

Division of Corporations

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Florida Department of State
Division of Corporations
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
UMC / OCALA, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
ARTICLES OF MERGER
OF
UMC-O ACQUISITION CORP.
WITH AND INTO
UMC / OCALA, INC

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act (the "Act"), pursuant to Section 607.1105, Florida Statutes.

FIRST: The exact name and jurisdiction for the merging corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Florida Document Number</u>
UMC-O Acquisition Corp. ("UMC-O") 603 Main Street Windermere, FL 34786	Florida	P12000096079

SECOND: The exact name and jurisdiction for the surviving corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Florida Document Number</u>
UMC / Ocala, Inc. ("Ocala") 603 Main Street Windermere, FL 34786	Florida	P04000047190

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on the later of 12:01 A.M. on November 29, 2012 or the date these Articles of Merger are filed with the Florida Department of State.

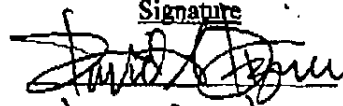
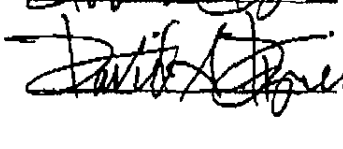
FIFTH: Adoption of Plan of Merger by the merging corporation. The attached Plan of Merger meets the requirements of Section 607.1101 of the Florida Statutes and was approved by unanimous written consent of the Board of Directors of the merging corporation on November 27, 2012, and by the unanimous written consent of the Shareholders of the merging corporation, upon recommendation by the Board of Directors, on November 27, 2012, in accordance with Chapter 607 of the Florida Statutes.

SIXTH: Adoption of Plan of Merger by the surviving corporation. The attached Plan of Merger meets the requirements of Section 607.1101 of the Florida Statutes and was approved by unanimous written consent of the Board of Directors of the surviving corporation on November 27, 2012, and by the written consent of the majority of the Shareholders of the surviving corporation, upon recommendation by the Board of Directors, on November 27, 2012, in accordance with Chapter 607 of the Florida Statutes.

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SEVENTH: Signatures for each corporation:

<u>Name of Corporation</u>	<u>Signature</u>	<u>Name of Individual and Title</u>
UMC-O Acquisition Corp.		David A. Dizney, President
UMC / Ocala, Inc.		David A. Dizney, President and Chief Executive Officer

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AGREEMENT AND PLAN OF MERGER

by and among

UMC-TB ACQUISITION CORP.,

UMC-O ACQUISITION, CORP.,

UMC TEN BROECK, INC.

and

UMC / OCALA, INC.

Dated: November 28, 2012

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of November 28, 2012, is made by and among UMC-TB Acquisition Corp., a Florida corporation ("UMC-TBA"), UMC-O Acquisition Corp., a Florida corporation and a wholly-owned subsidiary of UMC-TBA ("O-Sub"), UMC Ten Broeck, Inc., a Florida corporation ("Ten Broeck") and UMC / Ocala, Inc., a Florida corporation ("Ocala") (UMC-TBA, O-Sub, Ten Broeck and Ocala being each a "Party" and hereinafter collectively referred to as either the "Parties" or the "Constituent Corporations").

WITNESSETH:

A. The Boards of Directors and Shareholders of UMC-TBA and the Board of Directors and Shareholders of Ten Broeck have approved the acquisition of Ten Broeck by UMC-TBA pursuant to the terms and conditions of this Agreement and the Articles of Merger set forth in Exhibit A hereto ("TB Articles of Merger"), in accordance with the applicable provisions of the statutes of the States of Florida, which permit such merger.

B. The Boards of Directors and Shareholders of UMC-TBA and O-Sub and the Board of Directors and Shareholders of Ocala have approved the acquisition of Ocala by UMC-TBA pursuant to the terms and conditions of this Agreement and the Articles of Merger set forth in Exhibit B hereto ("Ocala Articles of Merger"), in accordance with the applicable provisions of the statutes of the States of Florida, which permit such merger.

C. For federal income tax purposes, it is intended that the mergers shall qualify as reorganizations with the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

D. Each of the parties to this Agreement desires to make certain representations, warranties and agreements in connection with the mergers and also to prescribe various conditions thereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. Definitions.

"FBCA" means the Florida Business Corporation Act.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"Ocala Articles of Merger" has the meaning set forth in Recital B above.

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"Ocala Closing" has the meaning set forth in Section 5.b below.

