

# P030000016330

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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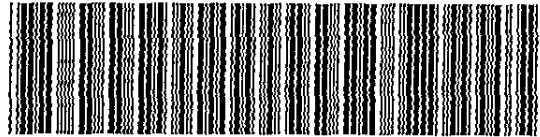
(Business Entity Name)

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FILED  
03 MAY 23 PM 12:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

T BROWN JUN - 3 2003

Merger

LONNIE L. SIMMONS, P. A.

Attorney at Law

Suite 302, 3000 Langley Avenue  
Pensacola, Florida 32504

(850) 474-0886

February 18, 2003

Corporate Records Bureau  
Division of Corporations  
Department of State  
Post Office Box 6327  
Tallahassee, Florida 32314

RE: Articles of Merger of Charles Thomas Hutchins, D.C., P.A.

Dear Sir/Madam:

I have enclosed for filing the original and one copy of the Articles of Merger of Charles Thomas Hutchins, D.C., P.A. I have also enclosed a check payable to the Secretary of State in the amount of \$35.00 to cover the costs of filing the Articles of Merger.

Please file the Articles of Merger and return a copy to me at the above address. If there are any problems, please do not hesitate to call. Your assistance and cooperation is appreciated.

Sincerely,



Lonnie L. Simmons

LLS\kbb

Enclosures



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

April 23, 2003

LONNIE L. SIMMONS, P.A.  
3000 LANGLEY AVENUE  
SUITE 302  
PENSACOLA, FL 32504

SUBJECT: MEDICAL CARE CENTER OF FORT WALTON BEACH, INC.  
Ref. Number: P03000016330

We have received your document for MEDICAL CARE CENTER OF FORT WALTON BEACH, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Your document is being returned as I have had no further communication with you since our phone call of April 8, 2003.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6869.

Teresa Brown  
Document Specialist

Letter Number: 603A00024691



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

June 3, 2003

LONNIE L. SIMMONS, P.A.  
3000 LANGLEY AVENUE  
SUITE 302  
PENSACOLA, FL 32504

SUBJECT: MEDICAL CARE CENTER OF FORT WALTON BEACH, INC.  
Ref. Number: P03000016330

We have received your document for MEDICAL CARE CENTER OF FORT WALTON BEACH, INC. and your check(s) totaling \$35.00. However, the document has not been filed and is being retained in this office for the following:

Please accept our apology for failing to mention this in our previous letter.

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

There is a balance due of \$35.00.

Please return a copy of this letter with the additional money.

If you have any questions concerning the filing of your document, please call (850) 245-6869.

Teresa Brown  
Document Specialist

Letter Number: 103A00034741

ARTICLES OF MERGER

FILED  
03 MAY 23 PM 12:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

[1] The undersigned Corporations, being validly and legally formed under the laws of the State of Florida have adopted a Plan of Merger.

[2] The name of the surviving corporation is MEDICAL CARE CENTER OF FORT WALTON BEACH, INC.

[3] The Plan of Merger of the undersigned corporations was adopted pursuant to Section 607 of the Florida Statutes and the Merger is to take place on March 3, 2003.

[4] No changes in the Articles of Incorporation of the surviving corporation has been made.

[5] The Plan of Merger was adopted by the Shareholders and Directors of Charles Thomas Hutchins, D.C., P.A. on February 14, 2003.

[6] The Plan of Merger was adopted by the Shareholders and Directors of Medical Care Center of Fort Walton Beach, Inc. on February 14, 2003.

[7] The Plan of Merger calls for an exchange of the issued shares and shall be effected as outlined in the Plan of Merger.

DATED: February 14, 2003.

ATTEST:

SECRETARY

MEDICAL CARE CENTER OF FORT  
WALTON BEACH, INC., a Florida  
corporation

By:

C. THOMAS HUTCHINS,  
Its President

ATTEST:

  
\_\_\_\_\_  
SECRETARY

CHARLES THOMAS HUTCHINS, D.C.,  
P.A., a Florida corporation

By:   
\_\_\_\_\_

C. THOMAS HUTCHINS,  
Its President

Executed on behalf of the constituent corporation by their officers, sealed with their respective corporation seals, and attested by their respective secretaries pursuant to the authorizations of their respective Board of Directors on the date first above written.

