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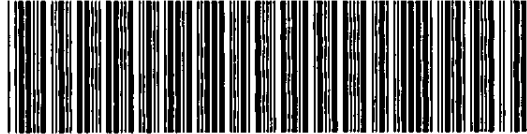
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MAY 19 2014
C. CARROTHERS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Bluestone Physician Services Florida, LLC

Name of Surviving Party

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

and Agreement and Plan of Merger
Please return all correspondence concerning this matter to:

Wendy J.M. Welsh

Contact Person

Mellum & Welsh, LLP

Firm/Company

4236 Vincent Avenue South

Address

Minneapolis, MN 55410

City, State and Zip Code

wwelsh@mellumandwelsh.com

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

For further information concerning this matter, please call:

Wendy J.M. Welsh

at (612) 308-0178

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

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

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>
Bluestone Physician Services Flo	Florida	LLC L15 00006178
Geriatric Medical Associates, Inc.	Florida	corporation P99 000032368
_____	_____	_____
_____	_____	_____

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>
Bluestone Physician Services Flo	Florida	LLC
_____	_____	_____

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).

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TALLAHASSEE, FLORIDA

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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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Bluestone Physician Services Florida, LL	<i>see attached Agreement and Plan of Merger</i>	Todd Stivland, M.D.
Geriatric Medical Associates, Inc.	<i>see attached Agreement and Plan of Merger</i>	James Cummings, M.D.

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
BETWEEN
BLUESTONE PHYSICIAN SERVICES FLORIDA, LLC
AND
GERIATRIC MEDICAL ASSOCIATES, INC.**

This **AGREEMENT AND PLAN OF MERGER**, is made as of May __, 2015, between Bluestone Physician Services Florida, LLC ("BPS"), a Florida limited liability company, Geriatric Medical Associates, Inc. ("GMA"), a Florida corporation (BPS and GMA are hereinafter collectively referred to as the "Constituent Organizations") and James R. Cummings, M.D., the sole shareholder of GMA (the "Shareholder").

WITNESSETH:

WHEREAS, GMA's sole business is providing geriatric medical and healthcare services to patients in Citrus, Hernando, Pasco, and Hillsborough counties in Florida (the "Business");

WHEREAS, the Shareholder is the sole shareholder of GMA, and is the holder of 100% of the issued shares of common stock of GMA (the "Shares"), which constitute the entire capital stock and equity in GMA;

WHEREAS, the Shareholder desires to sell to BPS, and BPS desires to purchase from the Shareholder, the business of GMA by merging GMA with and into BPS, on and subject to the terms set forth in this Agreement;

WHEREAS, the Boards of Governors and Directors and the Members and the Shareholder of the Constituent Organizations deem it advisable and in the best interest of the Constituent Organizations and their Members that GMA be acquired by and merged with and into BPS (the "Merger").

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

1. **Merger**. Subject to the terms and conditions hereof, GMA agrees to merge with and into BPS, and BPS agrees to pay to the Shareholder Three Hundred Seventy-Five Thousand dollars (\$375,000) in cash plus the collected Closing Working Capital Amount (the "Merger Consideration"), subject to reduction as provided in Section 1.1(a) (iii) below, in exchange for and cancellation of all of the outstanding capital stock of GMA. The Merger shall be in accordance with Section 605.1021 of the Florida Statutes and shall be effective, subject to satisfaction of the Closing Conditions set forth below, as of May ____, 2015 (the "Effective Date").

1.1 **Merger Consideration**. The aggregate consideration (the "Merger Consideration") to be paid by BPS to the Shareholder for the Shares shall be as follows:

(a) The Merger Consideration to be paid by BPS hereunder in respect of all GMA Shares outstanding immediately prior to the Effective Date shall be paid as follows:

(i) \$375,000 in cash (the "Base Purchase Consideration"), subject only to adjustment as provided in subsection (iii) below, with \$250,000 payable at Closing, \$75,000 payable on the first anniversary of the Closing Date and \$50,000 payable on the second anniversary of the Closing Date, plus the portion of the "Closing Working Capital Amount" (the amount by which the Company's current assets exceeds the amount of its current liabilities, including any "early-out" penalties, as of the Closing Date) collected or realized by BPS by the Determination Date, to be paid after such amount is determined by on behalf of BPS by its President.

