

L10000124979

(Requestor's Name)

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(City/State/Zip/Phone #)

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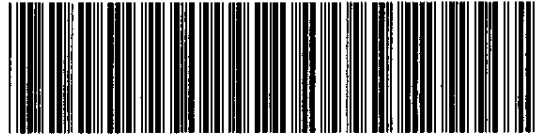
(Business Entity Name)

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B. KOHR

JAN 10 2011

EXAMINER

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DIVISION OF CORPORATIONS
11 JAN 10 PM 4:42

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

William L. Donley, MD, P.A.

PMC North Shore, LLC

Signature

Requested by: SETH

01/07/10

Name

Date

Time

Walk-In

Will Pick Up

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Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Trade/Service Mark _____
☒ Merger File _____
Art. of Amend. File _____
RA Resignation _____
Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
☒ Cert. Copy _____
Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
Officer Search _____
Fictitious Search _____
Fictitious Owner Search _____
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

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DIVISION OF CORPORATIONS
11 JAN 10 PM 4:42

January 7, 2011

CAPITAL CONNECTION

TALLAHASSEE, FL

SUBJECT: PMC NORTH SHORE, LLC
Ref. Number: L10000124979

RECEIVED
11 JAN 10 PM 4:17
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

We have received your document for PMC NORTH SHORE, LLC and your check(s) totaling \$90.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

On Page 2 of the Certificate of Merger, the effective date of January 1, 2011 is specified.

The Division of Corporations cannot file a merger with a prior effective date. We will file this Merger with the file date of January 7, 2011 -- the date the Merger was submitted.

If you need to retain the January 1 effective date specified on Page 2, please add the words "FOR ACCOUNTING PURPOSES" after the date in the FIFTH ITEM.

ALSO, please note that when the effective date is specified in Section 1.2 on page 2, the date is listed as "January 1, 2010". This needs to be corrected to "2011".

ALSO, please note that we have RETAINED your \$90.00 payment.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6914.

Buck Kohr
Regulatory Specialist II

Letter Number: 611A00000725

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DIVISION OF CORPORATIONS
11 JAN 10 PM 4:42

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

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>
William L. Donley, MD, P.A.	Florida	Corp.
MOUT36		

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>
PMC North Shore, LLC	Florida	LLC

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:

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:

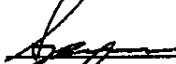

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 80 SW 8th Street, Ste 2000

Mailing address: Miami, Florida 33130

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:
William L. Donley, MD, P.A.		Spencer Angel
PMC North Shore, LLC		Spencer Angel

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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT AND PLAN OF MERGER

Dated as of January 1, 2011

by and among

WILLIAM L. DONLEY, MD, P.A.

And

PMC NORTH SHORE, LLC

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER**, dated as of January 1, 2010 (this "**Agreement**"), is made and entered into by and among William L. Donley, MD, P.A., a Florida corporation ("**WMDMPA**"), and PMC North Shore, LLC, a Florida Company ("**PMCNS**").

RECITALS:

A. The Board of Directors of WMDMPA and the Members of PMCNS have each approved this Agreement and the merger of PMCNS with and into WMDMPA (the "**Merger**"), upon the terms and subject to the conditions set forth in this Agreement;

B. For Federal income tax purposes, it is intended that the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the rules and regulations promulgated thereunder and that this Agreement constitute a plan of reorganization;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Florida General Corporation Law WMDMPA shall be merged with and into PMCNS at the Effective Time. At the Effective Time, the separate existence of WMDMPA shall cease and PMCNS shall continue as the Surviving Company in the Merger (as such, the "**Surviving Company**").

Section 1.2 Closing. The closing of the Merger (the "**Closing**") will take place upon the date of filing.

Section 1.3 Effects of the Merger. All property of WMDMPA shall vest in the Surviving Company, and all liabilities and obligations of WMDMPA shall become liabilities and obligations of the Surviving Company.

Section 1.5 Articles of Incorporation and Operating Agreement of the Surviving Company.

(a) The Articles of Incorporation of PMCNS, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Company until thereafter changed or amended as provided therein or by applicable law.

(b) The Operating Agreement of PMCNS, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Company until thereafter changed or amended as provided therein or by applicable law.

Section 1.6 Managing Members of the Surviving Company. The Managing Members of the Surviving Company shall be the Managing Members set forth in the Operating Agreement until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

ARTICLE II

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

Section 2.1 Effect on Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of capital stock of WDMDPA or the holder of any shares of capital stock of WDMDPA:

(a) Capital Stock of WDMDPA. Each issued and outstanding share of capital stock of WDMDPA shall become the issued, outstanding membership interests of the Surviving Company.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of PMCNS. PMCNS represents and warrants to WDMDPA as follows:

(a) Organization, Standing and Company Power. PMCNS is a company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to carry on its business as now being conducted. PMCNS is duly qualified or licensed to do business and is in good standing.

Section 3.2 Representations and Warranties of WDMDPA. WDMDPA represents and warrants to PMCNS as follows:

(a) Organization, Standing and Corporate Power. WDMDPA is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to carry on its business as now being conducted. PMCNS is duly qualified or licensed to do business and is in good standing.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Tax Treatment. WDMDPA and PMCNS shall use commercially reasonable efforts to cause the Merger to qualify as a reorganization under the provisions of Section 368 of the Code.

Section 4.2 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice:

- (a) if to WDMDPA
William L. Donley, MD, P.A.
C/O Cyrus Capital Management, LLC
80 SW 8th Street, Ste 2000

Miami, Florida 33130
Attention: Spencer Angel

- (b) if to PMCNS,
PMC North Shore, LLC
80 SW 8th Street, Ste 2000
Miami, Florida 33130
Attention: Spencer Angel

Section 4.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof.

Section 4.4 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. 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 to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

IN WITNESS WHEREOF, WDMDPA, and PMCNS have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

WILLIAM L. DONLEY, MD, P.A.

By 

Name: Spencer Angel
Title: President

PMC NORTH SHORE, LLC

By 

Name: Spencer Angel
Title: Managing Member

JOINT CORPORATE ACTION BY
THE DIRECTORS AND SHAREHOLDERS OF
WILLIAM DONLEY MD, P.A.

The undersigned, being the Directors and Shareholders of WILLIAM DONLEY, MD, P.A., a Florida corporation ("Corporation"), waives all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements for notice; and consents in writing to the adoption of the following resolutions, taking said action in lieu of a meeting of the Directors and the Shareholders:

WHEREAS, the sole Office and Director of the company has resigned; and

WHEREAS, the Company is desirous of appointing new Offices and Directors;

NOW, THEREFORE, it is

RESOLVED, that Effective immediately, Spencer Angel is appointed as a Director and President and Secretary of the Corporation.

RESOLVED, that Effective immediately, Michael Cavanaugh is appointed as a Director and Vice President of the Corporation.

The actions contained herein shall be effective as of the 22nd day of December, 2010.

This document may be executed in counterparts, each of which may be deemed an original, but all of which together, when filed in the corporate records, shall be deemed one instrument.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal for these purposes.


Spencer Angel