"Ocala Closing Date" has the meaning set forth in Section 5.b below.

"Ocala Effective Time" has the meaning set forth in Section 5.c below.

"Ocala Merger" has the meaning set forth in Section 2.b below.

"Ocala Common Stock" means any outstanding share of the capital stock of Ocala.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Party" has the meaning set forth in the preface above.

"Subsidiary" means all those corporations, associations or other entities of which the entity in question owns or controls 5% or more of the outstanding equity securities either directly or through an unbroken chain of entities as to each of which 5% or more of the outstanding equity securities is owned directly or indirectly by UMC-TBA.

"TB Articles of Merger" has the meaning set forth in Recital A above.

"TB Closing" has the meaning set forth in Section 3.b below.

"TB Closing Date" has the meaning set forth in Section 3.b below.

"TB Effective Time" has the meaning set forth in Section 3.c below.

"TB Merger" has the meaning set forth in Section 2.a below.

"Ten Broeck Common Stock" means any outstanding share of the capital stock of Ten Broeck.

"UMC-TBA Shareholders" means Donald R. Dizney and David A. Dizney.

2. Basic Transactions.

a. The Ten Broeck Merger. On and subject to the terms and conditions of this Agreement and more particularly set forth in Sections 3 and 4 below, UMC-TBA will merge with and into Ten Broeck (the "TB Merger") and the separate corporate existence of UMC-TBA shall thereupon cease, and Ten Broeck shall be the corporation surviving the TB Merger.

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b. The Ocala Merger. On and subject to the terms and conditions of this Agreement and more particularly set forth in Sections 5 and 6 below, O-Sub will merge with and into Ocala (the "Ocala Merger") and the separate corporate existence of O-Sub shall thereupon cease, and Ocala shall be the corporation surviving the Ocala Merger.

c. Additional Mergers. Following the merger transactions contemplated by this Agreement, UMC-TBA and the UMC-TBA Shareholders intend to consolidate certain other Florida and Kentucky corporations owned by the UMC-TBA Shareholders pursuant to one or more separate merger transactions. Such one or more additional mergers shall be consummated by separate agreements and plans of merger adopted by the UMC-TBA Shareholders and the Board of Directors of such separate companies in accordance with the applicable laws of the state of each constituent corporation. The purpose and intent of such additional transactions, together with the transactions contemplated herein, are to consolidate the operation of various companies within the Continental United States operating as part of the "United Medical Corporation" group of companies. Unless and until such additional actions are taken, however, nothing in this Agreement shall in any way alter, impair or otherwise affect the existence or operations of such separate entities.

3. The TB Merger

a. The TB Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the FBCA, at the TB Effective Time (as defined below), UMC-TBA will merge with and into Ten Broeck and Ten Broeck shall be the surviving entity in the TB Merger (the "TB Surviving Entity"). As such, Ten Broeck shall continue its corporate existence under the laws of the State of Florida, and the separate corporate existence of UMC-TBA thereupon shall cease. The names and business addresses of the Directors of the TB Surviving Entity are as follows:

Donald R. Dizney
603 Main Street
Windermere, Florida 34786

David A. Dizney
603 Main Street
Windermere, Florida 34786

b. Closing. Subject to the satisfaction or, to the extent permitted by applicable law, waiver of the conditions to consummation of the TB Merger contained herein, the closing of the TB Merger (the "TB Closing") shall take place at 11:59 P.M. on November 28, 2012 (the "TB Closing Date"), unless another time or date is agreed to by the Parties. The TB Closing will be held at the offices of UMC-TBA's counsel, or at such other location as is agreed to by the Parties.

c. Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, the Parties shall cause the TB Merger to be consummated by filing with the Secretary of State of the State of Florida (the "Secretary") the TB Articles of Merger

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substantially in the form attached hereto as Exhibit A, duly executed and so filed in accordance with the FBCA and shall make all other filings and recordings required under the FBCA to effectuate the TB Merger and the transactions contemplated by this Agreement. The TB Merger shall become effective at such time as the TB Articles of Merger are duly filed with the Secretary, or at such subsequent date or time as the Parties mutually shall agree and specify in the TB Articles of Merger (the time the TB Merger becomes so effective being hereinafter referred to as the "TB Effective Time"). This Agreement and Plan of Merger shall constitute a plan of merger to the extent required under provisions of the FBCA. The Parties shall cooperate with each other and take all commercially reasonable actions to pre-position and/or pre-clear the TB Articles of Merger with the Secretary so that the TB Articles of Merger are accepted and become effective on the TB Closing Date.

