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Division of Corporations

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P08000054036

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MERGER OR SHARE EXCHANGE
Avalon Institute of Aesthetic Medicine, Inc.

Certificate of Status	0
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes:

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Avalon Institute of Aesthetic Medicine, Inc.	Florida	P08000054036

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
WLFP, Inc.	Florida	<u>P10000104088</u>

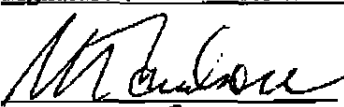

Third: The Agreement and Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation December 30, 2010.

Sixth: The Agreement and Plan of Merger was adopted by the shareholders of the merging corporation December 30, 2010.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual and Title</u>
WLFP, Inc.		George Hudson, D.O., President
Avalon Institute of Aesthetic Medicine, Inc.		George Hudson, D.O., President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made and entered into this 30th day of December, 2010, by and between WLFP, INC., a Florida corporation ("WLFP"), AVALON INSTITUTE OF AESTHETIC MEDICINE, INC., a Florida corporation ("Avalon"), and WOODLAND LAKES FAMILY PRACTICE, P.A., a Florida corporation (the "P.A.").

RECITALS

WHEREAS, all of the issued and outstanding stock of WLFP, consisting of five hundred (500) shares of One Dollar (\$1.00) par value common stock, is issued to the P.A.; and

WHEREAS, all of the issued and outstanding stock of the P.A., consisting of five hundred (500) shares of Ten Dollar (\$10.00) par value common stock, is issued to George Hudson, D.O. ("Dr. Hudson"); and

WHEREAS, all of the issued and outstanding stock of Avalon, consisting of five hundred (500) shares of One Dollar (\$1.00) par value common stock, is issued to Dr. Hudson; and

WHEREAS, the Board of Directors and shareholders of WLFP, the Board of Directors and shareholders of Avalon, and the Board of Directors and shareholders of the P.A. have resolved that WLFP be merged, pursuant to Section 607.1101 of the Florida Business Corporation Act, with and into Avalon, which corporation will be the "Surviving Entity," as a reverse triangular merger in a transaction intended to qualify as a tax-free reorganization under Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree with the following terms and conditions:

1. **Recitals.** The recitals as set forth above are true and correct and are hereby incorporated herein by reference.
2. **Merger.** The Board of Directors of WLFP, the Board of Directors of Avalon, and the Board of Directors of the P.A. hereby agree that WLFP, at the Effective Date (as hereinafter defined), shall be merged with and into Avalon (the "Merger").
3. **Effects of Merger.**
 - 3.1 **Certain Effects of Merger.** On the Effective Date, the separate existence of WLFP shall cease and WLFP shall be merged with and into Avalon which, as the Surviving Entity, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and shall be subject to all restrictions, disabilities and duties of WLFP and all and

singular, the rights, privileges, powers and franchises of WLFP, and all property, real, personal and mixed, and all debts due to WLFP on whatever account, and all other things in action or belonging to WLFP, shall be vested in Avalon, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of Avalon as they were of WLFP, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction in WLFP shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of WLFP shall be preserved unimpaired, and all debts, liabilities and duties of WLFP shall thenceforth attach to Avalon and may be enforced against Avalon to the same extent as if said debts, liabilities and duties had been incurred or contracted by Avalon. At any time, or from time to time, after the Effective Date, the officers of the Surviving Entity may, in the name of WLFP, execute and deliver all such properties, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving Entity may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Entity title to and possession of all of WLFP's property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Name of Surviving Entity; Articles of Incorporation.

4.1 Name of Surviving Entity. The name of the Surviving Entity from and after the Effective Date shall be "Avalon Institute of Aesthetic Medicine, Inc."

4.2 Articles of Incorporation. The Articles of Incorporation of Avalon, as in effect on the date hereof, shall from and after the Effective Date be and continue to be the Articles of Incorporation of the Surviving Entity until changed or amended as provided by law.

4.3 Bylaws. The Bylaws of Avalon, from and after the Effective Date, shall be the Bylaws of the Surviving Entity until changed or amended, in accordance with the terms thereof.

5. Status and Conversion of Stock Securities. The manner and basis of converting the shares of capital stock of WLFP, Avalon and the P.A. are as follows:

5.1 WLFP Common Stock. Each existing share of WLFP common stock issued and outstanding on the Effective Date of the Merger shall be converted into one (1) share of the common stock of Avalon.

5.2 P.A. Common Stock. Each existing share of common stock of the P.A. issued and outstanding on the Effective Date of the Merger shall remain issued and outstanding after the Merger.

5.3 Avalon Common Stock. On the Effective Date of the Merger, each one (1) share of Avalon common stock issued and outstanding shall be extinguished without any action on the part of the holder thereof and, in exchange therefor, the shareholders of Avalon shall receive one (1) share of the Ten Dollar (\$10.00) par value common stock of the P.A. for each One Dollar (\$1.00) par value common stock of Avalon.

5.4 The transactions described in this Plan of Merger are intended to qualify as a reverse triangular merger in a tax-free reorganization under Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended.

6. Miscellaneous.

6.1 Termination. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger by the Board of Directors of WLFP or the Board of Directors of Avalon, if the directors of WLFP or the directors of Avalon duly adopt a resolution abandoning this Agreement and Plan of Merger.

6.2 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Plan of Merger, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

6.3 Effective Date. The Effective Date of the Merger shall be as of the date of filing of the Articles of Merger with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.

Witnesses:

WLFP, INC.

By: _____

George Hudson, D.O., President

AVALON INSTITUTE OF AESTHETIC
MEDICINE, INC.

By: _____

George Hudson, D.O., President

WOODLAND LAKES FAMILY PRACTICE,
P.A.

By: _____

George Hudson, D.O., President