

Division of Corporations

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MERGER OR SHARE EXCHANGE

Leon Medical Centers, Inc.

Certificate of Status	1
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**ARTICLES OF MERGER
OF
TWENTY SEVENTH AND FIRST, INCORPORATED
WITH AND INTO
LEON MEDICAL CENTERS, INC.**

These Articles of Merger provide for the merger of Twenty Seventh and First, Incorporated, a Florida corporation, document number P95000054895 (the "Non-surviving Entity") with and into Leon Medical Centers, Inc., a Florida corporation, document number M35675 (the "Surviving Entity").

The Non-surviving Entity and the Surviving Entity hereby state and certify as follows, pursuant to the requirements of Section 607.1105 of the Florida Business Corporation Act (the "Florida Act"):

ARTICLE I: PLAN OF MERGER

Attached as Exhibit A hereto is the Agreement and Plan of Merger (the "Plan of Merger") between the Non-surviving Entity and the Surviving Entity, pursuant to which the Non-surviving Entity shall merge with and into the Surviving Entity, with the Surviving Entity emerging as the surviving business entity (the "Merger").

ARTICLE II: EFFECTIVE DATE

The Merger of the Non-surviving Entity with and into the Surviving Entity shall become effective on the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Date").

ARTICLE III: ADOPTION OF PLAN OF MERGER

The Plan of Merger was duly and unanimously authorized, approved and adopted by the Board of Directors of the Surviving Entity and by the voting shareholders of the Surviving Entity, by written consent thereto, dated as of September 27, 2011 in accordance with Section 607.1103 of the Florida Act.

The Plan of Merger was duly and unanimously authorized, approved and adopted by the sole shareholder and director of the Non-surviving Entity, by written consent thereto, dated as of September 27, 2011 in accordance with Section 607.1103 of the Florida Act.

These Articles of Merger may be executed in separate counterparts or counterpart signature pages, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed and delivered these Articles of
Merger as of September 29, 2011.

NON-SURVIVING ENTITY:

TWENTY SEVENTH AND FIRST,
INCORPORATED, a Florida corporation

By: 

Benjamin Leon, Jr., President

SURVIVING ENTITY:

LEON MEDICAL CENTERS, INC., a Florida
corporation

By: 

Benjamin Leon Jr., Executive Chairman
of the Board

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EXHIBIT "A"

PLAN OF MERGER

(Attached hereto and made a part hereof.)

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") relates to the merger of each of Twenty Seventh and First, Incorporated, a Florida corporation (the "Non-surviving Entity") with and into Leon Medical Centers, Inc., a Florida corporation (the "Surviving Entity").

WHEREAS, the Non-surviving Entity and the Surviving Entity wish to enter into a merger agreement pursuant to which the Non-surviving Entity will merge with and into the Surviving Entity and the Surviving Entity will be the surviving business entity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. Non-surviving Entity. The name and jurisdiction of formation of the Non-surviving Entity are as follows:

Name of Entity**State of Formation**

Twenty Seventh and First, Incorporated

Florida

2. Surviving Entity. The name and jurisdiction of formation of the Surviving Entity are as follows:

Name of Entity**State of Formation**

Leon Medical Centers, Inc.

Florida

3. The Merger. Subject to the terms and conditions of this Agreement and in accordance with Section 607.1101 of the Florida Business Corporation Act (the "Florida Act"), at the "Effective Date," as hereinafter defined, the Non-surviving Entity shall merge with and into the Surviving Entity (the "Merger"). Upon consummation of the Merger, the separate existence of the Non-surviving Entity shall cease and the Surviving Entity shall be the surviving business entity in the Merger.

4. Effective Date and Time of the Merger. The Merger shall become effective as of the date on which the articles of merger substantially in the form attached hereto as Exhibit A, by and between the Non-surviving Entity and the Surviving Entity, are filed with the Department of State of the State of Florida (the "Effective Date").

5. Cancellation of Shares and Assumption of Obligations. As of the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Entity or the Non-surviving Entity, all outstanding shares of the Non-surviving Entity shall be cancelled and all outstanding shares of the Surviving Entity shall remain. Each shareholder of the Surviving Entity shall hold the same number of outstanding shares immediately prior to the Effective Date and immediately after the Merger. All outstanding debt instruments and other obligations of the

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Non-surviving Entity, if any, shall convert to debt instruments and obligations, respectively, of the Surviving Entity.

6. Effects of the Merger. At and after the Effective Date, the Merger shall have the effects set forth in Section 607.1106 of the Florida Act.

7. Articles of Incorporation the Surviving Entity and Bylaws. As of the Effective Date, the Articles of Incorporation, as amended, of the Surviving Entity will not differ from its Articles of Incorporation, as amended, immediately prior to the Merger. The Amended and Restated Bylaws, as amended, of the Surviving Entity as in effect on the Effective Date shall be the bylaws of the surviving business entity.

8. Compliance Agreement. The Non-surviving Entity shall from time to time, as and when requested by the Surviving Entity, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

9. Termination. This Agreement may be terminated at any time prior to the Effective Date, whether prior to or after approval by either party's respective board of directors or shareholders, as applicable, effective upon and pursuant to the written consent of board of directors of the Surviving Entity and the written consent of the board of directors of the Non-surviving Entity.

10. Effect of Termination. If this Agreement is terminated as provided in Section 9 above, this Agreement shall forthwith become void and have no effect, without liability of any kind being attributed to the Surviving Entity or the Non-surviving Entity, or any of their respective directors, officers, or shareholders, as applicable.

11. Amendment. This Agreement may not be amended except by an instrument signed by each party hereto.

12. Governing Law. This Agreement is governed by the laws of the State of Florida.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 27th day of September, 2011.

NON-SURVIVING ENTITY:

T W E N T Y S E V E N T H A N D F I R S T ,
I N C O R P O R A T E D , a Florida corporation

By: 

Benjamin Leon, Jr., President

SURVIVING ENTITY:

LEON MEDICAL CENTERS, INC., a Florida corporation

By: 

Benjamin Leon Jr., Executive Chairman
of the Board

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