

L13000161299

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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MAIL

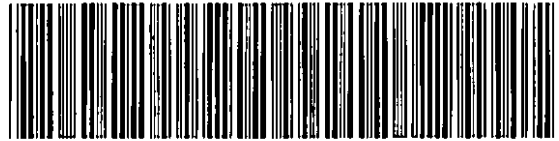
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300317538063

18 AUG 23 PM 1:48
STATE OF FLORIDA
DEPARTMENT OF REVENUE
TALLAHASSEE, FLORIDA

2018 AUG 23 PM 3:19
STATE OF FLORIDA
DEPARTMENT OF REVENUE
TALLAHASSEE, FLORIDA

AUG 2 2018

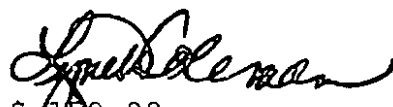
CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

2010 AUG 23 PM 3:18
RECEIVED
STATE OF FLORIDA
SECRETARY OF STATE

ACCOUNT NO. : I20000000195

REFERENCE : 360488 4352697

AUTHORIZATION :



COST LIMIT : \$ 150.00

ORDER DATE : August 23, 2018

ORDER TIME : 11:22 AM

ORDER NO. : 360488-040

CUSTOMER NO: 4352697

ARTICLES OF MERGER

MCCI/ANTIPORDA, LLC

INTO

RMA MEDICAL GROUP OF FLORIDA,
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

PLEASE CALL IF MORE FUNDS ARE NEEDED

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: RMA Medical Group of Florida, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Mehrya Nawabi

Contact Person

Humana Inc.

Firm/Company

500 West Main Street, 21st Floor

Address

Louisville, KY 40202

City, State and Zip Code

mnawabi4@humana.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mehrya Nawabi

at (502) 580-3691

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CR2E080 (2/14)

2010 AUG 23 PM 3:13
RECEIVED
DIVISION OF CORPORATIONS
TALLAHASSEE, FL

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

RECEIVED
DIVISION OF CORPORATE
2018 AUG 23 PM 3:28

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
1) MCCI/Annapolis, LLC	Florida	Limited Liability Company
2) MCCI Mayfair/Jaffer, LLC	Florida	Limited Liability Company
3) RMA Management Services Organization, LLC	Florida	Limited Liability Company
4) RMA of Palm Beach MSO, LLC	Florida	Limited Liability Company
5) RMA of South Florida MSO, 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>
RMA Medical Group of Florida, LLC	Florida	Limited Liability Company

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

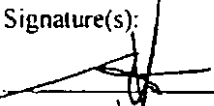
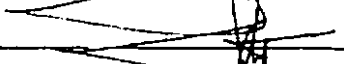

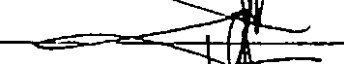
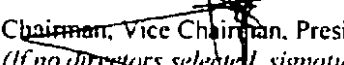
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

August 31, 2018

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
1) MCCI/Antiporda, LLC		Joseph C. Ventura, SVP, Corp Sec & Assoc Gen Counsel
2) MCCI Mayfair/Jaffer, LLC		Joseph C. Ventura, SVP, Corp Sec & Assoc Gen Counsel
3) RMA Management Services Organization, LLC		Joseph C. Ventura, SVP, Corp Sec & Assoc Gen Counsel
4) RMA of Palm Beach MSO, LLC		Joseph C. Ventura, SVP, Corp Sec & Assoc Gen Counsel
5) RMA of South Florida MSO, LLC		Joseph C. Ventura, SVP, Corp Sec & Assoc Gen Counsel

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 an authorized person

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

AGREEMENT AND PLAN OF MERGER

OF

**MCCI MAYFAIR/JAFFER, LLC
(A Florida Limited Liability Company)**

INTO

**RMA MEDICAL GROUP OF FLORIDA, LLC
(A Florida Limited Liability Company)**

AGREEMENT AND PLAN OF MERGER approved on August 20, 2018 by MCCI Mayfair/Jaffer, LLC, a limited liability company organized under the laws of the State of Florida, and by resolution adopted by at least a majority vote of the members of each company's Board of Managers on said date, and approved on August 20, 2018 by RMA Medical Group of Florida, LLC, a limited liability company of the State of Florida, and by resolution adopted by at least a majority vote of the members of its Board of Managers on said date.

