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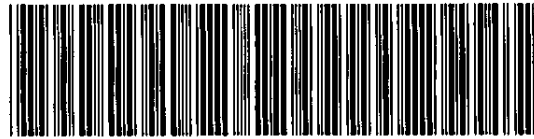
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EXAMINER



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SECRETARY OF STATE
DIVISION OF CORPORATION
10 MAR -5 AM 11:28

NAVON & LAVIN, P.A.

A T T O R N E Y S A T L A W

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Samuel D. Navon

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March 4, 2010

VIA FEDERAL EXPRESS

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Attention: Registration Section

Re: United States Medical, LLC, a Florida limited liability company
Our File No. 1855.001

Dear Sir or Madam:

Enclosed please find the following documents for filing in the exact order referenced below:

1. Articles of Merger, together with this firm's check in the amount of \$50.00 made payable to Florida Department of State, representing the filing fee; and
2. Articles of Amendment to the Articles of Incorporation of United States Medical, LLC, together with a check in the amount of \$25.00 made payable to Florida Department of State, representing the filing fee.

Thank you for your assistance in this matter.

Very truly yours,

NAVON & LAVIN, P.A.



Marilyn G. Olmsted
Legal Assistant to Samuel D. Navon

Enclosures

cc: Samuel D. Navon, Esq. (w/o encs.)

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**ARTICLES OF MERGER MERGING
MEDICAL SPECIALISTS INC,
A FLORIDA CORPORATION
INTO UNITED STATES MEDICAL, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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The undersigned UNITED STATES MEDICAL, LLC, a Florida limited liability company ("Surviving Company") hereby executes these Articles of Merger pursuant to Florida law, including Section 607.1105, Florida Statutes, and states as follows:

1. The Agreement and Plan of Merger ("Plan of Merger") annexed hereto as **Exhibit "A"** merging MEDICAL SPECIALISTS INC, a Florida corporation ("Merging Corporation") into Surviving Company was adopted and approved by unanimous written consent of all the members of Surviving Company as of January 1, 2016 and all of the Board of Directors and all of the shareholders of Merging Corporation as of January 1, 2016 in accordance with the laws of the State of Florida, including Sections 607.1101 and 607.1103, Florida Statutes.

2. The merger contemplated by the Plan of Merger shall be effective on January 1, 2016.

Dated: January 1, 2016.

UNITED STATES MEDICAL, LLC, a
Florida limited liability company

By: Xavier Rodrigo
Xavier Rodrigo, Managing Member

By: Lori Crabtree
Lori Crabtree, Managing Member

MEDICAL SPECIALISTS INC, a Florida
corporation

By: Xavier Rodrigo
Xavier Rodrigo, President

EXHIBIT "A"
PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 1st day of January, 2010, by and among **UNITED STATES MEDICAL, LLC**, a Florida limited liability company ("USM"), and **MEDICAL SPECIALISTS INC.**, a Florida corporation ("MSI"). USM and MSI are sometimes referred to herein as "Constituent Entities" and **XAVIER RODRIGO, TIMOTHY DIMADION** and **LORI CRABTREE** are sometimes referred to herein individually as a "Shareholder" or "Member", as applicable, and collectively as "Shareholders" or "Members", as applicable.

WITNESSETH:

WHEREAS, the Shareholders/Members own, collectively, one hundred percent (100%) of the issued and outstanding shares of the capital stock and membership units, respectively and as applicable, of each of the Constituent Entities as follows:

Membership Units of USM Owned

Xaxier Rodrigo	47.5
Timothy Damadian	5.00
Lori Crabtree	47.5

Shares of MSI Owned

Xaxier Rodrigo	47.5
Timothy Damadian	5.00
Lori Crabtree	47.5; and

WHEREAS, the Constituent Entities desire to merge MSI with and into USM upon the terms and conditions hereinafter set forth ("Merger"); and

WHEREAS, pursuant to Florida Statute 607.1107, MSI is permitted to be merged with and into USM under the laws of the State of Florida;

NOW, THEREFORE, in consideration of the mutual promises herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. Merger. MSI shall be merged with and into USM, and USM shall be the surviving corporation, effective on October 1, 2009 ("Effective Date").
3. Name. The name of USM, as the surviving corporation, shall continue to be "U.S. Medical, LLC".
4. Assets, Liabilities. On the Effective Date, the separate corporate existence of MSI shall cease and USM shall succeed to the assets and liabilities of MSI in the manner and as more fully set forth in Florida Statutes, Section 607.1106.

5. Conversion of Securities. It is intended that following the Merger, the Members will collectively continue to own one hundred percent (100%) of the issued and outstanding membership units of USM in the same respective amounts as they currently own such units. To accomplish the foregoing, upon the Effective Date all of the outstanding certificates representing the shares of the capital stock of MSI shall be deemed to have been surrendered to USM for cancellation.

6. Articles of Incorporation and Bylaws. From and after the Effective Date, the Articles of Organization of USM as in effect on the Effective Date shall continue to be in full force and effect without change or amendment until further amendment in accordance with the provisions thereof and applicable laws are made.

7. Managing Member. The managing member of USM immediately preceding the Effective Date shall continue to be the managing member of USM on and after the Effective Date, to serve until the expiration of his term and until his successor is elected and qualified.

8. Representation and Warranties of Shareholders. Each Shareholder/Member represents and warrants to each other party hereto that, as of the Effective Date, he/she owns, possesses, controls and has good, valid and marketable title to those shares of capital stock of MSI and membership units of USM as set forth above opposite his/her name free and clear of all liens, claims and rights of others. The foregoing representations and warranties will survive the execution of the transactions contemplated hereby.

9. Miscellaneous.

(a) At any time prior to the Effective Date, this Agreement may be terminated and the Merger abandoned by the Board of Directors of MSI or managing member of USM or both of the Constituent Entities, notwithstanding the approval of this Agreement and the Merger by the Shareholders and Members.

(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(c) The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

(d) This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida

(e) The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Signed, sealed and delivered
in the presence of:

UNITED STATES MEDICAL, LLC, a Florida
limited liability company

By: Xavier Rodrigo
Xavier Rodrigo, Managing Member

By: Lori Crabtree
Lori Crabtree, Managing Member

MEDICAL SPECIALISTS INC., a Florida
corporation

By: Xavier Rodrigo, Pres.
Xavier Rodrigo, President

Xavier Rodrigo
XAVIER RODRIGO

Timothy Dimadion
TIMOTHY DIMADION

Lori Crabtree
LORI CRABTREE