d. Effects of the TB Merger. The TB Merger shall have the effects set forth in the FBCA.

e. Articles of Incorporation and Bylaws of the Surviving Entity. The Articles of Incorporation of Ten Broeck shall be the articles of incorporation of the TB Surviving Entity; provided, however, that the articles of incorporation shall be amended as of the Effective Time as follows:

- i. Article III shall be amended to provide that the maximum number of shares of capital stock that the corporation is authorized to have outstanding at any time is 10,000,000 shares of common stock, which shall be divided into 5,000,000 Class A voting common stock, each having the par value of \$1.00 per share, and 5,000,000 shares of Class B non-voting common stock, each having the par value of \$1.00 per share. Both classes of shares of the Corporation shall be without distinction as to powers, preferences, and rights, other than voting rights. Except as otherwise provided by law, voting rights upon any and all matters shall be vested exclusively in the holders of the Class A voting common shares, and the holders of Class B non-voting common shares shall have no voting rights.
- ii. Article XII, providing for the establishment of Preemptive Rights is deleted.

The Bylaws of Ten Broeck in effect immediately prior to the TB Effective Time shall be the Bylaws of the TB Surviving Entity until thereafter amended or restated as provided therein or by applicable law.

4. Effect of the Merger on Ten Broeck Common Stock. At the TB Effective Time, as a result of the TB Merger and without any action on the part of UMC-TBA, Ten Broeck or the holder of any common stock of UMC-TBA or Ten Broeck.

a. Cancellation of Certain Ten Broeck Common Stock. Each share of Ten Broeck Common Stock that is owned by UMC-TBA or Ten Broeck (as treasury stock or otherwise) or any of their respective direct or indirect wholly-owned subsidiaries, as well as any

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shares owned by any UMC-TBA Shareholder will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

b. Conversion of Ten Broeck Common Stock. Each share of Ten Broeck Common Stock issued and outstanding immediately prior to the TB Effective Time (other than shares to be cancelled and retired in accordance with Section 4(a), and any TB Dissenting Shares, as defined in 4.e below) will be converted into the right to receive Twenty-eight and 98/100 dollars (\$28.98) in cash, without interest (the "TB Merger Consideration").

c. Cancellation of Ten Broeck shares. At the TB Effective Time, all shares of Ten Broeck Common Stock then issued and outstanding will no longer be outstanding and all such shares of Ten Broeck Common Stock will be cancelled and retired and will cease to exist, and, subject to Section 4e, each holder of a certificate formerly representing any such shares will cease to have any rights with respect thereto, except the right to receive the TB Merger Consideration in accordance with Section 4.b hereof.

d. Conversion of UMC-TB Capital Stock. Each share of common stock, par value \$1.00 per share, of UMC-TBA issued and outstanding immediately prior to the Effective Time shall be converted into and become one hundred (100) newly issued, fully paid and non-assessable share of Class A common stock of Ten Broeck.

e. Dissenting Shareholders. Any holder of shares of Ten Broeck Common Stock who perfects his or her dissenters' rights in accordance with and as contemplated by Sections 607.1301-1333 of the FBCA ("TB Dissenting Shares") shall be entitled to receive the value of such shares in cash as determined pursuant to such provision of law; provided, that no such payment shall be made to any dissenting shareholder unless and until such dissenting shareholder has complied with the applicable provisions of the FBCA and surrendered to UMC-TB the certificate or certificates representing the TB Dissenting Shares for which payment is being made. In the event that after the TB Effective Time a dissenting shareholder of Ten Broeck fails to perfect, or effectively withdraws or loses, his or her right to appraisal, UMC-TB shall issue and deliver the consideration to which such holder of shares of Ten Broeck Common Stock is entitled under this Article 4 (without interest) upon surrender by such holder of the certificate or certificates representing shares of Ten Broeck Common Stock held by him or her.

f. Intended Tax Consequences of TB Merger. In accordance with Internal Revenue Service Revenue Ruling 78-250, 1978-1 CB 83, for federal income tax purposes, the Parties understand and intend that the TB Merger is intended to be treated as a redemption of the shares held by the Ten Broeck shareholders other than the UMC-TB Shareholders, as well as a "Type-F" reorganization of Ten Broeck as a result of the merger of UMC-TBA with and into Ten Broeck. Each of Ten Broeck and UMC-TBA have elected to be taxed as S corporations under the Code and each party represents and warrants to the other that each shall undertake all action necessary to maintain Ten Broeck's S corporation status.