1. MCCI Mayfair/Jaffer, LLC, LLC (hereinafter referred to as "Terminating Corporation") and RMA Medical Group of Florida, LLC shall, pursuant to the provisions of the laws of the Terminating Corporation's jurisdiction of organization, and of Chapter 605 of the Florida Revised Limited Liability Act, be merged with and into a single corporation, to wit, RMA Medical Group of Florida, LLC, which shall be the Surviving Company upon the effective date of the merger and which is sometimes hereinafter referred to as the "Surviving Corporation", and which shall continue to exist as said Surviving Company under RMA Medical Group of Florida, LLC pursuant to the provisions of Chapter 605 of the Florida Revised Limited Liability Act. The separate existence of the Terminating Company shall cease upon said effective date in accordance with the provisions of the laws of the jurisdiction of its organization.

2. The Articles of Incorporation of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida shall be the Articles of Incorporation of said Surviving Company and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

3. The operating agreement of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida be the operating agreement of said Surviving Company and continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of Chapter

605 of the Florida Revised Limited Liability Act.

4. The managers and officers in office of the Surviving Company upon the effective date of the merger in the State of Florida shall continue to be the members of the first Board of Managers and the first officers of the Surviving Company, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the operating agreement of the Surviving Company.

5. Each membership share of the Terminating Company, upon the effective date of the merger, shall not be converted in any manner and shall be cancelled and cease to exist. The membership shares of the Surviving Company shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one membership share of the Surviving Company. The membership shares of each of the merging entities are owned by the same shareholder in equal proportions.

6. The Agreement and Plan of Merger herein made and approved shall be submitted to the shareholders of the Terminating Company for their approval or rejection in the manner prescribed by the laws of the jurisdiction of its organization and to the shareholders of the Surviving Company for their approval or rejection in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

7. In the event that the Agreement and Plan of Merger shall have been approved by the shareholders of the Terminating Company in compliance with the laws of the jurisdiction of each company's organization and by the shareholders of the Surviving Company in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act, the Terminating Company and the Surviving Company hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by each company's state laws and by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.


8. The Boards of Managers and the proper officers of the Terminating Company and of the Surviving Company, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.

9. The merger herein provided for shall become effective August 31, 2018 with the Florida Secretary of State and all other regulatory agencies.

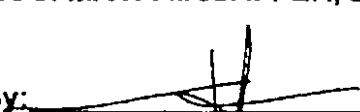
IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the date first above written.

(TERMINATING COMPANY)

ATTEST:

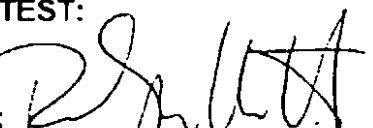
By: 
Ralph M. Wilson
Vice President

MCCI MAYFAIR/JAFFER, LLC


By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

(SURVIVING COMPANY)

ATTEST:

By: 
Ralph M. Wilson
Vice President

RMA MEDICAL GROUP OF FLORIDA, LLC

By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

AGREEMENT AND PLAN OF MERGER

OF

**MCCI/ANTIPORDA, LLC
(A Florida Limited Liability Company)**

INTO

**RMA MEDICAL GROUP OF FLORIDA, LLC
(A Florida Limited Liability Company)**

AGREEMENT AND PLAN OF MERGER approved on August 20, 2018 by MCCI/Antiporda, LLC, a limited liability company organized under the laws of the State of Florida, and by resolution adopted by at least a majority vote of the members of each company's Board of Managers on said date, and approved on August 20, 2018 by RMA Medical Group of Florida, LLC, a limited liability company of the State of Florida, and by resolution adopted by at least a majority vote of the members of its Board of Managers on said date.

