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Florida Department of State
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**MERGER OR SHARE EXCHANGE
SANFORD-BROWN, LIMITED**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$78.75

*Effective date
12-31-11
merger
Thurs
12/27/11*

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ARTICLES OF MERGER (Profit Corporations)

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> (If known/ applicable)
Sanford-Brown, Limited	New York	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
SBC Health South, Inc.	Florida	P09000024029

Third: The 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.

OR 12 / 31 / 11 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)
at 1:30 a.m.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/22/2011

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/22/2011

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

SECRETARY OF STATE
TALLAHASSEE FLORIDA

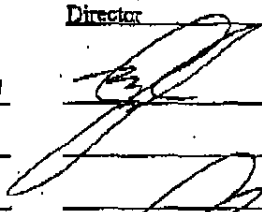
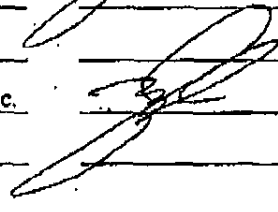
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Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
Sanford-Brown, Limited		Michael J. Graham, Vice President and CFO
SBC Health South, Inc.		Michael J. Graham, Vice President and CFO

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PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

NameJurisdictionSanford-Brown, LimitedNew York

Second: The name and jurisdiction of each merging corporation:

NameJurisdictionSBC Health South, Inc.Florida

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheets if necessary)

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Attachment A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is entered into as of December 29, 2011, by and between SBC Health South, Inc., a Florida corporation ("SBC"), and Sanford-Brown, Limited, a New York corporation (f/k/a Ultrasound Technical Services, Inc.) ("SBL"), which corporations are hereinafter sometimes referred to jointly as the "Constituent Companies".

WHEREAS, SBL desires to acquire the properties and other assets, and to assume all of the liabilities and obligations of SBC by means of a merger of SBC with and into SBL under and pursuant to the terms and conditions of Article 9, Section 904 of the New York Business Corporation Law (the "NYBCL"), and Title XXXVI, Chapter 607, Sections 1105 and 1107 of the Florida Business Corporation Act (the "FBCA") and this Plan of Merger, with SBL being the sole resulting and surviving party to the merger, and succeeding to all of the assets, rights and properties of SBC;

WHEREAS, the Board of Directors of each of SBC and SBL has, by resolution adopted by unanimous written consent, duly adopted and approved this Plan of Merger and directed that it be executed by the undersigned officers and that the Merger contemplated in this Plan of Merger be submitted to the sole shareholder of SBC and SBL for approval; and

WHEREAS, SBC and SBL intend that the Merger (defined below) will qualify as a non-taxable reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended and in effect on the date thereof, and the Treasury Regulations thereunder.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Companies hereby agree as follows:

**ARTICLE I
THE MERGER**

SECTION 1.01. The Merger.

(a) SBC shall be merged with and into SBL, with SBL as the surviving entity ("Surviving Company"), pursuant to this Plan of Merger and in accordance with the NYBCL and the FBCA (the "Merger"). This Plan of Merger is intended to and meets the requirements of a plan of merger under the NYBCL and a plan of merger under the FBCA.

(b) Surviving Company shall file the Certificate of Merger with the Secretary of State of the State of New York, shall file the Articles of Merger with the Secretary of State of the State of Florida, and shall make all other filings or recordings required by New York or Florida law in connection with the Merger. The Merger shall become effective on December 31, 2011 at 1:30 a.m. (the "Effective Date"). On the Effective Date, the separate existence of SBC shall cease and SBC shall be merged with and into the Surviving Company.

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SECTION 1.02. Manner and Basis of Conversion of Shares. Upon the completion of the Merger, (a) each share of common stock of SBL that is then issued and outstanding shall remain issued and outstanding as one share of common stock of the Surviving Company, and (b) all shares of SBC stock that are then issued and outstanding, and all certificates representing such stock, shall be cancelled and retired and all rights in respect thereof shall cease to exist.

In consideration of the Merger, SBL shall issue a portion of shares of common stock of SBL to SBC's sole shareholder, Education and Training, Incorporated.

ARTICLE II THE SURVIVING COMPANY

SECTION 2.01. Governing Documents. The Articles of Incorporation and the Bylaws of SBL shall remain effective as the Articles of Incorporation and Bylaws of the Surviving Company and shall not be changed as a result of or in connection with the Merger.

SECTION 2.02. Directors and Officers. The persons who are directors and officers of SBL on the Effective Date shall continue as directors and officers of the Surviving Company until their respective successors shall be duly elected and qualified.

ARTICLE III TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. On the Effective Date, SBL shall continue in existence as the Surviving Company, and without further transfer, succeed to and possess all of the rights, privileges and powers of SBC, and all of the assets and property of whatever kind and character of SBC shall vest in SBL without further act or deed. Thereafter, SBL, as the Surviving Company, shall assume and be liable for all liabilities and obligations of SBC, including all valid and enforceable rights of creditors and valid and enforceable liens, debts, liabilities, obligations, and duties, and all such liabilities and obligations may be enforced against SBL to the same extent as if they had been initially incurred or contracted by SBL.

ARTICLE IV CERTIFICATION

SECTION 4.01. Approval by SBC. This Plan of Merger was duly adopted and approved by written consent of the Board of Directors and the sole shareholder of SBC in accordance with the applicable laws of the State of Florida and the Bylaws of SBC.

SECTION 4.02. Approval by SBL. This Plan of Merger was duly adopted and approved by written consent of the Board of Directors and the sole shareholder of SBL in accordance with the applicable laws of the State of New York and the Bylaws of SBL.

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ARTICLE V
CONDITIONS

SECTION 5.01. Termination. Notwithstanding approval of the Merger by the sole shareholder of SBC and SBL, the Merger and this Plan of Merger may be abandoned at any time before or after such approval, but not later than the filing of the Articles of Merger, by the Board of Directors of each of the Constituent Companies, evidenced by and through appropriate resolutions. In the event of the termination and abandonment of this Plan of Merger and the Merger pursuant to this Section 5.01, this Plan of Merger shall become void and have no effect and shall not impose any liability on the part of either of the Constituent Companies or their Board Directors or shareholders in respect thereof.

SECTION 5.02. Amendment. The Constituent Companies, by mutual consent of their respective Board of Directors, may at any time prior to the filing of the Articles of Merger amend this Plan of Merger in such manner as may be agreed upon by them in writing, subject to limitations imposed by applicable law.

SECTION 5.03. Counterparts. This Plan of Merger may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts taken together shall constitute but one and the same agreement.

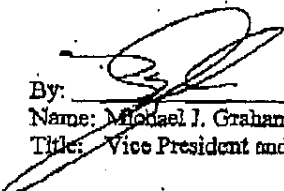
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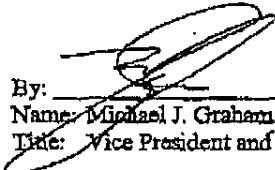
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SBC HEALTH SOUTH, INC.

By: 
Name: Michael J. Graham
Title: Vice President and Chief Financial Officer

SANFORD-BROWN, LIMITED

By: 
Name: Michael J. Graham
Title: Vice President and Chief Financial Officer

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