(ii) In addition, BPS will enter into a 3-year employment agreement with the Shareholder (the "Employment Agreement") which will provide the Shareholder a first year salary of \$200,000, of which \$180,000 is guaranteed and \$20,000 will be withheld and paid out quarterly pending the achievement of planned growth assumptions. After the first year, Shareholder's base, plus bonus compensation will convert to BPS's production based compensation model.

(iii) In the event that the Shareholder voluntarily terminates his employment with BPS, unless such employment is terminated by Shareholder pursuant to Section 5.1E of the Employment Agreement of even date herewith (the "Employment Agreement"), or is terminated for "cause" as provided in the Employment Agreement prior to the 3rd anniversary of the Closing Date, the Base Purchase Consideration shall be reduced by \$5,000 for each month less than the required 36 months that Employee is not employed by BPS. Shareholder's death or disability is specifically excluded from this provision.

(iv) BPS shall pay to Shareholder at closing all funds maintained in any GMA bank account, which accrued to GMA prior to closing.

(v) BPS shall pay to Shareholder the Rural Health Cost Report Settlement for 2014 and the outstanding HPSA for any period prior to closing.

1.2 Working Capital Adjustment.

(a) No earlier than three (3) months nor later than six (6) months following the Closing Date (the "Determination Date"), GMA shall, at its expense, (i) cause to be prepared, in accordance with generally accepted accounting principles ("GAAP") and consistent with the accounting principles used in the preparation of the Financial Statements, an accrual basis balance sheet of GMA as of 11:59 p.m. on the day prior to the Closing Date, but which shall not reflect the transactions occurring at the Closing (the "Closing Balance Sheet"), together with a statement (the "Closing Date Schedule") setting forth in reasonable detail GMA's calculation of the Closing Working Capital Amount, and (ii) deliver to BPS the Closing Balance Sheet and the Closing Date Schedule, together with a certificate of GMA executed on its behalf by its President confirming that the Closing Balance Sheet and the Closing Date Schedule were properly prepared in good faith on an accrual basis

and in accordance with GAAP as applied on a basis consistent with the preparation of the Financial Statements.

(b) The Merger Consideration shall be increased by the portion of the Closing Working Capital Amount collected or realized as of the Determination Date and such amount shall be paid by BPS to the Shareholder by wire transfer of immediately available funds within five (5) Business Days after such determination.

1.3 Effect of Merger. Upon the Effective Date:

(a) GMA shall be merged with and into BPS and BPS shall be the Surviving Organization.

(b) The separate existence of GMA shall cease, and all the property, rights, privileges, immunities and franchises of GMA and all of the property, real, personal and mixed, and all the debts due on whatever account to GMA, as well as all share and equity subscriptions and other causes in action belonging to GMA, shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Organization. The Surviving Organization is responsible and liable for all the liabilities and obligations, including the rights and obligations under the agreements of GMA. A claim by or against or a pending proceeding by or against GMA may be prosecuted as if the Merger had not taken place, or the Surviving Organization may be substituted in place of GMA. Neither the rights of creditors nor any liens upon the property of GMA are impaired by the Merger.

(c) The Articles of Organization of BPS in effect immediately prior to the Effective Date shall be the Articles of Organization of the Surviving Organization. BPS shall, at its sole expense, file the Articles of Merger for GMA with the Florida Secretary of State in accordance with 607.1109, Florida Statutes.

(d) The Governors and officers of BPS in office immediately prior to the Effective Date shall be the Governors and officers of the Surviving Organization. Governors and officers will serve until their respective successors are duly appointed or elected and qualified in accordance with the Articles of Organization and Bylaws of the Surviving Organization.

(e) The Shares of GMA will not be converted into membership interests of the Surviving Organization, but instead shall be canceled (along with the certificates representing the same) and all rights in respect thereof shall thereupon cease to exist.

