

**MURGER**  
**JUL - 9 2013**  
**R. WHITE**

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Animal Speciality Hospital, P.A.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Dale A. Dettmer, Esq.  
Contact Person

Krasny and Dettmer  
Firm/Company

304 S. Harbor City Blvd, Suite 201  
Address

Melbourne, FL 32901  
City/State and Zip Code

tsmithdvm@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Debra Campos At ( 321 ) 723-5646  
Name of Contact Person Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER  
OF  
VETERINARY INTERNISTS OF BREVARD, P.A.**  
a Florida corporation  
**with and into**  
**ANIMAL SPECIALTY HOSPITAL, P.A.,**  
a Florida corporation

FILED  
13 JUL -1 AM 11:16  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**VETERINARY INTERNISTS OF BREVARD, P.A.**, a Florida corporation ("Veterinary Internists") and **ANIMAL SPECIALTY HOSPITAL, P.A.**, a Florida corporation ("ASH"), pursuant to the provisions of Section 607.1109, Florida Statutes hereby certify in connection with the merger of Veterinary Internists into ASH that:

1.0 The name and jurisdiction of the merging corporation is **VETERINARY INTERNISTS OF BREVARD, P.A.**, a Florida corporation (Florida Document No. P99000048104).

2.0 The name and jurisdiction of the surviving entity is **ANIMAL SPECIALTY HOSPITAL, P.A.**, a Florida corporation (Florida Document No. P04000006903).

3.0 The Agreement and Plan of Merger is attached hereto as Exhibit "A".

4.0 The Agreement and Plan of Merger was approved by all shareholders and directors of **VETERINARY INTERNISTS OF BREVARD, P.A.** on April 26, 2013 in accordance with the applicable provisions of Chapter 607, Florida Statutes.

5.0 The Agreement and Plan of Merger was approved by all of the shareholders and directors of **ANIMAL SPECIALTY HOSPITAL, P.A.** on April 26, 2013 in accordance with the applicable provisions of Chapter 607, Florida Statutes.


6.0 The merger shall be effective as of July 1, 2013.

**IN WITNESS WHEREOF**, each of the undersigned has made and subscribed to the Articles of Merger, this 25<sup>th</sup> day of June, 2013.

**VETERINARY INTERNISTS OF BREVARD, P.A.**, a  
Florida corporation

By:   
Thomas A. Smith, President

**ANIMAL SPECIALTY HOSPITAL, P.A.**, a Florida  
corporation

By:   
Thomas A. Smith, President

## **AGREEMENT AND PLAN OF MERGER**

This Agreement dated this 25th day of June, 2013, by and between **VETERINARY INTERNISTS OF BREVARD, P.A.** ("Veterinary Internists"), a Florida corporation, and **ANIMAL SPECIALTY HOSPITAL, P.A.** ("ASH"), a Florida corporation.

### **RECITALS:**

**A.** The shareholder of Veterinary Internists and the shareholder of ASH deem it advisable and in the best interests of both entities that Veterinary Internists be merged with and into ASH with ASH being the surviving entity under the laws of the State of Florida and upon the terms and conditions set forth herein; and

**B.** The shareholder and director of Veterinary Internists and the shareholder and director of ASH have unanimously approved the merger of Veterinary Internists into ASH in accordance with the provisions of Section 607.1109, Florida Statutes.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE I MERGER**

**1.1** Veterinary Internists shall be merged with and into ASH in accordance with the laws of the State of Florida. The separate corporate existence of Veterinary Internists shall thereby cease, and ASH shall be the surviving corporation.

**1.2** The surviving company shall be **ANIMAL SPECIALTY HOSPITAL, P.A.**, a Florida corporation, having a business address of 5775 Schenck Avenue, Rockledge, FL 32955.

**1.3** The effective date ("Effective Date") of the merger shall be July 1, 2013 at which time the separate existence of Veterinary Internists shall cease.

**1.4** ASH, the surviving corporation, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the Bylaws of the merged entity. All of the rights, privileges, powers and franchises of Veterinary Internists, of a public as well as of a private nature, and all property, real, personal and mixed of Veterinary Internists, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in ASH without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of Veterinary Internists shall thereafter be as effectually the property of ASH as was the case for Veterinary Internists.

1.5 From and after the Effective Date, ASH shall be subject to the duties and liabilities of a corporation organized under the laws of the state of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or ASH may be proceeded against or substituted in place of Veterinary Internists. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of ASH shall continue unaffected and unimpaired by the merger.

## **ARTICLE II TERMS AND CONDITIONS OF THE MERGER**

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective as of July 1, 2013.

2.2 Prior to the Effective Date, each entity shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging company, or the corporation into ASH, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to ASH title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

## **ARTICLE III ARTICLES OF INCORPORATION; BYLAWS**

The Articles of Incorporation and the Bylaws of ASH, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation and the Bylaws of ASH until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to either the Articles of Incorporation or to the Bylaws shall be effected by the merger.

**ARTICLE IV  
MANNER OF CONVERTING INTERESTS**

Upon the Effective Date, each share of common stock of Veterinary Internists shall be converted into one share of common stock of ASH.

**ARTICLE V  
MISCELLANEOUS**

**5.1** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.


**5.2** In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

**5.3** This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

**5.4** This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the shareholder and director of Veterinary Internists and by the shareholder and director of ASH.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the date first stated above.

**VETERINARY INTERNISTS OF BREVARD, P.A.**, a  
Florida corporation

By:   
Thomas A. Smith, President

**ANIMAL SPECIALTY HOSPITAL, P.A.**, a Florida  
corporation

By:   
Thomas A. Smith, President