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5. The Ocala Merger

a. The Ocala Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the FBCA, at the Ocala Effective Time (as defined below), O-Sub will merge with and into Ocala and Ocala shall be the surviving entity in the Ocala Merger (the "Ocala Surviving Entity"). As such, Ocala shall continue its corporate existence under the laws of the State of Florida, and the separate corporate existence of O-Sub thereupon shall cease. The names and business addresses of the Directors of the Ocala Surviving Entity are as follows:

Donald R. Dizney
603 Main Street
Windermere, Florida 34786

David A. Dizney
603 Main Street
Windermere, Florida 34786

b. Closing. Subject to the satisfaction or, to the extent permitted by applicable law, waiver of the conditions to consummation of the Ocala Merger contained herein, the closing of the Ocala Merger (the "Ocala Closing") shall take place at 12:01 A.M. on November 29, 2012 (the "Ocala Closing Date"), unless another time or date is agreed to by the Parties. The Ocala Closing will be held at the offices of UMC-TBA's counsel, or at such other location as is agreed to by the Parties.

c. Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, the Parties shall cause the Ocala Merger to be consummated by filing with the Secretary of State of the State of Florida (the "Secretary") the Ocala Articles of Merger in form attached hereto as Exhibit B duly executed and so filed in accordance with the FBCA and shall make all other filings and recordings required under the FBCA to effectuate the Ocala Merger and the transactions contemplated by this Agreement. The Ocala Merger shall become effective at such time as the Ocala Articles of Merger are duly filed with the Secretary, or at such subsequent date or time as the Parties mutually shall agree and specify in the Ocala Articles of Merger (the time the Ocala Merger becomes so effective being hereinafter referred to as the "Ocala Effective Time"). This Agreement and Plan of Merger shall constitute a plan of merger to the extent required under provisions of the FBCA. The Parties shall cooperate with each other and take all commercially reasonable actions to pre-position and/or pre-clear the Ocala Articles of Merger with the Secretary so that the Ocala Articles of Merger are accepted and becomes effective on the Ocala Closing Date.

d. Effects of the Ocala Merger. The Ocala Merger shall have the effects set forth in the FBCA.

e. Articles of Incorporation and Bylaws of the Surviving Entity. The Articles of Incorporation of Ocala shall be the Articles of Incorporation of the Ocala Surviving Entity.

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The Bylaws of Ocala in effect immediately prior to the Ocala Effective Time shall be the Bylaws of the Ocala Surviving Entity until thereafter amended or restated as provided therein or by applicable law.

6. Effect of the Ocala Merger on Ocala Common Stock. At the Ocala Effective Time, as a result of the Ocala Merger and without any action on the part of UMC-TBA, O-Sub or Ocala or the holder of any common stock of O-Sub or Ocala:

a. Cancellation of Certain Ocala Common Stock. Each share of Ocala Common Stock that is owned by UMC-TBA, O-Sub or Ocala (as treasury stock or otherwise) or any of their respective direct or indirect wholly-owned subsidiaries, as well as any shares owned by any UMC-TBA Shareholder, will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

b. Conversion of Ocala Common Stock. Each share of Ocala Common Stock issued and outstanding immediately prior to the Ocala Effective Time (other than shares to be cancelled and retired in accordance with Section 6(a), and any Ocala Dissenting Share, as defined in Section 6.e below) will be converted into the right to receive Five hundred fifty and no/100 dollars (\$550.00) in cash, without interest (the "Ocala Merger Consideration").

c. Cancellation of Ocala shares. At the Ocala Effective Time, all shares of Ocala Common Stock then issued and outstanding will no longer be outstanding and all such shares of Ocala Common Stock will be cancelled and retired and will cease to exist, and, subject to Section 6(e), each holder of a certificate formerly representing any such shares will cease to have any rights with respect thereto, except the right to receive the Ocala Merger Consideration in accordance with Section 6.b hereof.

d. Conversion of O Sub Capital Stock. Each share of common stock, par value \$[0.01] per share, of O-Sub issued and outstanding immediately prior to the Ocala Effective Time shall be converted into and become one newly issued, fully paid and non-assessable share of Class A common stock of Ocala.