(f) All of the outstanding membership interests of BPS shall remain membership interests of the Surviving Organization and all rights in respect of such membership interests shall remain in full effect.

2. Shareholder's Representations. As an inducement to BPS to enter into this Agreement, Shareholder represents and warrants to BPS as follows:

2.1 Ownership of Shares. The Shares are owned legally and beneficially by Shareholder, free and clear of all liens, except for restrictions on transfer under federal and state securities laws. The Shares were validly issued and duly authorized and outstanding, fully paid and non-assessable. The Shares are not subject to any voting trust agreement or other contract, agreement, arrangement, commitment or understanding, including any such contract, agreement, arrangement, commitment or understanding restricting or otherwise relating to the voting, distribution rights or disposition of the Shares. All of the issued and outstanding Shares in GMA are owned of record by the Shareholder. There are no outstanding subscriptions, options, warrants or other rights, calls or commitments under which GMA is or may be obligated to issue any of its Shares or other equity interests or any securities convertible into or exchangeable or exercisable for any Shares or other equity interests of GMA. There are no options or obligations on the part of GMA to purchase or redeem any outstanding Shares of GMA.

2.2 Authority of Shareholder. Shareholder has full power, capacity, and authority to enter into and perform his obligations under this Agreement pursuant to the terms of this Agreement. There is no legal action or suit or governmental proceeding or investigation pending or, to the knowledge of Shareholder, threatened against Shareholder or the Shares which in any way adversely affects or prevents the merger with BPS hereunder. The execution, delivery and performance of this Agreement by Shareholder will not result in a breach or violation of or constitute a default by Shareholder under any agreement, instrument or order to which Shareholder is a party or by which Shareholder is bound.

2.3 Organization of GMA. GMA is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has the requisite power and authority to own its properties and to carry on its business in all material respects as it is now being conducted.

2.4 Financial Statements. The financial statements referred to in clauses (a) through (c) of this Section 2.4 below (the "Financial Statements") have been prepared in accordance with GAAP, consistently applied throughout the periods involved and present fairly, in all material respects, the financial condition of GMA and its subsidiaries as of the dates thereof and the results of their operations for the periods covered thereby, except that the Financial Statements referred to in clause (c) do not contain the notes required by GAAP and are subject to normal quarter-end and year-end adjustments. GMA has provided to BPS true and correct copies of the following:

(a) the unaudited balance sheets of GMA as of December 31, 2013 and December 31, 2014, respectively;

(b) the unaudited statements of income and cash flow of GMA for the fiscal years ended December 31, 2013 and December 31, 2014, respectively; and

(c) the unaudited balance sheet of GMA as of March 31, 2015 (the "Most Recent Balance Sheet") and unaudited consolidated statements of income and cash flow of GMA for the 3-month period ended March 31, 2015.

The Company has no liabilities or obligations of any nature, whether accrued, absolute, contingent, threatened, or otherwise, other than liabilities and obligations (i) reflected on the Most Recent Balance Sheet or the notes thereto, or (ii) incurred in the ordinary course of the conduct of the

Business since March 31, 2015. The accounts receivable included in the Assets represent valid obligations arising from services actually performed in the ordinary course of business and, to the Knowledge of the Shareholder, are not subject to any meritorious defenses or setoffs.

2.5 Tax Returns. All required federal, state and local Tax Returns or appropriate extension requests of GMA have been filed, and all Taxes required to be paid with respect to such Tax Returns have been paid or due provision for the payment thereof has been made. GMA is not delinquent in the payment of any Tax and has not received notice of any Tax deficiency proposed or assessed against it or executed any waiver of any statute of limitations on the assessment or collection of any Tax. No Tax audits by any governmental authority of which GMA has received written notice are pending against GMA.

