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February 26, 2001

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Center for Radiation Oncology of Zephyrhills, Inc. into Kathryn L.

Kepes, M.D., P.A.

Filing Evidence

- ☐ Plain/Confirmation Copy
☒ Certified Copy

Retrieval Request

- ☐ Photocopy
☐ Certified Copy

Type of Document

- ☐ Certificate of Status
☐ Certificate of Good Standing
☐ Articles Only
☐ All Charter Documents to Include
Articles & Amendments
☐ Fictitious Name Certificate
☐ Other

FILED
FEB 27 PM 2:22
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

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AMENDMENTS	
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<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
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01 FEB 26 AM 11:52
DIVISION OF CORPORATION
COLLETTTE FEB 27 2001

ARTICLES OF MERGER
Merger Sheet

MERGING:

CENTER FOR RADIATION ONCOLOGY OF ZEPHYRHILLS, P.A., a Florida
corporation, P97000074489

INTO

KATHRYN L. KEPES, M.D., P.A., a Florida entity, P93000072325

File date: February 27, 2001

Corporate Specialist: Cheryl Coulliette



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

February 26, 2001

UCC FILING & SEARCH SERVICES, INC.

TALLAHASSEE, FL

SUBJECT: KATHRYN L. KEPES, M.D., P.A.
Ref. Number: P93000072325

We have received your document for KATHRYN L. KEPES, M.D., P.A. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The name of the corporation which is merging into this corporation was changed, therefore, the new name must appear exactly as we show our records. This includes the places the name is showing in the signature places as well. Please make corrections and return for filing.

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) 487-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 301A00012061

RECEIVED
01 FEB 27 PM 1:55
DIVISION OF CORPORATIONS

ARTICLES OF MERGER

OF

CENTER FOR RADIATION ONCOLOGY OF ZEPHYRHILLS, P.A.

into

KATHRYN L. KEPES, M.D., P.A.

under the name of

KATHRYN L. KEPES, M.D., P.A.

FILED
01 FEB 27 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the Sections 607.1101 and 607.1105 of the Florida Statutes, the undersigned corporations, KATHRYN L. KEPES, M.D., P.A., a Florida corporation (hereinafter referred to as "Kepes"), and CENTER FOR RADIATION ONCOLOGY OF ZEPHYRHILLS, P.A., a Florida corporation (hereinafter referred to as "Zephyrhills"), adopt the following Articles of Merger for the purpose of merging Zephyrhills into Kepes:

Plan of Merger

1. The Plan and Agreement of Reorganization by Merger setting forth the terms and conditions of the merger of Zephyrhills into Kepes is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan


2. Zephyrhills has One Hundred (100) shares of common stock, No Par Value issued and outstanding that were entitled to vote on the Plan of Merger and Kepes has One Hundred (100) shares of common stock, \$1.00 Par Value issued and outstanding that were entitled to vote on the Plan of Merger. All One Hundred (100) shares of Zephyrhills and all One Hundred (100) shares of Kepes were voted in favor of the Plan of Merger, and No shares were voted against the Plan of Merger, at a special meeting of the shareholders of Zephyrhills and at a special meeting of the shareholders of Kepes held on February 22, 2001.

Effective Date

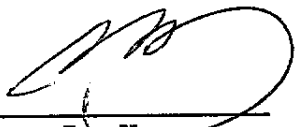
3. The Plan of Merger shall be effective as of March 1, 2001.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the 22 day of February, 2001.

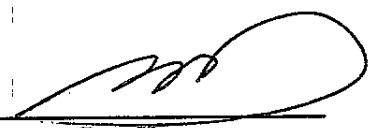
"ZEPHYRHILLS"
Center for Radiation Oncology
of Zephyrhills, P.A.

By: 
Kathryn L. Kepes,
President


ATTEST:

By: 
Kathryn L. Kepes,
Secretary

"KEPES"
Kathryn L. Kepes, M.D., P.A.

