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(1941-1988)

\*NOT ADMITTED  
IN FLORIDA

VIA FEDERAL EXPRESS

March 9, 2001

Division of Corporations  
Department of State  
State of Florida  
409 E. Gaines Street  
Tallahassee, Florida 32399

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-03/12/01--01128--012  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

Re: Community Healthcare/CenterOne

Dear Madam or Sir:

Enclosed are an original and one (1) copy of the Articles of Merger and attached Agreement and Plan of Merger for the Not for Profit Corporations Community Healthcare of Broward, Inc. and CenterOne, Inc. These are being submitted in compliance with Section 617.1105 of the Florida Statutes along with a cashiers check in the amount of \$78.75 made payable to the Florida Department of State for the filing fee and one (1) certified copy. Please return the certified copy in the enclosed self addressed stamped envelope.

Sincerely,

  
Martin I. Kalish, M.D.

MIK:jl  
Enclosures

Merger  
3-19-01  
MS

FILED  
01 MAR 12 AM 8:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**  
**Merger Sheet**

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**MERGING:**

**CENTERONE, INC., a Florida corporation, N05787**

**INTO**

**COMMUNITY HEALTHCARE OF BROWARD, INC., a Florida entity,**  
**N96000006191**

**File date: March 12, 2001**

**Corporate Specialist: Doug Spitler**

# ARTICLES OF MERGER

(Not For Profit Corporations)

**FILED**  
01 MAR 12 AM 8:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act pursuant to section 617.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

**Community Healthcare of Broward, Inc. Broward County, Florida**

**Second:** The name and jurisdiction of the merging corporation:

Name

Jurisdiction

**CenterOne, Inc.**

**Broward County, Florida**

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on March 13, 2001.

**Fifth:** Adoption of merger by surviving corporation.

There are no members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on MARCH 8, 2001. The number of directors in office was

4. The vote for the plan was as follows: 4

For 0 Against.

**Sixth:** Adoption of merger by merging corporation.

There are no members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on DECEMBER 28, 2000. The number of directors in office was

11. The vote for the plan was as follows: 10

For 1 Against.

**Seventh:** Signatures for each corporation.

Name of Corporation	Signature	Type or Print Name of Individual & Title
Community Healthcare of Broward, Inc.	<u>Steven Steiner</u>	<u>Steven Steiner, Chairman</u>
CenterOne, Inc.	<u>Gregory M. Ray</u>	<u>Gregory M. Ray, Board Chairperson</u>

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Plan of Merger") is entered into this 8<sup>th</sup> day of MARCH 2001 between **COMMUNITY HEALTHCARE OF BROWARD, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 2817 East Oakland Park Boulevard, Suite 302, Ft. Lauderdale, Florida 33306 (hereinafter referred to as "**Community Healthcare**") and **CENTERONE, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 2817 East Oakland Park Boulevard, Suite 200, Ft. Lauderdale, Florida 33306 (hereinafter referred to as "**CenterOne**"). The effective date ("Effective Date") of the merger shall be on the 13th day of March 2001.

### RECITALS:

**WHEREAS**, **Community Healthcare** provides medical services to individuals with HIV and AIDS; and

**WHEREAS**, **CenterOne** provides social services to individuals with HIV and AIDS; and

**WHEREAS**, the Directors of **Community Healthcare** and **CenterOne** have determined that it is in the best interests of their individual purposes to merge **CenterOne** and **Community Healthcare** into a single entity to better provide for the needs of the individuals they serve.

**NOW, THEREFORE**, in consideration of the agreements and mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals stated above are true and correct and incorporated herein by reference.

2. **Surviving Corporation.**

2.1 **CenterOne** shall be the non-surviving corporation ("Non-Surviving Corporation") and all references in this plan of merger to the "Non-Surviving Corporation" shall be to **CenterOne**.

2.2 **Community Healthcare** shall be the surviving corporation ("Surviving Corporation") and shall continue under the name **Community Healthcare / CenterOne**. **Community Healthcare** shall become the owner, without other transfer, of all of the rights, property and assets of the constituent corporations and **Community Healthcare** shall become subject to all the debts and liabilities of the constituent corporations in the same manner as if **Community Healthcare** had incurred them. All references in this Plan of Merger to "Surviving Corporation" shall be to **Community Healthcare**.

3. **Principal Office.** The principal office of the Surviving Corporation at 2817 East Oakland Park Boulevard, Suite 302, Ft. Lauderdale, Florida 33306, shall remain the principal office of the corporation following the merger

4. **Objects and Purposes.** The Surviving Corporation shall continue to provide the same services as were carried out by the Non-Surviving Corporation and the Surviving Corporation prior to the merger.

5. **Management.**

5.1 The Articles of Incorporation of **Community Healthcare** shall continue to be its Articles of Incorporation following the Effective Date of the merger, until the same shall be amended.

5.2 The Bylaws of **Community Healthcare** shall be and remain the Bylaws of the Surviving Corporation until altered, amended or repealed.

5.3 The directors of **Community Healthcare** in office on the Effective Date of the merger shall continue in office and shall constitute the directors of **Community Healthcare / CenterOne** until their respective successors or additional directors are considered from the

directors of **CenterOne** and other sources and appointed and qualified.

**6. Rights, Privileges, etc.**

6.1 On the Effective Date of the merger, **Community Healthcare** shall possess all the rights, privileges, immunities, powers, and franchises of a public and private nature, and shall be subject to all of the restrictions, disabilities and duties of the Non-Surviving Corporation; and all of the property, real, personal and mixed, and all debts due on whatever account, and all other choices in action and all and every other interest of or belonging to or due to the Non-Surviving Corporation shall be deemed to be transferred to and vested in **Community Healthcare** without further act or deed, and the title to any property or any interest therein, vested in the Non-Surviving Corporation shall not revert or be in any way impaired by reason of the merger.

6.2 On the Effective Date of the merger, **Community Healthcare** shall be deemed responsible and liable for all of the liabilities and obligations of the Non-Surviving Corporation and any claims existing by or against the Non-Surviving Corporation may be prosecuted to judgment as if the merger had not taken place, or **Community Healthcare** may be substituted in place of the Non-Surviving Corporation. The rights of the creditors shall not be impaired by this merger. **Community Healthcare** shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with the outstanding obligations of the Non-Surviving Corporation.

**7. Expenses of Merger.** **Community Healthcare** shall pay all the expenses of accomplishing the merger.

**8. Subsequent Acts.** If at any time **Community Healthcare** shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in **Community Healthcare** the title to any property or rights of the Non-Surviving Corporation or to otherwise carry out the provisions hereof, the proper directors of the Non-Surviving Corporation as of the Effective Date of the merger shall execute and deliver any and all proper assignments and assurances of law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in **Community Healthcare** and to otherwise

carry out the provisions hereof.

IN WITNESS WHEREOF, the directors, or a majority thereof, of **Community Healthcare** and the directors, or a majority thereof, of **CenterOne** have executed this Plan of Merger on the day and year first written above.

**COMMUNITY HEALTHCARE OF BROWARD, INC.**

**("COMMUNITY HEALTHCARE")**

Steven Steiner

Director

Richard M. McKenney

Director

Thomas A. Lewis

Director

[Signature]

Director

**CENTERONE, INC.**

**("CENTERONE")**

Gregory M. Ray

Director

Margaret J. Gurnea

Director

L. Buckley

Director

Robert M. Jones

Director

[Signature]

Director



William C. Jernigan  
Director

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Director

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