

# W04000022434

Florida Department of State  
Division of Corporations  
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9/30 merge

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W04 - 22434

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DIVISION OF CORPORATIONS

## MERGER OR SHARE EXCHANGE

AVMS, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$87.50

FLORIDA DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

05 SEP 30 PM 12:41

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**ARTICLES OF MERGER**

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

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

**Name and Street Address****Jurisdiction****Entity Type**1. Amesio Medical Services, LLCFloridaLLC270 South Hibiscus DriveMiami Beach, Florida 33139Florida Document/Registration Number: L04000022434FEI Number: 32-0111483

2. \_\_\_\_\_

Florida Document/Registration Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_

3. \_\_\_\_\_

Florida Document/Registration Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_

4. \_\_\_\_\_

Florida Document/Registration Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_

(Attach additional sheet(s) if necessary)

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 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

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

**Name and Street Address**

AVMS, Inc.

**Jurisdiction**

Delaware

**Entity Type**

Corporation

170 South Hibiscus Drive

Miami Beach, Florida 33139

Florida Document/Registration Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_

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

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

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

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.203, and/or 608.438-4, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.438(2), and/or 620.202(2), Florida Statutes.

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

**NINTH:** The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

**OR**

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

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

**ELEVENTH: SIGNATURES FOR EACH PARTY:**


*(Note: Please see instructions for required signatures.)*

**Name of Entity**

**Signature(s)**

**Typed or Printed Name of Individual**

AVMS, Inc.



Ray B. Lanier, President

American Medical Services, LLC

Manuel R. Taranido, Manager

*(Attach additional sheet(s) if necessary)*

FROM: MANUEL E. TARACIDO

FAX NO.: 385 532 4009

Sep. 30 2005 09:15AM P3

**NINTH:** The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State


**OR**

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

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

**ELEVENTH: SIGNATURES FOR EACH PARTY:**

**(Note: Please see instructions for correct signatures.)**

<b><u>Name of Entity</u></b>	<b><u>Signature(s)</u></b>	<b><u>Typed or Printed Name of Individual</u></b>
AVMS, Inc.		Ray B. Lanier, President
American Medical Services, LLC		Manuel E. Taracido, Manager

**(Attach additional sheets if necessary)**

**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Agreement") dated as of September 29<sup>th</sup>, 2005, is entered into by and between American Medical Services, LLC, a Florida limited liability company (hereinafter referred to as "AMS"), and AVMS, Inc., a Delaware corporation (hereinafter referred to as "AVMS" or the "Surviving Corporation"). Each of AMS and AVMS are sometimes referred to collectively herein as the "Constituent Entities".

**ARTICLE I—PRINCIPAL TERMS**

**1.01 Parties.** The names of the Constituent Entities and the states under the laws of which each of the Constituent Entities is incorporated are as follows:

<u>Name</u>	<u>State of Organization</u>
American Medical Services, LLC	Florida
AVMS, Inc.	Delaware

The name of the Surviving Corporation is AVMS, Inc., with its principal address at 270 South Hibiscus Drive, Miami Beach, FL 33139.

**1.02 Merger.** On the Effective Date, as defined in Paragraph 2.02 below, in accordance with and pursuant to the laws of the states of Florida and Delaware, AMS shall merge with and into AVMS. The separate existence of AMS shall cease. AVMS shall survive the Merger as the Surviving Corporation; its existence shall continue unimpaired by the merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation incorporated under the laws of the State of Delaware.

**1.03 Organizational Documents.** The Certificate of Incorporation and Bylaws of AVMS on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

**1.04 Directors and Officers.** The members of the Board of Directors and the officers of AVMS on the Effective Date shall continue as the Board of Directors and officers of the Surviving Corporation.

**ARTICLE II—MODE OF CARRYING MERGER INTO EFFECT**

**2.01 Filing Articles of Merger.** If adopted by the vote of the managers and members of AMS and the Board of Directors of AVMS, as the case may be and as required by the laws of Florida and Delaware, Articles of Merger conforming to the requirements of the laws of Florida and a Certificate of Merger conforming to the requirements of the laws of Delaware shall be executed and filed pursuant thereto.