By: 
Kathryn L. Kepes,
President

ATTEST:

By: 
Kathryn L. Kepes,
Secretary

PLAN AND AGREEMENT OF REORGANIZATION

by merger of

CENTER FOR RADIATION ONCOLOGY OF ZEPHYRHILLS, P.A.

with and into

KATHRYN L. KEPES, M.D., P.A.

under the name of

KATHRYN L. KEPES, M.D., P.A.

THIS PLAN AND AGREEMENT OF REORGANIZATION BY MERGER (the "Agreement") is made and enter into by and between **CENTER FOR RADIATION ONCOLOGY OF ZEPHYRHILLS, P.A.**, a Florida corporation ("Zephyrhills"), and **KATHRYN L. KEPES, M.D., P.A.**, a Florida corporation ("Kepes").

ARTICLE 1. PLAN OF MERGER

1.1. Plan Adoption. A plan of merger of Zephyrhills and Kepes, pursuant to Sections 607.1101 and 607.1105 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Zephyrhills shall be merged with and into Kepes, to exist and be governed by the laws of the State of Florida.

(b) The name of Kepes as the surviving corporation shall remain the same, to wit: **KATHRYN L. KEPES, M.D., P.A.**

(c) When this Agreement shall become effective, the separate corporate existence of Zephyrhills shall cease, and Kepes shall succeed, without other transfer, to all the rights and property of Zephyrhills and shall be subject to all the debts and liabilities of Zephyrhills in the same manner as if Kepes had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited to the property affected by the liens immediately prior to the merger.

(d) Kepes will carry on business with the assets of Zephyrhills, as well as with the assets of Kepes.

(e) The shareholders of Zephyrhills will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Zephyrhills surrendered by its shareholders, Kepes will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of Kepes will retain their shares as shares of Kepes.

(h) The Articles of Incorporation of Kepes, as existing on the Effective Date of the merger, shall continue in full force as the Articles of Incorporation of Zephyrhills until altered, amended, or repealed as provided in the Articles or by law.

1.2. Effective Date. The effective date of the merger ("Effective Date") shall be March 1, 2001.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.1. Nonsurvivor. As a material inducement to Kepes to execute this Agreement and perform its obligations under this Agreement, Zephyrhills represents and warrants to Kepes as follows:

(a) Zephyrhills is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Zephyrhills is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Zephyrhills has authorized capital stock consisting of One Thousand (1,000) shares of common stock, No Par Value, of which One (100) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) Zephyrhills has furnished Kepes with an unaudited balance sheet of Zephyrhills as of December 31, 2000 and the related unaudited statement of income for the twelve months then ended. These financial statements (i) are in accordance with the books and records of Zephyrhills; (ii) fairly present the financial condition of Zephyrhills as of those dates and the results of its operations as of and for the periods specified; and (iii) contain and reflect reserves for all liabilities, losses, and costs, as may be required.

(d) All required federal, state, and local tax returns of Zephyrhills have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Zephyrhills has not been delinquent in the payment of any tax or assessment.

2.02. Survivor. As a material inducement to Zephyrhills to execute this Agreement and perform its obligations under this Agreement, Kepes represents and warrants to Zephyrhills as follows:

(a) Kepes is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Kepes is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Kepes has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, \$1.00 Par Value. As of the date of this Agreement, One Hundred (100) shares of common stock are validly issued and outstanding, fully paid, and nonassessable.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01. Interim Conduct of Business; Limitations. Pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent of Kepes, pending consummation of the merger, Zephyrhills shall not enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02. Submission to Shareholders. This Agreement shall be submitted concurrently to the shareholders of the constituent corporations in the manner provided by the laws of the State Florida for approval.

3.03. Conditions Precedent to Obligations of Zephyrhills. Except as may be expressly waived by Zephyrhills, all of the obligations of Zephyrhills under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions:

(a) The representations and warranties made by Kepes to Zephyrhills in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Kepes shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Zephyrhills and shall either correct the error, misstatement, or omission or obtain a waiver from Zephyrhills.