e. Dissenting Shareholders. Any holder of shares of Ocala Common Stock who perfects his or her dissenters' rights in accordance with and as contemplated by Sections 607.1301-1333 of the FBCA ("Ocala Dissenting Shares") shall be entitled to receive the value of such shares in cash as determined pursuant to such provision of law; provided, that no such payment shall be made to any dissenting shareholder unless and until such dissenting shareholder has complied with the applicable provisions of the FBCA and surrendered to O-Sub the certificate or certificates representing the Ocala Dissenting Shares for which payment is being made. In the event that after the Ocala Effective Time a dissenting shareholder of Ocala fails to perfect, or effectively withdraws or loses, his or her right to appraisal, O-Sub shall issue and deliver the consideration to which such holder of shares of Ocala Common Stock is entitled under this Article 6 (without interest) upon surrender by such holder of the certificate or certificates representing shares of Ocala Common Stock held by him or her.

f. Intended Tax Consequences of Ocala Merger. In accordance with Treasury Regulation §1.368-2(b), for federal income tax purposes, the Parties understand and

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intend that the Merger is intended to be treated as a "Type-A" reverse merger and/or "Type-D" reorganization of O-Sub with and into Ocala. Each of Ocala and UMC-TBA have elected to be taxed as S corporations under the Code and O-Sub has elected to be taxed as a Qualified Subchapter S Subsidiary ("Q-Sub") under the Code, and each party represents and warrants to the other that each shall undertake all action necessary to maintain UMC-TBA's S corporation status and the status of Ocala, following the Ocala Merger, as a Q-Sub of UMC-TBA.

7. Additional Post-Closing Effects of Mergers.

a. Q-Sub Elections. Effective with the filing of the Ocala Merger, Ocala will elect to be treated as a "qualified subchapter S subsidiary" ("Q-Sub") in accordance with the provisions of Code Section 1361(b)(3)(B) and Treasury Regs. Section 1.1361-3.

8. Miscellaneous.

a. Press Releases and Announcements. No Party shall issue any press release or announcement relating to the subject matter of this Agreement without the prior written approval of UMC-TBA and Ten Broeck, with respect to the TB Merger, and UMC-TBA and Ocala, with respect to the Ocala Merger.

b. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

c. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire Agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof.

d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns.

e. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

f. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telefax and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

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If to UMC-TBA or O-Sub:

c/o United Medical Corporation
603 Main Street
Windermere, Florida 34786

If to Ten Broeck:

c/o United Medical Corporation
603 Main Street
Windermere, Florida 34786

If to Ocala:

c/o United Medical Corporation
603 Main Street
Windermere, Florida 34786

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date telecommunicated if by telegraph; (c) on the date of transmission with confirmed answer back if by telefax or other telegraphic method; and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

g. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

h. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties.

i. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the termination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provisions with a term or provisions that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

j. Expenses. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or

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misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other reasonable charges billed by the attorney to the prevailing Party.

k. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires.

l. Incorporation of Exhibits. The Exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

m. Remedies Cumulative. Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

n. Dispute Resolution.

i. Any controversy or claim arising out of or relating to this Agreement, or the alleged breach hereof, shall be finally settled by a board of three (3) arbitrators in Orlando, Florida administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ii. In connection with such arbitration proceeding, limited civil discovery shall be permitted for the production of documents and the taking of depositions. All discovery shall be governed by the Federal Rules of Civil Procedure and all issues pertaining to discovery shall be determined by the arbitrators.

iii. Each Party shall be responsible for its respective costs incurred in the arbitration, except that costs and fees imposed by the arbitrators for fees and expenses shall be borne equally by the Parties.

iv. If such a dispute arises, and it cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation in Orlando, Florida administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation or other dispute resolution procedure.

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o. Counterparts: Captions. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not control or affect the construction to be given any of the provisions in this Agreement and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

UMC-TBA:

UMC-TB ACQUISITION CORP.

By: 

Name: David A. Dizney
Title: President

O-SUB

UMC-O ACQUISITION CORP.

By: 

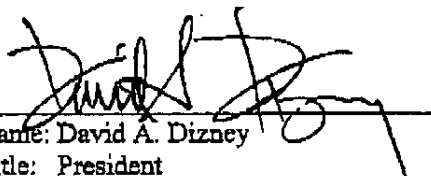
Name: David A. Dizney
Title: President

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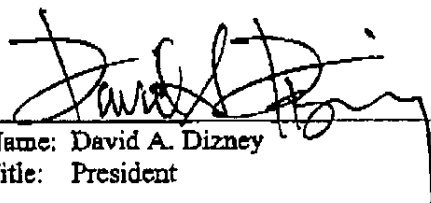
TEN BROECK:

UMC TEN BROECK, INC.