2.6 Changes. Since March 31, 2015, the Business has been conducted in the ordinary course consistent with past practices except as contemplated by or disclosed in this Agreement. In addition, except as contemplated by this Agreement, since March 31, 2015, GMA has not:

- (a) suffered any damage or destruction (whether or not fully covered by insurance) that has resulted in the discontinuance of operations or otherwise materially and adversely affected the operations, the assets or the Business of GMA;

- (b) other than in the ordinary course of business, granted any increase in the salaries or other compensation payable to or become payable to, or granted any advance (excluding advances for ordinary business expenses) or any increase in, or any addition to, other benefits (including any bonus, profit-sharing, pension or other plan) to which any of GMA's officers, managers, directors or employees may be entitled, or made any payments to any pension, retirement, profit-sharing, bonus or similar plan except payments in the ordinary course of business made pursuant to employee benefit plans or amended or terminated any existing employee benefit plan or arrangement, or adopted any new employee benefit plan or arrangement, other than amendments to existing plans or the adoption of new plans required or made appropriate by law;

- (c) granted any Lien on, or agreed to the imposition of any Lien with respect to, any assets of the Business;

- (d) waived any claims or rights that are of material value (other than settlements of trade accounts in the ordinary course of business);

- (e) sold or otherwise disposed of any assets material to the Business;

- (f) modified, amended, or terminated any of the Material Contracts (as defined in Section 2.11) in any respect materially adverse to the Business, except terminations upon expiration of a Material Contract's term;

- (g) incurred or assumed any Indebtedness outside the course of ordinary business;

(h) executed or consented to any waivers extending the statutory period of limitations with respect to the collection or assessment of any Taxes, or amended any Tax Returns;

(i) entered into any other transactions or agreements that have a material effect on the Business, other than transactions and agreements in the ordinary course of business; or

(j) agreed to do any of the foregoing.

2.7 Real Property. GMA does not own any real property. The real property demised by the lease (the "Lease") delivered to BPS constitutes all of the real property operated or occupied by the Business as of the date hereof (the "Real Property"). GMA has effectively terminated the Lease effective as of May 31, 2015. GMA has provided to BPS a true and correct copy of the Lease, as amended to date.

2.8 Employees. No labor strikes, lockouts or material labor disputes or work stoppages involving employees of GMA are pending or, to the Knowledge of the Shareholder, have been threatened against GMA. To the Knowledge of the Shareholder, no union organizational campaign has occurred with respect to employees of GMA. GMA is not a party to any collective bargaining agreement. GMA is in material compliance with all applicable requirements under the Immigration Reform and Control Act and has in its files copies of completed and signed Form I-9s for all employees to whom the requirement applies.

2.9 Consents. GMA has received the written consent of all Persons required to consent to the transactions contemplated by this Agreement (collectively, the "Consents"), subject to the terms of each such Consent. GMA has provided to BPS true and correct copies of the Consents.

2.10 Litigation; Governmental Proceedings. There are no material actions, lawsuits, arbitrations or other legal, administrative or governmental proceedings or investigations pending or, to the Knowledge of the Shareholder, threatened against GMA or any of its properties, assets or businesses. To the Shareholder's Knowledge, there are no existing circumstances that would reasonably be expected to give rise to any material actions, lawsuits, arbitrations or other legal, administrative or governmental proceedings against GMA. GMA is not subject to any material judgment, order or decree of any court or any governmental agency or instrumentality.

2.11 Contracts. Attached hereto as **Schedule 1** is a true and complete list of every material contract to which GMA is or will be a party as of the Closing Date. Each contract is in full force and effect, is the binding and legal obligation of each party thereto and no default exists in any material respect in any of their terms by any party thereto. A true and correct copy of each of the written contracts and an accurate summary of each of the oral contracts has been provided to BPS.

2.12 Broker Commission. No Person has or will have, as a result of any act by Shareholder or any of its Affiliates, any right, interest or valid claim against BPS or GMA for any commission, fee or other compensation as a finder or broker, or in any similar capacity, in connection with the transactions contemplated by this Agreement.

2.13 Shareholder's Knowledge. In determining whether or not to vote his Shares to merge GMA with and into BPS, Shareholder acknowledges that Shareholder is the CEO and sole Director of GMA and has had the opportunity to make a full and complete investigation of all facts and circumstances surrounding GMA and its business.