(b) Kepes shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

3.04. Conditions Precedent to Obligations of Kepes. Except as may be expressly waived by Kepes, all of the obligations of Kepes under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions:

(a) The representations and warranties made by Zephyrhills to Kepes in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Zephyrhills shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Kepes and shall either correct the error, misstatement, or omission or obtain a waiver from Kepes.

(b) Zephyrhills shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4. MANNER OF CONVERTING SHARES

4.01. Manner. The holders of shares of Zephyrhills shall surrender their shares to the Secretary of Kepes promptly after the Effective Date, in exchange for shares of Kepes to which they are entitled under this Article 4.

4.02. Basis. The shareholders of Zephyrhills shall be entitled to receive One Hundred (100) shares of common stock, \$1.00 Par Value, in Kepes, being Fifty (50%) percent of the total outstanding common stock of Kepes, after the merger, to be distributed on the basis of one share for each share of common stock of Zephyrhills.

4.03. Shares of Survivor. The currently outstanding One Hundred (100) shares of common stock of Kepes, \$1.00 Par Value, shall remain outstanding after the merger.

ARTICLE 5. DIRECTORS AND OFFICERS

5.01. Directors and Officers of Survivor.

(a) The present Board of Directors of Kepes shall continue to serve as the Board of Directors of Kepes until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of Kepes on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of Kepes.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Kepes shall remain as officers of Kepes until the Board of Directors of Kepes shall determine otherwise. The Board of Directors of Kepes may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BYLAWS

6.01. Bylaws of Survivor. The bylaws of Kepes, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of Kepes as the surviving corporation until altered, amended, or repealed as provided in the bylaws.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

7.01. Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Zephyrhills, Kepes, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of One (1) year after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

7.02. Indemnification. The stockholders of Zephyrhills, by their execution of this Agreement, hereby agree that on or prior to the Effective Date they:

(a) Ratify and approve the representations and warranties to Kepes as are described in Article 2 of this Agreement, as of the Effective Date;

(b) Agree that the representations and warranties made by the stockholders shall survive for a period of One (1) year after the Effective Date;

(c) Agree to indemnify Kepes for material misrepresentations or breach's of any warranty made to Kepes.

7.03. Expenses. The expenses and costs arising out of this Agreement shall be paid by Kepes.

ARTICLE 8. TERMINATION

8.01. Circumstances. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Florida Department of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations; or

(b) At the election of the Board of Directors of either constituent corporation for any reason.

8.02. Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation; and

(b) On the giving of notice as provided herein, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

9.01. Further Assurances. Zephyrhills agrees that from time to time, as and when requested by Kepes or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Zephyrhills further agrees to take or cause to be taken any further or other actions as Kepes may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to Kepes, title to and possession of all the property, rights, privileges, and powers referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

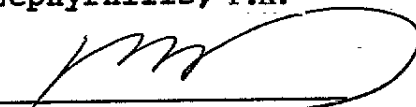
9.02. Notices. Any notice or other communication required or permitted under this Agreement shall be properly given when hand delivered or sent by certified or registered mail, postage prepaid, to the parties at the address indicated on the books of each entity.

9.03. Entire Agreement. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction.


9.04. Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed by the respective parties on the 22 day of February, 2001.


"ZEPHYRHILLS"
Center for Radiation Oncology
of Zephyrhills, P.A.

By: 
Kathryn L. Kepes,
President & Secretary

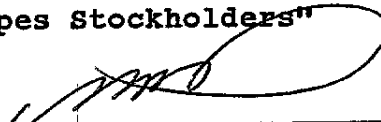
"KEPES"
Kathryn L. Kepes, M.D., P.A.

By: 
Kathryn L. Kepes,
President & Secretary

"Zephyrhills Stockholders"


Kathryn L. Kepes, M.D.

"Kepes Stockholders"


Kathryn L. Kepes, M.D.