ATTEST:

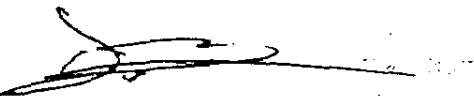
  
\_\_\_\_\_  
SECRETARY

MEDICAL CARE CENTER OF FORT  
WALTON BEACH, INC., ,  
a Florida corporation

By:   
\_\_\_\_\_

C. THOMAS HUTCHINS,  
Its President

ATTEST:

  
\_\_\_\_\_  
SECRETARY

CHARLES THOMAS HUTCHINS, D.C.,  
P.A., a Florida corporation

By:   
\_\_\_\_\_

C. THOMAS HUTCHINS,  
Its President

## AGREEMENT AND PLAN OF REORGANIZATION

This Agreement made this 3rd day of March, 2003, effective the 3rd day of March 2003, by and between CHARLES THOMAS HUTCHINS, D.C., P.A., a Florida corporation (hereinafter referred to as "Hutchins") and MEDICAL CARE CENTER OF FORT WALTON BEACH, INC., a Florida corporation (hereinafter referred to as "Medical Care"),

### WITNESSETH:

WHEREAS, Hutchins desires to transfer to Medical Care and Medical Care desires to acquire from Hutchins all of the assets shown on the attached Exhibit "A" in exchange for 300 shares of the common stock, \$1.00 par value, of Medical Care, all in a transaction which will qualify as a reorganization under section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Hutchins wishes as an integral part of the transaction, to distribute the shares to its shareholders in exchange for their willingness to allow Hutchins to distribute the aforementioned assets to Medical Care.

NOW, THEREFORE, on the basis of the respective representations and warranties set forth in this Agreement, and of the covenants and agreements contained herein, the parties agree as follows:

### **ARTICLE 1. TRANSFER OF BUSINESS ASSETS.**

Subject to the conditions set forth in this Agreement, Hutchins agrees that, at the closing (as defined below) and in the manner provided in this agreement, Hutchins shall transfer and deliver to Medical Care, for the consideration set forth below, all of the business assets shown on the attached

Exhibit "A". The assets shall be transferred subject to all liabilities, obligations, claims, security interests, and encumbrances, if any.

## **ARTICLE 2. CONSIDERATION.**

Subject to the terms of this Agreement and in reliance on the representations and warranties of Hutchins contained herein, Medical Care shall acquire, at the closing, the assets set forth in Article 1 of this Agreement for an aggregate consideration as follows: the delivery to Hutchins of 300 original issue shares of Medical Care common stock, \$1.00 par value, and Medical Care's assumption and agreement to pay or discharge Hutchins' liabilities and obligations with regard to such assets.

## **ARTICLE 3. CLOSING.**

Subject to the conditions set forth in this Agreement, the closing of the transfer and acquisition shall take place at the offices of Lonnie L. Simmons, Attorney at Law, at 1:30 P.M., on the 3rd day of March 2003. At the the closing Hutchins shall deliver to Medical Care such necessary standard form bills of sale, with covenants of warranty, endorsements, assignments and other good and sufficient instruments of transfer and conveyance as in the reasonable opinion of Medical Care's counsel, is necessary. Furthermore, at such closing, Medical Care shall deliver to Hutchins a certificate or certificates, registered in the name of Hutchins, representing 300 shares of common stock, \$1.00 par value, of Medical Care. Medical Care shall pay all sales, transfer, and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Medical Care hereunder.

## **ARTICLE 4. REPRESENTATIONS AND WARRANTIES.**

(a) Hutchins represents and warrants that:



(1) **ORGANIZATION AND GOOD STANDING.** Hutchins is a corporation duly organized, validly existing and in good standing under the laws of Florida, and has corporate power to carry on its business as it is now being conducted. With respect to the property listed in the attached Exhibit "A", Hutchins has good and marketable title to the tangible personal property stated to be owned by it.

(b) Medical Care represents and warrants that:

(1) **ORGANIZATION AND GOOD STANDING.** Medical Care is duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate authority to carry on its business as it is now being conducted. Copies of the Certificate of Incorporation and Bylaws have been delivered to Hutchins and are complete and correct as of the date hereof.