By: 
Name: David A. Dizney
Title: President

OCALA:

UMC OCALA, INC.

By: 
Name: David A. Dizney
Title: President

Ten Broeck and Ocala Signature Page

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EXHIBIT A

Fax Audit No.
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STATE OF FLORIDA
ARTICLES OF MERGER
OF
UMC-TB ACQUISITION CORP.
WITH AND INTO
UMC TEN BROECK, INC

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act (the "Act"), pursuant to Section 607.1105, Florida Statutes.

FIRST: The exact name and jurisdiction for the merging corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Florida Document Number</u>
UMC-TB Acquisition Corp. ("UMC-TBA") 603 Main Street Windermere, FL 34786	Florida	P12000096031

SECOND: The exact name and jurisdiction for the surviving corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Florida Document Number</u>
UMC Ten Broeck, Inc. ("Ten Broeck") 603 Main Street Windermere, FL 34786	Florida	V67576

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on the later of 11:59 P.M. on November [], 2012 or the date these Articles of Merger are filed with the Florida Department of State.

FIFTH: Adoption of Plan of Merger by the merging corporation. The attached Plan of Merger meets the requirements of Section 607.1101 of the Florida Statutes and was approved by unanimous written consent of the Board of Directors of the merging corporation on November [], 2012, and by the unanimous written consent of the Shareholders of the merging corporation, upon recommendation by the Board of Directors, on November [], 2012, in accordance with Chapter 607 of the Florida Statutes.

SIXTH: Adoption of Plan of Merger by the surviving corporation. The attached Plan of Merger meets the requirements of Section 607.1101 of the Florida Statutes and was approved by unanimous written consent of the Board of Directors of the surviving corporation on November [], 2012, and by the written consent of the majority of the Shareholders of the surviving corporation, upon recommendation by the Board of Directors, on November [], 2012, in accordance with Chapter 607 of the Florida Statutes.

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SEVENTH: Signatures for each corporation:

<u>Name of Corporation</u>	<u>Signature</u>	<u>Name of Individual and Title</u>
UMC-TB Acquisition Corp.	_____	David A. Dizney, President
UMC Ten Broeck, Inc.	_____	David A. Dizney, President and Chief Executive Officer

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EXHIBIT B

Fax Audit No.
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Fax Audit No.
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STATE OF FLORIDA
ARTICLES OF MERGER
OF
UMC-O ACQUISITION CORP.
WITH AND INTO
UMC / OCALA, INC

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act (the "Act"), pursuant to Section 607.1105, Florida Statutes.

FIRST: The exact name and jurisdiction for the merging corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Florida Document Number</u>
UMC-O Acquisition Corp. ("UMC-O") 603 Main Street Windermere, FL 34786	Florida	P12000096079

SECOND: The exact name and jurisdiction for the surviving corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Florida Document Number</u>
UMC / Ocala, Inc. ("Ocala") 603 Main Street Windermere, FL 34786	Florida	P04000047190

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on the later of 12:01 A.M. on November [], 2012 or the date these Articles of Merger are filed with the Florida Department of State.

FIFTH: Adoption of Plan of Merger by the merging corporation. The attached Plan of Merger meets the requirements of Section 607.1101 of the Florida Statutes and was approved by unanimous written consent of the Board of Directors of the merging corporation on November [], 2012, and by the unanimous written consent of the Shareholders of the merging corporation, upon recommendation by the Board of Directors, on November [], 2012, in accordance with Chapter 607 of the Florida Statutes.

SIXTH: Adoption of Plan of Merger by the surviving corporation. The attached Plan of Merger meets the requirements of Section 607.1101 of the Florida Statutes and was approved by unanimous written consent of the Board of Directors of the surviving corporation on November [], 2012, and by the written consent of the majority of the Shareholders of the surviving corporation, upon recommendation by the Board of Directors, on November [], 2012, in accordance with Chapter 607 of the Florida Statutes.

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SEVENTH: Signatures for each corporation:

<u>Name of Corporation</u>	<u>Signature</u>	<u>Name of Individual and Title</u>
UMC-O Acquisition Corp.	_____	David A. Dizney, President
UMC / Ocala, Inc.	_____	David A. Dizney, President and Chief Executive Officer

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