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, wherein TLC The Laser Center (South Florida) Limited Partnership, a Florida limited partnership (the "Merging Partnership"), will merge with and into TLC The Laser Center (Boca Raton) Limited Partnership, a Florida limited partnership (the "Surviving Partnership").
2. The Agreement and Plan of Merger was approved by the written consent of all of the general partners, and the written consent of the limited partners owning a majority of the outstanding limited partner interests in accordance with Section 620.202(1), Florida Statutes.
3. Pursuant to Section 620.202(2), Florida Statutes, TLC The Laser Center (Northeast) Inc. has consented to continue to be the general partner of the Surviving Partnership. A copy of such consent is attached hereto as Exhibit B.
4. The merger of the undersigned partnerships will become effective upon the filing of these Articles of Merger with the Department of State.

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[Signature Page Follows]

Prepared by: Jeffrey A. Yost, Esq.
Foley & Lardner
111 N Orange Avenue, Suite 1800
Orlando, FL 32801
Phone: 407/423-7656
Florida Bar No.: 0082155

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Dated: May 5, 1999.

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MERGING PARTNERSHIP:

**TLC THE LASER CENTER (SOUTH
FLORIDA) LIMITED PARTNERSHIP,**
a Florida limited partnership

TLC The Laser Center (Northeast) Inc.,
General Partner

By: Elizabeth A. Karmin
Name: Elizabeth A. Karmin
Title: Vice President

SURVIVING PARTNERSHIP:

**TLC THE LASER CENTER (BOCA
RATON) LIMITED PARTNERSHIP,**
a Florida limited partnership

TLC The Laser Center (Northeast) Inc.,
General Partner

By: Elizabeth A. Karmin
Name: Elizabeth A. Karmin
Title: Vice President

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EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
OF
TLC THE LASER CENTER (SOUTH FLORIDA) LIMITED PARTNERSHIP
INTO
TLC THE LASER CENTER (BOCA RATON) LIMITED PARTNERSHIP**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of the 1st day of March, 1999 by and between **TLC THE LASER CENTER (SOUTH FLORIDA) LIMITED PARTNERSHIP**, a Florida limited partnership (the "Merging Partnership") and **TLC THE LASER CENTER (BOCA RATON) LIMITED PARTNERSHIP**, a Florida limited partnership (the "Surviving Partnership").

RECITALS:

A. The Merging Partnership and the Surviving Partnership are Florida limited partnerships validly organized and existing under the laws of the State of Florida.

B. The general partners of the Merging Partnership and the Surviving Partnership have determined that the merger of the Merging Partnership with and into the Surviving Partnership would be advantageous and beneficial to each of the partnerships (the "Merger").

C. The general partners, and the holders of a majority of the outstanding interests held by the limited partners, of the Merging Partnership and the Surviving Partnership have consented to the Merger upon the terms and conditions and in the manner set forth in this Agreement in accordance with Chapter 620 of the Florida Statutes.

D. Where applicable, the terms and provisions of this Agreement shall be carried out as of the date of execution of this Agreement as set forth above (the "Execution Date"); however, the Merger shall not become effective until the filing of articles of merger with the Secretary of State of Florida (the "Effective Date").

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, the parties hereto agree as follows:

1. Recitals. All of the foregoing recitals are true and correct.
2. Merger. The parties shall cause the Merger to be consummated by filing articles of merger with the Secretary of State of Florida, in substantially the form attached hereto as Exhibit "A". On the Effective Date, in accordance with this Agreement and the laws of the State of Florida, (i) the Merging Partnership shall be merged with and into the Surviving Partnership, (ii) the separate existence of the Merging Partnership shall cease, and (iii) the Surviving Partnership shall continue with the same partnership name it possessed immediately prior to the Effective Date.

