

# L06000038109

Florida Department of State  
Division of Corporations  
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## MERGER OR SHARE EXCHANGE

### NICEVILLE FAMILY PRACTICE, LLC

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$78.75

\$80.00

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U. BRYAN

DEC 28 2007

EXAMINER

**Certificate of Merger  
For  
Florida Limited Liability Company**

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The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
#L06000042820 Niceville Primary Care Bluewater Bay, LLC	Florida	Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Niceville Family Practice, LLC	Florida	Limited Liability Company
#L06000038109		

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2008 at 12:01 a.m.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

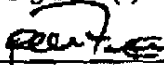
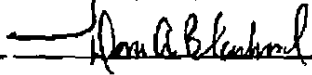
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Niceville Primary Care Bluewater Bay, LLC		John M. Franck II
Niceville Family Practice, LLC		Dora A. Blackwood

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:**

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

**Certified Copy (optional):** \$30.00

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## PLAN OF MERGER

WHEREAS, Niceville Family Practice, LLC ("Surviving Company") is a limited liability company duly organized and validly existing under the laws of the State of Florida;

WHEREAS, Niceville Primary Care Bluewater Bay, LLC (the "Terminated Company") is a limited liability company duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, the Sole Member of Surviving Company and the Sole Member of Terminated Company have each determined that it is advisable that the Terminated Company merge with and into Surviving Company upon the terms and conditions herein provided (the "Plan of Merger");

NOW, THEREFORE, Surviving Company and the Terminated Company hereby agree to merge into a single Company as follows:

FIRST: Surviving Company and Terminated Company will file a Certificate of Merger and any other required documents to be executed and filed with the State of Florida pursuant to the applicable provisions of the Florida Statutes (the "Statutes").

SECOND: The Merger shall become effective at 12:01 a.m. on January 1, 2008, hereinafter referred to as the "Effective Time."

THIRD: All of the membership interest of the Terminated Company shall automatically be canceled. All of the membership interest of Surviving Company outstanding prior to the Merger shall remain outstanding as the membership interest of the Surviving Company after the Merger.

FOURTH: As of the Effective Time, the Terminated Company shall be merged with and into Surviving Company on the terms and conditions hereinafter set forth as permitted by and in accordance with the Statutes. Thereupon, the separate existence of the Terminated Company shall cease, and Surviving Company, shall continue to exist under and be governed by the Statutes, and shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of Surviving Company and the Terminated Company, and all real property or other property of Surviving Company or the Terminated Company shall be vested in and be the property of Surviving Company without reversion or impairment; and all debts due to either Surviving Company or the Terminated Company shall be vested in and be the property of Surviving Company; and all debts, liabilities and duties of Surviving Company or the Terminated Company shall thenceforth attach to Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

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FIFTH: The Articles of Organization of Surviving Company in effect as of the Effective Time, but subject to change from time to time by the member of Surviving Company, shall be the Articles of Organization of the Surviving Company.

SIXTH: The Operating Agreement of Surviving Company in effect as of the Effective Time, but subject to change from time to time by the board of managers or the member of Surviving Company, shall be the Operating Agreement of the Surviving Company.

SEVENTH: Surviving Company and the Terminated Company, by mutual consent, may amend, modify and supplement this Plan of Merger in such manner as may be agreed upon by them in writing at any time before or after approval hereof by the sole member of the Terminated Company or the sole member of Surviving Company; provided, however, that no such amendment, modification or supplement shall affect the rights of the sole member of the Terminated Company or the sole member of Surviving Company in a manner that is materially adverse to such members. In addition, this Plan of Merger may be terminated and the Merger abandoned as provided in the Merger Agreement at any time prior to the Effective Time even though this Plan of Merger has been approved by the sole member of Terminated Company and the sole member of Surviving Company.

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