2.14 Untrue Statements and Omissions. To the knowledge of the Shareholder, no representation or warranty by the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the representations or statements contained herein not misleading.

3. Indemnification by Shareholder. Shareholder hereby agrees to indemnify and hold harmless BPS against and in respect of any and all loss, injury, damage, deficiency, cost or expense resulting from or arises out of or is based upon (i) any breach of any agreements herein or the inaccuracy of any warranties and representations made under this Agreement, (ii) any and all liabilities (other than liabilities for medical malpractice claims) of GMA arising prior to the Closing Date and not specifically agreed to by BPS, and (iii) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing. In the event any demands or claims are asserted against BPS or GMA (the "indemnified party") or any actions, suits or proceedings are commenced against the indemnified party for which Shareholder is obligated to indemnify under this Section 3, then the indemnified party shall give timely notice thereof to Shareholder in order to permit Shareholder the necessary time to evaluate the merits of such demand, claim, action, suit or proceeding and defend, settle or compromise the same so that Shareholder's interests are not materially prejudiced; and, in the event the indemnified party fails to provide such timely notice, Shareholder shall have no liability whatsoever to indemnify and defend the indemnified party from such demand, claim, action, suit or proceeding.

4. BPS' Representations. BPS represents and warrants to Shareholder as follows:

4.1 Organization of BPS. BPS is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has the requisite power and authority to carry on its business in all material respects as it is now being conducted or as contemplated in accordance with this Agreement.

4.2 Capacity. BPS has full legal capacity to enter into and perform its obligations under this Agreement.

4.3 Legal Actions and Government Proceedings. There is no legal action or lawsuit, arbitration, or other legal, administrative, or governmental proceeding or investigation pending or, to the knowledge of BPS, threatened against BPS, which in any way adversely affects or prevents the merger of GMA with and into BPS hereunder.

4.4 Breach of Agreements. The execution, delivery, and performance of this Agreement by BPS will not result in a breach or violation of or constitute a default by BPS under any agreement, instrument or order to which BPS is a party or by which BPS is bound.

5. **Closing.** The closing of the Merger contemplated hereby (the "Closing") shall be held on the date hereof or at such other time as shall be mutually agreed upon by the parties hereto (the actual date of the Closing being herein referred to as the "Closing Date"). At the Closing, the following actions shall be taken:

5.1 **Payment.** BPS shall make payment of the Merger Consideration by delivering to the Shareholder a certified or cashier's check in the amount of Two Hundred Fifty Thousand dollars (\$250,000) and a Promissory Note for One Hundred Twenty-Five Thousand dollars (\$125,000);

5.2 **Employment Agreements.** BPS will enter into (i) the Employment Agreement with the Shareholder and (ii) its standard Bluestone employment contracts with all other GMA providers.

6. **Closing Conditions.** The obligation of BPS to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of each of the following conditions:

6.1 BPS will have completed its due diligence and investigation of the Business and the assets and found them to be acceptable to BPS. In connection with BPS's performance of its due diligence and investigation, GMA will give BPS access to the Business, its books and records, and the assets, and will cooperate with and assist BPS as BPS may reasonably request.

6.2 The representations and warranties set forth in Section 2 will be true and correct in all material respects at and as of the Closing Date.

6.3 BPS will have entered into an agreement with the Shareholder wherein the Shareholder agrees to be retained by GMA as an employee for a period of 3 years after the Closing Date for the compensation described in Section 1.1.

6.4 GMA and the Shareholder will have operated the Business in the ordinary course up to and including the Closing Date.

6.5 Uniform Commercial Code lien search as to GMA's Business and personal property showing the Business and personal property to be free and clear of all liens other than liens to be released prior to or from the proceeds of Closing.

6.6 BPS shall have received copies of all current licenses held by GMA, which indicate that the Business holds all licenses required for its current operations.

7. **Documents Delivered by GMA to BPS:**

7.1 **Closing Date.** On the Closing Date, GMA and the Shareholder will deliver to BPS the following items:

- (a) Certificates representing the Shares.
- (b) Employment Agreements with BPS.

