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**EXAMINER**

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**MERGER OR SHARE EXCHANGE**  
**HealthExcel Medical Group LLC**

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**ARTICLES OF MERGER  
OF  
M D CLINIC, INC.  
a Florida corporation  
INTO  
HEALTHEXCEL MEDICAL GROUP LLC  
a Florida limited liability company**

The following Articles of Merger are submitted to merge the following Florida profit corporation in accordance with s. 607.1109, Florida Statutes:

1. The exact name, jurisdiction, and form/entity type of the merging party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
M D Clinic, Inc.	Florida	corporation

2. The exact name, jurisdiction, and form/entity type of the surviving party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HealthExcel Medical Group LLC	Florida	limited liability company

3. The attached plan of merger was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with the application provisions of Chapter 607 and 608, Florida Statutes.

4. The attached plan of merger was approved by each other business entity that is a party of 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.

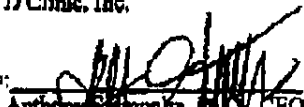
5. The effective date shall be as of the date this document is filed with the Florida Department of State.

Dated this 20<sup>th</sup> day of November, 2010.

Signatures of Each Party:

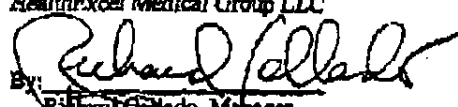
M.D Clinic, Inc.

By:

  
Anthony S. Simpson, M.D., CEO

HealthExcel Medical Group LLC

By:

  
Richard Colado, Manager

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TALLAHASSEE, FLORIDA

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**PLAN OF MERGER  
OF  
M D CLINIC, INC.  
a Florida corporation  
INTO  
HEALTHEXCEL MEDICAL GROUP LLC  
a Florida limited liability company**

THIS PLAN OF MERGER ("Agreement") is entered into as of the 20<sup>th</sup> day of November, 2010 by and between M D Clinic, Inc. a Florida corporation (the "Merging Entity"), and HealthExcel Medical Group LLC, a Florida limited liability company (the "Surviving Entity").

WHEREAS, the laws of the State of Florida permit a merger of a Florida corporation with and into a Florida limited liability company.

WHEREAS, the Board of Directors of the Merging Entity deem it advisable and in the best interest of the Merging Entity and its sole shareholder, that the Merging Entity merge with and into the Surviving Entity pursuant to the Florida Statutes.

WHEREAS, the Board of Managers of the Surviving Entity deem it advisable and in the best interest of the Surviving Entity and its sole member, that the Merging Entity merge with and into the Surviving Entity pursuant to the Florida Statutes.

WHEREAS, the Board of Directors and the Board of Managers of the Merging Entity and the Surviving Entity, respectively, have approved the terms and conditions of this Agreement and directed that the proposed merger be submitted to the sole shareholder of the Merging Entity and to the sole member of the Surviving Entity and each have recommended to such shareholder and member, respectively, the approval of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged into the Surviving Entity, upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving limited liability company and they further agree as follows:

1. The purposes, the registered agent, and the address of the registered office of the Surviving Entity shall be as it appears in the Articles of Organization of the Surviving Entity as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. From and after the Effective Date (as defined below), and until further amended, altered, or restated as provided by law, the Articles of Organization

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separate and apart from this Agreement shall be and may be separately certified as the Articles of Organization of the Surviving Entity.

2. The Bylaws of the Merging Entity, if any, shall cease to exist and the Surviving Entity's Operating Agreement shall remain in effect until a new Operating Agreement is adopted.
3. The officers and Board of Directors of the Merging Entity shall cease to exist in their respective positions of the Merging Entity and the Managers of the Surviving Entity shall remain Managers of the Surviving Entity on the Effective Date.
4. This Agreement was submitted to the sole shareholder of the Merging Entity and the sole member of the Surviving Entity for their respective consent and approval in accordance with Chapters 607 and 608 of the Florida Statutes, was adopted and approved in accordance with the laws of the State of Florida, and this Agreement, the appropriate Articles of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida.
5. The effective date for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity shall be the date the Articles of Merger of the Merging Entity are filed with the Florida Secretary of State (the "Effective Date").
6. On the Effective Date, each share of the Merging Entity's common stock issued and outstanding as of the date thereof will be cancelled without any consideration being paid therefor.
7. On the Effective Date, the transfer books of the Merging Entity shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.
8. Prior to and on the Effective Date, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the officers and directors of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.
9. On and after the Effective Date, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in

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the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

- 10. The principal office of the Surviving Entity shall be 12905 SW 42<sup>nd</sup> Street, Suite 212, Miami, FL 33175.
- 11. This Agreement embodies the entire agreement between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.
- 12. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.
- 13. This Plan and Agreement of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Plan and Agreement of Merger on the date first written above.

Merging Entity:

M D Clinic, Inc.

By:

  
Anthony Campalita, M.D.,  
CEO

Surviving Entity:

HealthExcel Medical Group LLC

By:

  
Richard Collado, Manager

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