3. Effect of the Merger. On the Effective Date:

(a) The Surviving Partnership shall thereupon and thereafter possess all of the rights, privileges, immunities, franchises, and powers of the Merging Partnership, and all property, other than real property or any interest therein, belonging to the Merging Partnership shall be taken and deemed to be transferred to and vested in the Surviving Partnership without reversion or impairment;

(b) Upon the conveyance by the recordation of a deed, with the payment of any applicable taxes thereon, the Surviving Partnership shall thereupon and thereafter possess title to all real property of the Merging Partnership so conveyed;

(c) The Surviving Partnership shall thereupon and thereafter be responsible and liable for all liabilities and obligations of the Merging Partnership (including liabilities arising out of the rights of dissenters with respect to such Merger under applicable law), and any claim existing or action or proceeding pending by or against the Merging Partnership may be continued as if the Merger had not taken place, or the Surviving Partnership may be substituted in its place; and

(d) Neither the rights of creditors of the Merging Partnership nor any liens upon the property of the Merging Partnership shall be impaired by such Merger.

4. Affidavit and Certificate of Limited Partnership; Partnership Agreement. Upon the Effective Date, the Affidavit and Certificate of Limited Partnership and the Partnership Agreement of the Surviving Partnership shall remain the governing documents of the Surviving Partnership, as in effect immediately prior to the Effective Date, except as amended or restated to the extent provided in the Agreement or applicable law.

5. Conversion of Partnership Interests. By virtue of the Merger, each partnership interest in the Merging Partnership shall be converted as follows:

(a) General Partnership Interests. Upon the Effective Date, each unit of general partnership interest in the Merging Partnership shall be converted into a corresponding number of units of general partnership interest in the Surviving Partnership.

(b) Limited Partnership Interests. Upon the Effective Date:

(i) Limited Partners in the Merging Partnership holding twenty-five (25) or more units of limited partnership interest in the Merging Partnership shall have such interest converted into a corresponding number of units of limited partnership interest in the Surviving Partnership.

(ii) Limited Partners in the Merging Partnership holding less than twenty-five (25) units of limited partnership interest in the Merging Partnership shall surrender such interest and shall receive cash in the amount of \$1,000.00 per unit of surrendered limited partnership interest. Such interests surrendered by the Limited Partners shall be cancelled.

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6. Principal Office of Surviving Partnership. The principal office and mailing address of the Surviving Partnership shall be 6701 Democracy Boulevard, Suite 200, Bethesda, Maryland 20817.

7. Name and Mailing Address of General Partner. The name and mailing address of the general partner of the Surviving Partnership is:

TLC The Laser Center (Northeast) Inc.
6701 Democracy Boulevard, Suite 200
Bethesda, Maryland 20817

8. Counterparts. This Agreement may be executed in one or more counterparts, each bearing the signatures of one or more partners. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document.

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SURVIVING PARTNERSHIP:

**TLC THE LASER CENTER (BOCA
RATON) LIMITED PARTNERSHIP,**
a Florida limited partnership

**TLC THE LASER CENTER (NORTHEAST)
INC., General Partner**

By: Elizabeth A. Karmin
Name: Elizabeth A. Karmin
Title: Vice Pres.

**TLC THE LASER CENTER (NORTHEAST)
INC., Limited Partner**

By: Elizabeth A. Karmin
Name: Elizabeth A. Karmin
Title: Vice President

**TLC THE LASER CENTER (DELAWARE)
INC., Limited Partner**

By: Elizabeth A. Karmin
Name: Elizabeth A. Karmin
Title: Vice President

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ACCEPTANCE OF APPOINTMENT

Pursuant to Section 620.202(2)(a), Florida Statutes, **TLC THE LASER CENTER (NORTHEAST) INC.**, a Maryland corporation, acknowledges and accepts its appointment as the general partner of **TLC THE LASER CENTER (BOCA RATON) LIMITED PARTNERSHIP**, a Florida limited partnership, and agrees to act in that capacity and to comply with the provisions of Chapter 620 of the Florida Statutes.

**TLC The Laser Center (Northeast), Inc.,
General Partner of TLC The Laser
Center (Boca Raton) Limited
Partnership, a Florida limited partnership**

Date: March 19, 1999

By: Elizabeth A. Karmm
Name: Elizabeth A. Karmm
Title: Vice Pres

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