

P94000043356

HOLLAND & KNIGHT
Requestor's Name
315 SOUTH CALHOUN STREET
Address
Tallahassee, Florida 32301
City/State/Zip Phone #
224-7000

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. FemWell Group Health, Inc.
(Corporation Name) (Document #)

RECEIVED

99 MAR 18 10:23 AM

STATE
DEPT OF CORPORATIONS
TALLAHASSEE, FLORIDA

(Corporation Name)

(Document #)

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(Corporation Name)

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TALLAHASSEE, FLORIDA

- ☒ Walk-in ☒ Pick up time 2:00 ☒ Certified Copy
☐ Mailbox ☐ Will wait ☐ Photocopy ☐ Certificate of Status

Please File
Articles of merger

NEW FILINGS	
☐	Profit
☐	NonProfit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS	
☐	Amendment
☐	Resignation of R.A. Officer/ Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☒	Merger

OTHER FILINGS	
☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/ QUALIFICATION	
☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

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*****78.75 *****78.75

See 3/18

ARTICLES OF MERGER
Merger Sheet

MERGING:

FEMWELL GROUP HEALTH, INC., a Florida corporation, P97000031060

INTO

FLORIDA HEALTH PROFESSIONALS, INC. which changed its name to
FEMWELL GROUP HEALTH, INC., a Florida corporation, P94000043356

File date: March 18, 1999

Corporate Specialist: Teresa Brown

ARTICLES OF MERGER

OF

FEMWELL GROUP HEALTH, INC.
(A Florida Corporation)

INTO

FLORIDA HEALTH PROFESSIONALS, INC.
(A Florida Corporation)

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Pursuant to the provisions of §607.1105, Florida Statutes, these Articles of Merger provide that:

1. Femwell Group Health, Inc., a Florida corporation, (the "Merged Corporation"), shall be merged with and into Florida Health Professionals, Inc., a Florida corporation. Florida Health Professionals, Inc., shall be the surviving corporation in the merger (the "Surviving Corporation").

2. The merger shall become effective upon filing (the "Effective Date").

3. The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall remain and be the Articles of Incorporation of the Surviving Corporation except that at the Effective Date, the name of the Surviving Corporation shall be "Femwell Group Health, Inc." Said Articles of Incorporation shall, as of the Effective Date, be amended to provide for such name change.

4. The Agreement and Plan of Merger attached hereto as Exhibit "A" has been submitted to the shareholders of the Surviving Corporation and the Merged Corporation for their consent and approval in accordance with §607.1103 of the Florida Business Corporation Act, and was unanimously adopted and approved on February 19, 1998 in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Surviving Corporation and the Merged Corporation have caused these Articles of Merger to be executed by their respective officers this 12th day of March, 1999.

Florida Health Professionals, Inc.

By: _____

Jose Iparraguirre, M.D.
Its President

MIA4-705210

Femwell Group Health, Inc.

By: _____

Jose Iparraguirre, M.D.
Its President

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER
BETWEEN
FLORIDA HEALTH PROFESSIONAL, INC.
AND
FEMWELL GROUP HEALTH, INC.

12th This Agreement and Plan of Merger is entered into as of the day of March, 1999 by and between Femwell Group Health, Inc., a Florida corporation, and Florida Health Professionals, Inc., a Florida corporation.

WHEREAS, Femwell Group Health, Inc., a Florida corporation (the "Merging Company") desires to merge into Florida Health Professionals, Inc., a Florida corporation (the "Surviving Company"), and the Surviving Company desires for the Merging Company to merge into the Surviving Company.

WHEREAS, the respective Boards of Directors of each of the merging companies has agreed to the merger upon the terms in this Agreement and Plan of Merger.

Now, therefore, the parties agree as follows:

A. CORPORATIONS PARTICIPATING IN MERGER.

Femwell Group Health, Inc., a Florida corporation (the "Merging Company") and Florida Health Professionals, Inc., a Florida corporation (the "Surviving Company") agree that the Merging Company shall merge into the Surviving Company.

B. NAME, ADDRESS AND IDENTIFICATION NUMBERS OF SURVIVING COMPANY.

As of the merger, the Surviving Company shall amend its articles of incorporation to have the name "Femwell Group Health, Inc." The Surviving Company shall continue to be incorporated under and governed by the laws of the State of Florida. The principal business office of the Surviving Company will continue to be 7775 S.W. 87th Ave. Suite 120, Miami, Florida 33173. The Surviving Company shall continue to do business under the Employer Identification Number (65-0505313) and physician group practice identification number previously acquired by the Surviving Company.