1. MCCI/Antiporda, LLC (hereinafter referred to as "Terminating Corporation") and RMA Medical Group of Florida, LLC shall, pursuant to the provisions of the laws of the Terminating Corporation's jurisdiction of organization, and of Chapter 605 of the Florida Revised Limited Liability Act, be merged with and into a single corporation, to wit, RMA Medical Group of Florida, LLC, which shall be the Surviving Company upon the effective date of the merger and which is sometimes hereinafter referred to as the "Surviving Corporation", and which shall continue to exist as said Surviving Company under RMA Medical Group of Florida, LLC pursuant to the provisions of Chapter 605 of the Florida Revised Limited Liability Act. The separate existence of the Terminating Company shall cease upon said effective date in accordance with the provisions of the laws of the jurisdiction of its organization.

2. The Articles of Incorporation of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida shall be the Articles of Incorporation of said Surviving Company and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

3. The operating agreement of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida be the operating agreement of said Surviving Company and continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of Chapter

605 of the Florida Revised Limited Liability Act.

4. The managers and officers in office of the Surviving Company upon the effective date of the merger in the State of Florida shall continue to be the members of the first Board of Managers and the first officers of the Surviving Company, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the operating agreement of the Surviving Company.

5. Each membership share of the Terminating Company, upon the effective date of the merger, shall not be converted in any manner and shall be cancelled and cease to exist. The membership shares of the Surviving Company shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one membership share of the Surviving Company. The membership shares of each of the merging entities are owned by the same shareholder in equal proportions.

6. The Agreement and Plan of Merger herein made and approved shall be submitted to the shareholders of the Terminating Company for their approval or rejection in the manner prescribed by the laws of the jurisdiction of its organization and to the shareholders of the Surviving Company for their approval or rejection in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

7. In the event that the Agreement and Plan of Merger shall have been approved by the shareholders of the Terminating Company in compliance with the laws of the jurisdiction of each company's organization and by the shareholders of the Surviving Company in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act, the Terminating Company and the Surviving Company hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by each company's state laws and by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Boards of Managers and the proper officers of the Terminating Company and of the Surviving Company, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.

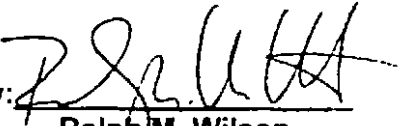
9. The merger herein provided for shall become effective August 31, 2018 with the Florida Secretary of State and all other regulatory agencies.


IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the date first above written.

(TERMINATING COMPANY)

ATTEST:

MCCI/ANTIPORDA, LLC

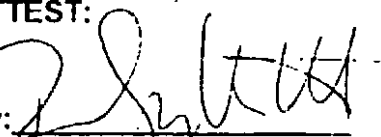
By: 
Ralph M. Wilson
Vice President


By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

(SURVIVING COMPANY)

ATTEST:

RMA MEDICAL GROUP OF FLORIDA, LLC

By: 
Ralph M. Wilson
Vice President

By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

AGREEMENT AND PLAN OF MERGER
OF
RMA MANAGEMENT SERVICES ORGANIZATION, LLC
(A Florida Limited Liability Company)
INTO
RMA MEDICAL GROUP OF FLORIDA, LLC
(A Florida Limited Liability Company)

AGREEMENT AND PLAN OF MERGER approved on August 20, 2018 by RMA Management Services Organization, LLC, a limited liability company organized under the laws of the State of Florida, and by resolution adopted by at least a majority vote of the members of each company's Board of Managers on said date, and approved on August 20, 2018 by RMA Medical Group of Florida, LLC, a limited liability company of the State of Florida, and by resolution adopted by at least a majority vote of the members of its Board of Managers on said date.

1. RMA Management Services Organization, LLC, (hereinafter referred to as "Terminating Corporation") and RMA Medical Group of Florida, LLC shall, pursuant to the provisions of the laws of the Terminating Corporation's jurisdiction of organization, and of Chapter 605 of the Florida Revised Limited Liability Act, be merged with and into a single corporation, to wit, RMA Medical Group of Florida, LLC, which shall be the Surviving Company upon the effective date of the merger and which is sometimes hereinafter referred to as the "Surviving Corporation", and which shall continue to exist as said Surviving Company under RMA Medical Group of Florida, LLC pursuant to the provisions of Chapter 605 of the Florida Revised Limited Liability Act. The separate existence of the Terminating Company shall cease upon said effective date in accordance with the provisions of the laws of the jurisdiction of its organization.