(2) **CAPITALIZATION.** Medical Care's authorized capital stock consists of 2000 2000 shares of common stock, of the par value of \$1.00 per share, of which 300 are issued or outstanding. Upon consummation of the transactions contemplated hereby, the 300 shares of common stock to be received by will be validly issued, fully paid and nonassessible.

**ARTICLE 5.** The parties hereto shall execute any and all additional documents which may be reasonably necessary to carry out the effect and intent of this Agreement.

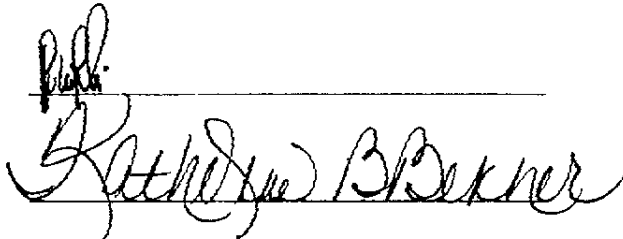
**ARTICLE 6.** This Agreement and any and all further documents, if any, executed incident thereto or pursuant hereto shall be deemed legal documents made under the laws of the State of Florida and for all purposes shall be governed by the laws of the State of Florida. This Agreement constitutes the entire Agreement by and between the parties hereto and supersedes any and all prior negotiations and/or oral or written agreements, if any, by and between the parties. This Agreement

shall be binding upon and inure to the benefit of the executors, administrators, successors and assigns of each of the parties hereto.

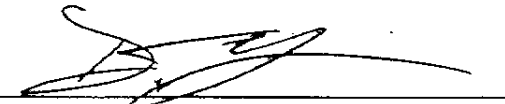
**ARTICLE 7.** Either party may apply to any competent court with jurisdiction for the enforcement of the provisions of this Agreement; and in the event either party is required to sue on this Agreement or otherwise pursue enforcement of the terms hereof, the prevailing party shall be entitled to expenditures reasonably made to enforce the terms and provisions of this Agreement, including attorney's fees from the other party.

Executed this 3rd day of March, 2003.

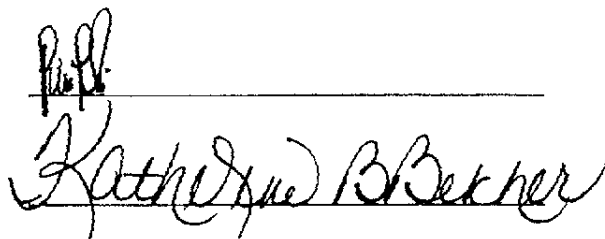
Signed, sealed and delivered  
in the presence of:

  
Katherine B. Baker

**CHARLES THOMAS HUTCHINS,  
D.C., P.A., a Florida corporation**

By:   
C. THOMAS HUTCHINS, Its President

Signed, sealed and delivered  
in the presence of:

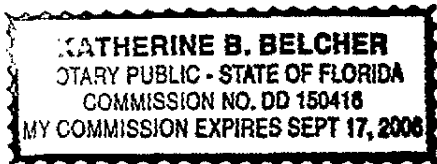
  
Katherine B. Baker

**MEDICAL CARE CENTER OF  
FORT WALTON BEACH, INC.,  
a Florida corporation**

By:   
C. THOMAS HUTCHINS, Its President

STATE OF FLORIDA       )  
                                  :  
COUNTY OF ESCAMBIA   )

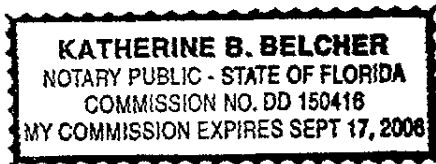
The foregoing instrument was acknowledged and sworn to and subscribed to before me on this 3rd day of March, 2003, by C. THOMAS HUTCHINS, as President of CHARLES THOMAS HUTCHINS, D.C., P.A., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and who did take an oath.



*Katherine B. Belcher*  
Print Name: KATHERINE B. BELCHER  
Notary Public, State of Florida  
My Commission Expires: 9/17/06

STATE OF FLORIDA       )  
                                  :  
COUNTY OF ESCAMBIA   )

The foregoing instrument was acknowledged and sworn to and subscribed to before me on this 3rd day of March, 2003, by C. THOMAS HUTCHINS, as President of MEDICAL CARE CENTER OF FORT WALTON BEACH, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and who did take oath.