(c) A certificate dated the Closing Date and signed by the Shareholder certifying as to (i) the articles of incorporation of GMA; (ii) the bylaws of GMA; (iii) resolutions of the board of directors and Shareholders of GMA authorizing the execution, delivery and performance of actions required under this Agreement.

(d) Certificates of good standing of GMA issued as of a recent date by the Secretary of State of Florida.

(e) Such other certificates, instruments, and documents as BPS or its counsel may reasonably request.

7.2 After Closing Date. After the Closing Date, the Shareholder agrees to furnish any other document reasonably requested by BPS to complete the transfers required by the terms of this Agreement.

8. Certain Covenants of the Parties.

8.1 Cooperation. After the Closing, upon reasonable written notice, each party shall, and shall cause its Affiliates to, furnish to the other parties and such other parties' officers, employees, agents, and representatives access, during normal business hours, to such information in its or its Affiliates' possession or control relating to GMA, the Business, its assets and its assumed liabilities and to its and its Affiliates' personnel, in each case as is reasonably necessary for preparation of Tax Returns, accounting matters, and other reasonably appropriate purposes; provided, however, that such access shall not unreasonably disrupt the normal operations of any party or any Affiliate thereof and shall be subject to the confidentiality obligations set forth in Section 8.2.

8.2 Confidentiality. BPS acknowledges that the information provided to it by GMA or the Shareholder is subject to the terms of the Confidentiality Agreement, dated as of February 17, 2015, executed by BPS (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. The Confidentiality Agreement shall remain in full force and effect after the Closing as to all confidential information that is not primarily related to GMA, its assets, the assumed Liabilities, the Shares or the Business. The Shareholder will keep confidential and cause its Affiliates to keep confidential all non-public information primarily related to the Business, GMA, the assumed liabilities and the assets, except disclosures required by law or administrative process (including disclosures required in Tax Returns and in other governmental filings) and disclosures in the defense of any Third Party Claim, provided, that Shareholder shall provide BPS with reasonable notice of any required disclosure, to the extent practicable, and except for information (i) which becomes public other than as a result of a breach of this Section 8.2 by Shareholder, (ii) which is disclosed by GMA or any of its Affiliates in the defense of any claim by BPS or any of its Affiliates against GMA or any of its Affiliates; or (iii) which came to be known by or available to GMA or its Affiliates other than by reason of GMA's prior operation of the Business or ownership of the assets.

8.3 Consents. BPS and the Shareholder acknowledge that all consents required in connection with the transactions contemplated by this Agreement have not been obtained as of the date hereof. The Shareholder shall have no liability to BPS or its Affiliates arising out of the

failure to obtain any such consents. The Shareholder and BPS will, and BPS will cause GMA to, cooperate in a reasonable manner in connection with efforts to obtain any such consents; provided, however, that such cooperation shall not include any requirement that the Shareholder expend money or offer or grant any accommodation (financial or otherwise) to any third party.

8.4 No Representations or Warranties. BPS acknowledges that none of the Shareholder's or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding GMA, the Business, the assets, the assumed liabilities or the Shares not expressly contained in this Agreement, and none of the Shareholder or any other Person will have or be subject to any liability to BPS or any other Person resulting from BPS's use of or reliance on any such information, except as expressly provided in this Agreement. In determining to proceed with the transactions contemplated by this Agreement and the other transactions referred to in this Agreement, BPS acknowledges that, except for the covenants, representations and warranties expressly set forth in this Agreement, BPS is not relying, and has not relied, on any covenants, representations or warranties of the Shareholder.