**2.02 Effective Date.** The effective date of the merger shall be the effective date of the Certificate of Merger filed with the Secretary of State of Delaware (the "Effective Date").

**2.03 Vesting of Rights.** When the merger becomes effective the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and shall possess and be vested with, all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Entities. All property of every description and every interest therein of all the Constituent Entities on whatever account shall thereafter be deemed to be held by or transferred to, as the case may be, and vested in, the Surviving Corporation.

**2.04 Manner and Basis for Conversion.** Upon the Effective Date, the outstanding membership interests of AMS shall be converted into 3,400,000 validly issued, fully-paid and non-assessable shares (the "Merger Shares") of the common stock of Surviving Corporation, \$0.001 par value per share (the "AVMS Common Stock"), and each member shall automatically receive in exchange for such member's membership interest in AMS a percentage of the Merger Shares equal to the percentage of such member's membership interest in AMS.

**2.05 Further Assurances.** From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, the managers of AMS shall execute and deliver on behalf and in the name of AMS such deeds and other instruments and shall take or cause to be taken such further and other action as shall be necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property and interest, assets, rights, privileges, immunities, powers, franchises and authority of the Constituent Entities, and otherwise to carry out the purposes of this Agreement.

#### ARTICLE III—MEMBERSHIP INTERESTS IN AMS

Upon the Effective Date, all of the outstanding membership interests in AMS shall automatically be converted into the right to receive shares of AVMS Common Stock in the manner set forth in Section 2.04, and such membership interests in AMS shall thereafter cease to exist.

#### ARTICLE IV—MISCELLANEOUS

**4.01 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, are not intended to confer upon any other person any rights or remedies hereunder.

**4.02 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is

invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

**4.03 Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**4.04 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law.

**4.05 Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

*[Remainder of page left intentionally blank - signature page to follow]*



09/30/2005 15:25

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PAGE 09/10

FROM : MANUEL E TERRACIDO

FAX NO. : 305 532 4889

Sep. 29 2005 09:32PM PJ

IN WITNESS WHEREOF, the undersigned have entered into this Agreement and Plan of Merger as of this 29<sup>th</sup> day of September, 2005.

AMERICAN MEDICAL SERVICES,  
LLC

AVMS, INC.

By:   
Name: Manuel E. Terracido  
Title: Manager

By: \_\_\_\_\_  
Name: Ray B. Lanier  
Title: President

**CERTIFICATION IN COMPLIANCE WITH §251(f) OF THE GENERAL CORPORATION  
LAW OF THE STATE OF DELAWARE:**

The undersigned, Ray B. Lanier, hereby certifies that he is the duly elected and qualified Secretary of AVMS, Inc., and further certifies pursuant to §251(f) of the General Corporation Law of the State of Delaware, that no shares of stock of AVMS, Inc. were issued prior to the adoption by the board of directors of AVMS, Inc. of the resolutions approving this Agreement and Plan of Merger.

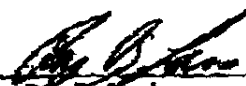
\_\_\_\_\_  
Ray B. Lanier, Secretary of AVMS, Inc.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement and Plan of Merger as of this 29<sup>th</sup> day of September, 2005.

AMERICAN MEDICAL SERVICES,  
LLC

AVMS, INC.

By: \_\_\_\_\_  
Name: Manuel E. Tzucido  
Title: Manager

By:   
Name: Ray B. Lanier  
Title: President

**CERTIFICATION IN COMPLIANCE WITH §251(f) OF THE GENERAL CORPORATION  
LAW OF THE STATE OF DELAWARE:**

The undersigned, Ray B. Lanier, hereby certifies that he is the duly elected and qualified Secretary of AVMS, Inc., and further certifies pursuant to §251(f) of the General Corporation Law of the State of Delaware, that no shares of stock of AVMS, Inc. were issued prior to the adoption by the board of directors of AVMS, Inc. of the resolutions approving this Agreement and Plan of Merger.

  
Ray B. Lanier, Secretary of AVMS, Inc.