*Katherine B. Belcher*  
Print Name: KATHERINE B. BELCHER  
Notary Public, State of Florida  
My Commission Expires: 9/17/06

EXHIBIT "A"  
CHARLES THOMAS HUTCHINS, D.C., P.A.  
ASSETS TO BE TRANSFERRED TO MEDICAL CARE CENTER  
OF FORT WALTON BEACH, INC.

ATT 2000 SPINALATOR	THERAPY TABLES
2 INTERTRON 4000 UNITS	CHARTS
CONCRETE TABLE	CHAIR
STORAGE SHELVES	8 OAK SIDE ARM CHAIRS
STORAGE SHELVES	2 OAK LOVE SEATS
STORAGE SHELVES	2 COCKTAIL TABLES
STORAGE SHELVES	4 END TABLES
CHAIR	DESK & CHAIR
STOOL	3 TABLES
X-RAY PROCESSOR	2 STOOLS
ECG EQUIPMENT - REHAB CENTER	3 VIEW BOXES
MEDSTAR MED EQUIPMENT	TREATMENT TABLE
FILING CABINET	F.F. & E
2 AIRDYNES	2 OFFICE CHAIRS
DESK	OFFICE FURNITURE
REFRIGERATOR	PICTURE & LAMP
1 FOUR DRAWER FILE CABINET	CARPET
TRAILER	WAITING ROOM FURNITURE
BOOK CASE FOR OFFICE	BLINDS
FILE CABINET - 4 DRAWER	PICTURE & FRAME
SLIDE PROJECTOR	SCALE
GENERATOR	MEDCO SONULATOR
SUMMIT RATE EARTH X-RAY MACHINE	ADJUSTMENT TABLE
SUMMIT RARE EARTH GENERATOR	COX TASIE
4 GRAY OPEN FILE CABINETS	FILE CABINET
6 NAVY SIDE ARM CHAIRS	ULTRA SOUND UNIT
2 THERAPY CHARTS	1 INTERTRON 4000
2 BLUE SIDE CHAIRS	1 EMG MACHINE
ULTRASOUND	TENS PADS/CLEAN SWEEPS
MUSCLE STIMULATOR	HI VOLT STIM UNITS
THERAPY TABLE	LEANDER TABLES
ATT-301 TRACTION TABLE	RELAXO TABLES
HYDROCOLLATOR E-1	CERVICAL/LUMBAR MODELS
4 STANDARD PADS FOR E-1	RARE EARTH SCREENS
DUCAN COVERS FOR E-1	STACKING CHAIRS/SPCTY CHAIRS
AMREX MS-322 MUSCLE STIMULATOR	MISC EQUIPMENT
ATT 300 TRACTION TABLE	
X-RAY CABINET	
2 TELEPHONES	
ELECTRA TABLE	

*EXHIBIT "A" - CONTINUATION*

*TELEPHONE NUMBER OF CHARLES THOMAS HUTCHINS, D.C., P.A.*

*COPIES OF ALL CUSTOMER ACCOUNTS AND RECORDS OF CHARLES THOMAS  
HUTCHINS, D.C., P.A.*

*ALL ACCOUNTS RECEIVABLE OF CHARLES THOMAS HUTCHINS, D.C., P.A.*

*COPIES OF ANY BOOKS, RECORDS, CONTRACT RIGHTS AND ANY OTHER  
DOCUMENTATION USED IN THE ORDINARY COURSE OF THE BUSINESS CONDUCTED BY  
CHARLES THOMAS HUTCHINS, D.C., P.A*

*ALL SERVICE CONTRACTS*

*ALL EMPLOYEE CONTRACTORS, INCLUDING BUT NOT LIMITED TO MEDICAL DOCTOR  
CONTRACTS, CHIROPRACTIC DOCTOR CONTRACTS, PHYSICAL THERAPIST CONTRACTS,  
AND CLINIC COORDINATOR CONTRACTORS*

*ALL LEASES ON BUILDINGS/REAL ESTATE*

*ALL LEASES ON OFFICE/MEDICAL EQUIPMENT*