9. Restrictive Covenant. Shareholder agrees for a period of two (2) years after the Closing Date that he will not, in any manner, directly or indirectly, as an officer, director, stockholder, member, partner, associate, employee, consultant, owner, agent, creditor, or otherwise, become or be interested in any business which competes with the Business being acquired by BPS through this Agreement. BPS will be entitled, in addition to any other right and remedy it may have at law or in equity, to an injunction, without posting any bond or other security, enjoining or restraining the Shareholder from any violation of this Section 9 and the Shareholder hereby consents to the issuance of such injunction. If any of the rights or restrictions contained herein will be deemed unenforceable for any reason, including the extent, duration or geographical scope, the parties request the court considering the matter to restrict the scope of this Section 9 and enforce it to the full extent permitted by law. This Section 9 will survive the Closing Date. The Shareholder will be obligated to pay the costs and expenses incurred by BPS in the enforcement of this Section 9.

10. Miscellaneous

10.1 The terms defined in this Section 10.1 shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined:

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"Material Adverse Effect" shall mean any condition, change, effect or circumstance which (a) has or is likely to have a material adverse effect on the business, operations, financial condition or properties of GMA or the Business or (b) materially impairs the ability of any party to consummate the transactions contemplated by this Agreement.

"Taxes" shall mean all taxes, charges, fees and periodic deposits levied, assessed, imposed, due or otherwise owed to any governmental agency with respect to periods prior to the Closing, including without limitation federal and state income,

excise, withholding, federal insurance contribution, sales, use, franchise, license, unemployment and property taxes.

10.2 The representations and warranties made by the parties hereunder will survive the consummation of the transactions completed on the Closing Date.

10.3 The parties will execute and deliver such further documents as may be necessary to implement, complete, and consummate this Agreement.

10.4 This Agreement and the accompanying schedules and exhibits constitute the entire understanding between the parties relating to the sale of the Shares of GMA and supersede all prior written, oral, or implied agreements between them relating to that subject. No change, termination or attempted waiver of any of the provisions hereof will be binding on any of the parties hereto unless in writing and signed by an authorized officer of that party or other authorized representative of that party.

10.5 In the event any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

10.6 This Agreement will be interpreted in accordance with the laws of the State of Florida and the rights and obligations of the parties hereunder will be governed by such laws.

10.7 Any notice, request, instruction, or consent to be given to either party hereunder will be in writing and delivered personally or sent by certified mail, postage prepaid, as follows:

If to the Shareholder:

James R. Cummings, M.D.
27297 Charlick Road
Brooksville, FL 34602
Email: jamesrcummings@att.net

With copy to: *(Not for service of process.)*

William R. Huseman, Esq.
9957 Moorings Drive, Suite 201
Jacksonville, FL 32257
Email: whuseman@jaxattys.com

If to BPS:

Bluestone Physician Services Florida, LLC
270 North Main Street
Suite 300
Stillwater, MN 55082
Attn.: Timothy Koehler, President
Email: tim.koehler@bluestonemd.com

10.8 Except as otherwise expressly provided for herein, each party shall pay all of its own expenses (including attorneys' and accountants' fees) in connection with the negotiation of this Agreement, the performance of its respective obligations under this Agreement and the consummation of the transactions contemplated hereby. All fees and expenses of any counsel retained by the Shareholder or GMA shall be paid by the Shareholder.

10.9 This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument. Facsimile and PDF signatures shall be deemed to be authentic upon receipt.

Signature page to follow:

May. 8. 2015 9:02AM

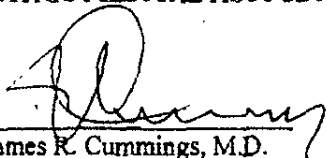
No. 2809 P. 2

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and Plan of Merger as of the date written above.

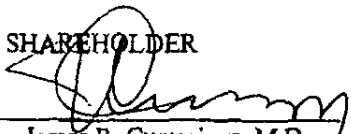
BLUESTONE PHYSICIAN SERVICES
FLORIDA, LLC

By _____
Todd Stivland, M.D.
CEO

GERIATRIC MEDICAL ASSOCIATES, INC.

By 
James R. Cummings, M.D.
President

SHAREHOLDER


James R. Cummings, M.D.

**BLUESTONE PHYSICIAN SERVICES
FLORIDA, LLC**

GERIATRIC MEDICAL ASSOCIATES, INC.

SHAREHOLDER

James R. Cummings, M.D.