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TAMPA, FLORIDA 33601-0071

May 22, 2001

*BOARD CERTIFIED TAX LAWYER
**BOARD CERTIFIED WILLS, TRUSTS & ESTATES LAWYER

Via Certified Mail #7106 4575 1292 0198 4939
Return Receipt Requested

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

**Re: Articles of Merger of Enrique Lopez-Cuenca, M.D., P.A.
into Pupello & Lopez -Cuenca, M.D.'s, P.A.
Our File No. 1950.00-2414**

100004316291-5
-05/25/01-01014-001
*****78.75 *****85.00

100004316291-8
-05/25/01-01019-004
*****78.75 *****78.75

100004316291-5
-05/25/01-01014-001
*****78.75 *****78.75

Dear Sir or Madam:

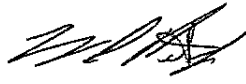
Please find enclosed duplicate original Articles of Merger and one original and one copy of the Plan of Merger for the merger of Enrique Lopez-Cuenca, M.D., P.A. into Pupello & Lopez-Cuenca, M.D.'s, P.A.

Please file the Articles of Merger and Plan of Merger, obtain a certified copy, send the confirming certified copy and a date stamped original of the Articles of Merger by regular mail back to us in the enclosed stamped, self-addressed envelope. I enclose our firm's check in the amount of \$78.75 made payable to the Florida Department of State to cover your costs for this service.

Thank you for your prompt attention to this matter. Please do not hesitate to call me if you have any questions.

*Merger
6-4-01
DHS*

Sincerely,



Tommy D. Permenter, Jr.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

01 MAY 25 AM 11:48

FILED

TDP
Enclosures
135661

ARTICLES OF MERGER
Merger Sheet

MERGING:

ENRIQUE LOPEZ-CUENCA, M.D., P.A., a Florida corporation, P00000117950

INTO

PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A., a Florida entity, P00000117706

File date: May 25, 2001

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER
OF
ENRIQUE LOPEZ-CUENCA, M.D., P.A.
(a Florida professional service corporation)

FILED
01 MAY 25 AM 11:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

INTO
PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.
(a Florida professional service corporation)

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act (the "FBCA"), **PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.**, a Florida professional service corporation (the "Surviving Company ") and **ENRIQUE LOPEZ-CUENCA, M.D., P.A.**, Florida professional service corporation (the "Merged Company"), do hereby adopt the following Articles of Merger for the purposes of merging into one Florida professional service corporation:


1. **Plan of Merger.** The Plan of Merger is attached hereto as Exhibit "A."
2. **Effective Date.** The Effective Date of the Merger shall be the date on which these Articles of Merger are filed with the Department of State of the State of Florida.
3. **Approval.** The Merger has been approved unanimously by the sole holder of all issued and outstanding shares of stock entitled to vote thereon of the Surviving Company and by the sole holder of all of issued and outstanding shares of stock entitled to vote thereon of the Merged Company, in the manner and form prescribed under the FBCA and in accordance to the respective bylaws of each such constituent corporation on April 30th, 2001.

[INTENTIONALLY LEFT BLANK--
SIGNATURES ON FOLLOWING PAGE]

Prepared and filed by:
William Kalish, Esq.
Kalish & Ward, P.A.
101 E. Kennedy Blvd., Ste. 4100
Tampa, FL 33602
Tel No.: (813) 222-8700
Fax No: (813) 222-8701
Florida Bar No. 216712

IN WITNESS WHEREOF, the undersigned, being the proper officers of **PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.**, a Florida professional service corporation, and **ENRIQUE LOPEZ-CUENCA, M.D., P.A.**, a Florida professional service corporation, pursuant to the authorization of their respective Board of Directors, have executed these Articles of Merger this 30 day of April, 2001.

PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.

By: 
Dennis F. Pupello, President

ENRIQUE LOPEZ-CUENCA, M.D., P.A.

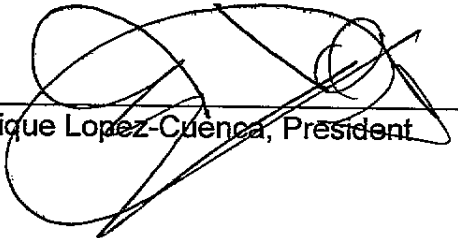
By: 
Enrique Lopez-Cuenca, President

Exhibit A

PLAN OF MERGER
for the merger of
ENRIQUE LOPEZ-CUENCA, M.D., P.A.
with and into
PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.
under the name of
PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.

This is a Plan of Merger (the "Plan") between **ENRIQUE LOPEZ-CUENCA, M.D., P.A.**, a Florida professional service corporation (the "Merging Company"), and **PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.**, a Florida professional service corporation (the "Surviving Company").

ARTICLE I
PLAN OF MERGER

1.1 **Merging Company.** The name, address and jurisdiction of organization and governing law of the Merging Company are:

<u>NAME AND ADDRESS</u>	<u>JURISDICTION AND GOVERNING LAW</u>
Enrique Lopez-Cuenca, M.D., P.A. 3001 West Martin Luther King Jr. Blvd. Second Floor Tampa, Florida 33607	Florida

1.2 **Surviving Company.** The name, address and jurisdiction of organization and governing law of the Surviving Company are:

<u>NAME AND ADDRESS</u>	<u>JURISDICTION AND GOVERNING LAW</u>
Pupello & Lopez-Cuenca, M.D.'s, P.A. 3001 West Martin Luther King Jr. Blvd. Second Floor Tampa, Florida 33607	Florida

1.3 **Plan Adopted.** The plan of merger, which was approved by the Board of Directors of the Merging Company and the Surviving Company, is adopted as follows:

(a) Enrique Lopez-Cuenca, M.D., P.A. shall be merged with and into Pupello & Lopez-Cuenca, M.D.'s, P.A. to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Company shall be Pupello & Lopez-Cuenca, M.D.'s, P.A.