2. The Articles of Incorporation of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida shall be the Articles of Incorporation of said Surviving Company and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

3. The operating agreement of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida be the operating agreement of said Surviving Company and continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of Chapter

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8. The Boards of Managers and the proper officers of the Terminating Company and of the Surviving Company, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.

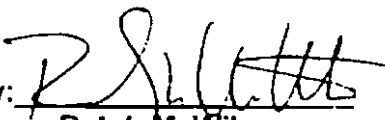
9. The merger herein provided for shall become effective August 31, 2018 with the Florida Secretary of State and all other regulatory agencies.

IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the date first above written.

(TERMINATING COMPANY)

ATTEST:

RMA MANAGEMENT SERVICES ORGANIZATION,
LLC

By: 
Ralph M. Wilson
Vice President

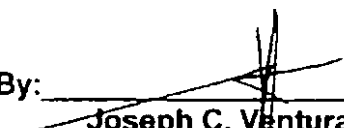
By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

(SURVIVING COMPANY)

ATTEST:

RMA MEDICAL GROUP OF FLORIDA, LLC

By: 
Ralph M. Wilson
Vice President

By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

AGREEMENT AND PLAN OF MERGER

OF

**RMA OF PALM BEACH MSO, LLC
(A Florida Limited Liability Company)**

INTO

**RMA MEDICAL GROUP OF FLORIDA, LLC
(A Florida Limited Liability Company)**

AGREEMENT AND PLAN OF MERGER approved on August 20, 2018 by RMA of Palm Beach MSO, LLC, a limited liability company organized under the laws of the State of Florida, and by resolution adopted by at least a majority vote of the members of each company's Board of Managers on said date, and approved on August 20, 2018 by RMA Medical Group of Florida, LLC, a limited liability company of the State of Florida, and by resolution adopted by at least a majority vote of the members of its Board of Managers on said date.

1. RMA of Palm Beach MSO, LLC, (hereinafter referred to as "Terminating Corporation") and RMA Medical Group of Florida, LLC shall, pursuant to the provisions of the laws of the Terminating Corporation's jurisdiction of organization, and of Chapter 605 of the Florida Revised Limited Liability Act, be merged with and into a single corporation, to wit, RMA Medical Group of Florida, LLC, which shall be the Surviving Company upon the effective date of the merger and which is sometimes hereinafter referred to as the "Surviving Corporation", and which shall continue to exist as said Surviving Company under RMA Medical Group of Florida, LLC pursuant to the provisions of Chapter 605 of the Florida Revised Limited Liability Act. The separate existence of the Terminating Company shall cease upon said effective date in accordance with the provisions of the laws of the jurisdiction of its organization.

2. The Articles of Incorporation of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida shall be the Articles of Incorporation of said Surviving Company and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

3. The operating agreement of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida be the operating agreement of said Surviving Company and continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of Chapter

605 of the Florida Revised Limited Liability Act.

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6. The Agreement and Plan of Merger herein made and approved shall be submitted to the shareholders of the Terminating Company for their approval or rejection in the manner prescribed by the laws of the jurisdiction of its organization and to the shareholders of the Surviving Company for their approval or rejection in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

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8. The Boards of Managers and the proper officers of the Terminating Company and of the Surviving Company, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.

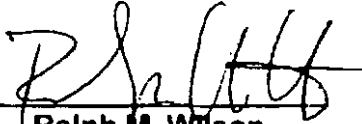
9. The merger herein provided for shall become effective August 31, 2018 with the Florida Secretary of State and all other regulatory agencies.


IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the date first above written.

