

Division of Corporations

F08539

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H04000020955 3))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
 Fax Number : (850) 205-0380

From: Account Name : SMITH HULSEY & BOSEY
 Account Number : 075030000653
 Phone : (904) 359-7008
 Fax Number : (904) 359-7712

04 JAN 29 PM 3:06
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

PAVILION HEALTH SERVICES, INC.

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$70.00

RECEIVED
04 JAN 29 PM 2:51
DIVISION OF CORPORATIONS

Electronic Filing Menu

Corporate Filing

Public Access Help

FILED
04 JAN 29 PH 3:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H04000020955 3

ARTICLES OF MERGER
of
BAPTIST PHYSICIAN SERVICES, INC.
(a Florida corporation)
with and into
PAVILION HEALTH SERVICES, INC.
(a Florida corporation)

Pursuant to the Florida Business Corporation Act (the "Act"), Section 607.1105, Baptist Physician Services, Inc., a Florida corporation ("Baptist"), and Pavilion Health Services, Inc., a Florida corporation ("Pavilion"), hereby submit these Articles of Merger:

- 1. A copy of the Plan of Merger (the "Plan") with respect to the merger of Baptist with and into Pavilion is attached to these Articles of Merger as Exhibit "A" and is incorporated herein.
- 2. The effective date of the Merger shall be the date the Articles of Merger are filed with the Secretary of State of Florida.
- 3. The Plan was approved by the sole Shareholder of Baptist on January 26, 2004.
- 4. The Plan was approved by the sole Shareholder of Pavilion on January 26, 2004.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names by their duly authorized officers this 29th day of January, 2004.

BAPTIST PHYSICIAN SERVICES, INC.

PAVILION HEALTH SERVICES, INC.

By: Harvey Granger
Harvey Granger
Its Secretary

By: Harvey Granger
Harvey Granger
Its Secretary

449564

H04000020955 3

H04000020955 3

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
of
BAPTIST PHYSICIAN SERVICES, INC.
(a Florida corporation)
with and into
PAVILION HEALTH SERVICES, INC.
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 29th day of January, 2004, by and between **BAPTIST PHYSICIAN SERVICES, INC.**, a Florida corporation ("Baptist"), and **PAVILION HEALTH SERVICES, INC.**, a Florida corporation ("Pavilion") (Baptist and Pavilion hereinafter collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, Baptist is a corporation organized and existing under the laws of the State of Florida, with its principal office at 1325 San Marco Boulevard, Suite 902, Jacksonville, Florida 32207; and

WHEREAS, Pavilion is a corporation organized and existing under the laws of the State of Florida, with its principal office at 1325 San Marco Boulevard, Jacksonville, Florida 32207; and

WHEREAS, Pavilion owns all of the authorized and outstanding capital common stock of BPS; and

WHEREAS, the laws of the States of Florida permit a merger of a corporation into another corporation; and

WHEREAS, the respective sole Shareholder of each of the Constituent Corporations has deemed it advisable to merge Baptist with and into Pavilion (the "Merger"), and has approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the States of Florida which permit such a merger;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Constituent Corporations have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

H04000020955 3

H04000020955 3

ARTICLE I

On the Effective Date, as defined in Article X below, the Merger shall become effective, at which time the separate existences of Baptist shall cease and Baptist shall be merged, pursuant to Section 607.1101 of the Florida Business Corporation Act, with and into Pavilion, which shall continue its corporate existence and be the corporation surviving the Merger (the "Surviving Corporation").

ARTICLE II

The Surviving Corporation shall be governed by the laws of the State of Florida. On the Effective Date, the Articles of Incorporation of Pavilion as filed with the Secretary of State of the State of Florida shall be the Articles of Incorporation of the Surviving Corporation until further amended in the manner provided by law.

ARTICLE III

On the Effective Date, the existing Bylaws of Pavilion shall be the Bylaws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with applicable law, the Articles of Incorporation and said Bylaws.

ARTICLE IV

On the Effective Date, the existing officers and directors of the Surviving Corporation, shall remain its officers and directors. If, on the Effective Date, a vacancy exists, it may thereafter be filled in the manner provided by the Bylaws of the Surviving Corporation.

ARTICLE V

The manner of carrying into effect the Merger shall be as follows:

1. On the Effective Date, each issued and outstanding share of Baptist common stock shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto; and
2. Each issued and outstanding share of Pavilion common stock shall remain issued and outstanding after the Effective Date and the Merger shall have no effect on any

H04000020955 3

H04000020955 3

shares of Pavilion common stock that are authorized or outstanding.

ARTICLE VI

At such time as the Merger becomes effective, title to all of the assets of Baptist shall be vested in Pavilion without reversion or impairment and Pavilion shall thenceforth be responsible for all of the liabilities and obligations of Baptist. Any proceeding pending against Baptist may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in its place.

ARTICLE VII

Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said Surviving Corporation, according to the terms hereof, the title to any property or rights of Baptist, the last acting officers of Baptist, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

ARTICLE VIII

On the Effective Date, all of the assets, liabilities, reserves and accounts of the Constituent Corporations shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of said Constituent Corporations, subject to such adjustments or eliminations of intercompany items as may be appropriate giving effect to the Merger.

ARTICLE IX

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Constituent Corporations by appropriate resolution of any of the Boards of Directors at any time prior to the Effective Date of the Merger.

H04000020955 3

H04000020955 3

ARTICLE X

This Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by the sole shareholder and the Boards of Directors of the Constituent Corporations. The Merger shall become effective as of the date the Articles of Merger are filed with the Secretary of State of Florida (the "Effective Date").

ARTICLE XI

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the Constituent Corporations have caused this Agreement to be signed in its corporate name by its duly authorized officer all as of the date first above written.

BAPTIST PHYSICIAN SERVICES, INC.

PAVILION HEALTH SERVICES, INC.

By: Harvey Granger
Harvey Granger
Secretary

By: Harvey Granger
Harvey Granger
Secretary

449520

H04000020955 3