(c) When this plan shall become effective, the separate corporate existence of the Merging Company shall cease, and the Surviving Company shall succeed, without other transfer, to all the rights and property of the Merging Company and shall be subject to all the debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each constituent entity shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Company will carry on business with the assets of the Merging Company, as well as with the assets of Pupello & Lopez-Cuenca, M.D.'s, P.A.

(e) The shareholders of the Merging Company will surrender all of their shares of common stock in the manner hereinafter set forth.

(f) In exchange for the shares of Enrique Lopez-Cuenca, M.D., P.A. Corporation surrendered by its sole shareholder, the Surviving Company will issue and transfer to the sole shareholder, shares of the Class B (Non-voting) common stock, on the basis set forth in Article 4 below, in the Surviving Company.

(g) The sole shareholder of Pupello & Lopez-Cuenca, M.D.'s, P.A. will retain all of his Class A (Voting) common stock and Class B (Non-voting) common stock of the Surviving Company.

(h) The Articles of Incorporation of Pupello & Lopez-Cuenca, M.D.'s, P.A., as existing on the Effective Date as defined below, of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

1.4 **Effective Date.** The effective date of the merger (Effective Date) shall be the date when the Articles of Merger are filed by the Florida Department of State.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 **Merging Company.** As a material inducement to the Surviving Company to execute this Plan and perform its obligations under this Plan, the Merging Company represents and warrants to the Surviving Company as follows:

(a) The Merging Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Merging Company has authorized 100,000 shares of common stock, with a par value \$.01 per share, of which 1,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Plan.

2.2 **Surviving Company.** As a material inducement to the Merging Company to execute this Plan and perform its obligations under this Plan, the Surviving Company represents and warrants to the Merging Company as follows:

(a) The Surviving Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Surviving Company has authorized 100,000 shares of Class A (Voting) common stock, with a par value \$.001 per share, of which 1,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Plan. The Surviving Company has authorized 900,000 shares of Class B (Non-voting) common stock, with a par value \$.001 per share, of which 18,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Plan.

ARTICLE III SUBMISSION TO SHAREHOLDERS

This Plan shall be submitted separately to the shareholders of the Merging Company and the Surviving Company in the manner provided by the laws of the State of Florida for approval.

ARTICLE IV MANNER OF CONVERTING SHARES

4.1 **Manner.** The Merging Company will transfer its assets to the Surviving Company in exchange for the Surviving Company's assumption of the Merging Company's liabilities and the Merging Company's receipt of an interest in the items of income, gain, deduction, or loss of the Surviving Company, such interest represented by shares of Class B (Non-voting) common stock in the Surviving Company, followed by a distribution of the shares of Class B (Non-voting) common stock by the Merging Company to the holders of shares of the common stock of the Merging Company in complete liquidation of the Merging Company. The shares of Class B (Non-voting) common stock distributed to the shareholders of the Merging Company shall be in complete liquidation of the Merging Company and will be treated as in full payment in exchange for the Merging Company's shares of its common stock.

4.2 **Basis.** The sole shareholder of the Merging Company shall surrender all 1,000 shares of the issued and outstanding shares of Merging Company common stock to the Surviving Company on or promptly after the Effective Date, in exchange for 9,000 shares of Class B (Non-voting) common stock of the Surviving Company to which he is entitled under this Article 4.

4.3 **Class B common stock of Survivor.** The Surviving Corporation is authorized to issue 9,000 shares of Class B (Non-voting) common stock to the sole shareholder of the Merging Company.

4.4 **Capital stock after the merger.** After the Effective Date of the merger and after the exchange and issuance of shares contemplated herein, the capital stock of the Surviving Corporation shall be as follows:

<u>Class</u>	<u>Authorized</u>	<u>Issued</u>	<u>Shareholders</u>
A (Voting) common stock	100,000	1,000	Dennis F. Pupello (1,000)
B (Non-voting) common stock	900,000	27,000	Dennis F. Pupello (18,000) Enrique Lopez-Cuenca (9,000)

ARTICLE V **ARTICLES OF INCORPORATION**

The Articles of Incorporation of **PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.**, as existing on the Effective Date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Company.

ARTICLE VII **MISCELLANEOUS PROVISIONS**

7.1 **Further Assurances.** The Merging Company agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all documents relevant to the merger. The Merging Company further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in this Plan, and otherwise to carry out the intent and purposes of this Plan.

7.2 **Notices.** Any notice or other communication required or permitted under this Plan shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed as follows:

(a) In the case of the Merging Company

To: Enrique Lopez-Cuenca, M.D., P.A.
3001 West Martin Luther King Jr. Blvd.
Second Floor
Tampa, Florida 33607

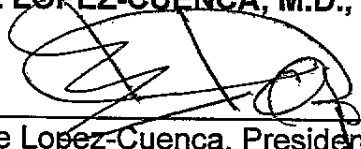
(b) In the case of the Surviving Company

To: Pupello & Lopez-Cuenca, M.D.'s, P.A.
3001 West Martin Luther King Jr. Blvd.
Second Floor
Tampa, Florida 33607

7.3 **Controlling Law.** The validity, interpretation, and performance of this Plan shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Plan was executed on this 2 day of May, 2001.

ENRIQUE LOPEZ-CUENCA, M.D., P.A.

By: 
Enrique Lopez-Cuenca, President

(the "Merging Company")

PUPELLO & LOPEZ-CUENCA, M.D.'S, P.A.

By: 
Dennis F. Pupello, President

(the "Surviving Company")