(TERMINATING COMPANY)

ATTEST:

RMA OF PALM BEACH MSO, LLC

By: 
Ralph M. Wilson
Vice President

By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

(SURVIVING COMPANY)

ATTEST:

RMA MEDICAL GROUP OF FLORIDA, LLC

By: 
Ralph M. Wilson
Vice President

By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

AGREEMENT AND PLAN OF MERGER

OF

**RMA OF SOUTH FLORIDA MSO, LLC
(A Florida Limited Liability Company)**

INTO

**RMA MEDICAL GROUP OF FLORIDA, LLC
(A Florida Limited Liability Company)**

AGREEMENT AND PLAN OF MERGER approved on August 20, 2018 by RMA of South Florida MSO, LLC, a limited liability company organized under the laws of the State of Florida, and by resolution adopted by at least a majority vote of the members of each company's Board of Managers on said date, and approved on August 20, 2018 by RMA Medical Group of Florida, LLC, a limited liability company of the State of Florida, and by resolution adopted by at least a majority vote of the members of its Board of Managers on said date.

1. RMA of South Florida MSO, LLC, (hereinafter referred to as "Terminating Corporation") and RMA Medical Group of Florida, LLC shall, pursuant to the provisions of the laws of the Terminating Corporation's jurisdiction of organization, and of Chapter 605 of the Florida Revised Limited Liability Act, be merged with and into a single corporation, to wit, RMA Medical Group of Florida, LLC, which shall be the Surviving Company upon the effective date of the merger and which is sometimes hereinafter referred to as the "Surviving Corporation", and which shall continue to exist as said Surviving Company under RMA Medical Group of Florida, LLC pursuant to the provisions of Chapter 605 of the Florida Revised Limited Liability Act. The separate existence of the Terminating Company shall cease upon said effective date in accordance with the provisions of the laws of the jurisdiction of its organization.

2. The Articles of Incorporation of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida shall be the Articles of Incorporation of said Surviving Company and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

3. The operating agreement of the Surviving Company as in force and effect upon the effective date of the merger in the State of Florida be the operating agreement of said Surviving Company and continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of Chapter

605 of the Florida Revised Limited Liability Act.

4. The managers and officers in office of the Surviving Company upon the effective date of the merger in the State of Florida shall continue to be the members of the first Board of Managers and the first officers of the Surviving Company, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the operating agreement of the Surviving Company.

5. Each membership share of the Terminating Company, upon the effective date of the merger, shall not be converted in any manner and shall be cancelled and cease to exist. The membership shares of the Surviving Company shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one membership share of the Surviving Company. The membership shares of each of the merging entities are owned by the same shareholder in equal proportions.

6. The Agreement and Plan of Merger herein made and approved shall be submitted to the shareholders of the Terminating Company for their approval or rejection in the manner prescribed by the laws of the jurisdiction of its organization and to the shareholders of the Surviving Company for their approval or rejection in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act.

7. In the event that the Agreement and Plan of Merger shall have been approved by the shareholders of the Terminating Company in compliance with the laws of the jurisdiction of each company's organization and by the shareholders of the Surviving Company in the manner prescribed by the provisions of Chapter 605 of the Florida Revised Limited Liability Act, the Terminating Company and the Surviving Company hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by each company's state laws and by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Boards of Managers and the proper officers of the Terminating Company and of the Surviving Company, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.

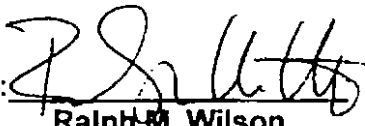
9. The merger herein provided for shall become effective August 31, 2018 with the Florida Secretary of State and all other regulatory agencies.


IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the date first above written.

(TERMINATING COMPANY)

ATTEST:

RMA OF SOUTH FLORIDA MSO, LLC

By: 
Ralph M. Wilson
Vice President

By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary

(SURVIVING COMPANY)

ATTEST:

RMA MEDICAL GROUP OF FLORIDA, LLC

By: 
Ralph M. Wilson
Vice President

By: 
Joseph C. Ventura
Senior Vice President, Associate General
Counsel & Corporate Secretary