C. MERGER, ASSETS AND LIABILITIES OF MERGING COMPANY;
INDEMNIFICATION

(a) Pursuant to the terms and conditions of this Agreement and Plan of Merger, the Merging Company will merge into the Surviving Company. Upon the merger becoming effective, the corporate existence of the Surviving Company will continue, the Surviving Company shall succeed to all rights, assets, liabilities and obligations of the Merging Company (as more fully set forth in

Section 607.1106 of the Florida Business Corporation Act or the "FBCA"), and the separate corporate existence of the Merging Company shall cease. The time when the merger becomes effective is hereinafter referred to as the "Effective Date." The Effective Date shall be as of the filing of Articles of Merger with the Secretary of State of Florida.

(b) The shareholders of the Surviving Company agree to indemnify and hold harmless the shareholders of the Merging Company from and against liabilities of the Surviving Company prior to the Effective Date.

D. CONVERSION OF OUTSTANDING STOCK.

At the Effective Date, by virtue of the merger and without any action on the part of the holders thereof:

(a) Each share of common stock of the Surviving Company that is outstanding or that is held as a treasury share immediately prior to the Effective Date shall be cancelled as of the Effective Date without any payment therefor.

(b) Any and all shares of capital stock held by the Merging Company as treasury shares shall be canceled and retired without any payment therefor.

(c) Each share of the capital stock of the Merging Company issued and outstanding immediately prior to the Effective Date shall be canceled and converted into one (1) fully-paid and nonassessable share of the Surviving Company.

After the Effective Date, each holder of an outstanding certificate representing shares of the Surviving Company's and Merging Company's capital stock shall surrender the same to the Surviving Company for cancellation. Each holder of Merging Company stock shall be entitled to receive in exchange therefor a certificate evidencing the ownership of the number of shares of the Surviving Company's capital stock which are convertible thereto.

E. ARTICLES OF INCORPORATION AND BYLAWS, OFFICERS

The Articles of Incorporation and the Bylaws of the Surviving Company following the Effective Date shall be the same as immediately prior to the Effective Date unless and until they shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and except for the name change amendment to the Articles of Incorporation of the Surviving Company referenced in B. above. Such Articles of Incorporation shall constitute the Articles of Incorporation of the Surviving Company separate and apart from this Agreement and Plan of Merger and may be separately certificated as the Articles of Incorporation of the Surviving Company. The

members of the Board of Directors and the officers of the Surviving Company immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of the Surviving Company following the Effective Date, and such persons shall serve in such offices for the terms provide by law or in the Surviving Company's Bylaws, or until their respective successors or elected and qualified.

F. EMPLOYMENT AGREEMENTS WITH SHAREHOLDER PHYSICIANS;
SHAREHOLDERS' AGREEMENT

(a) Notwithstanding anything to the contrary contained in the employment agreements between shareholders/physicians and the Merging Company, as of the Effective Date of the merger, such agreements shall be assigned to the Surviving Company such that the employee shall be an employee of the Surviving Company pursuant to said employment agreement.

(b) The Shareholders' Agreement for the Merging Company dated June 15, 1997 (the "SH Agreement") shall, as of the Effective Date, be the Shareholders' Agreement for the Surviving Company such that, generally, the terms that refer to the Corporation therein shall be deemed to refer to the Surviving Company and the terms that refer to Shareholders therein shall refer to all shareholders of the Surviving Company after the Effective Date, notwithstanding anything to the contrary contained in the SH Agreement or any shareholders' agreement for the Surviving Company prior to the Effective Date.

(c) The shareholders of each of the Merging Company and the Surviving Company, as applicable, by their consent to this Agreement, specifically agree to the terms in this Part F.

G. WAIVER OF NOTICE OF DISSENTER'S RIGHTS.

All of the shareholders of the Merging Company hereby waive any and all dissenters' rights they have under the FBCA and waive any and all requirements of notice or otherwise relating to those rights under the FBCA.

H. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

I. COUNTERPARTS, FACSIMILE

This Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

J. TERMINATION

This Agreement may be terminated and abandoned by action of either of the respective Boards of Directors of the Surviving Company and Merging Company at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both such companies.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the parties hereto by their duly authorized officers this 12th day of March, 1999.

Florida Health Professionals, Inc.

By: _____

Jose Iparraguirre, M.D.
Its President

Femwell Group Health, Inc.

By: _____

Jose Iparraguirre, M.D.
Its President

MIA4-690250.2