

P95000026185

ARTICLES OF MERGER
Merger Sheet (1 of 2)

MERGING: -----

AHI MEDICAL GROUP, SOUTH PALM BEACH, INC., a Florida corporation,
P95000014905

AHI MEDICAL GROUP, CENTRAL PALM BEACH, INC., a Florida corporation,
P95000014912

AHI MEDICAL GROUP, NORTH PALM BEACH, INC., a Florida corporation,
P95000014908

AHI MEDICAL GROUP, SOUTH BROWARD COUNTY, INC., a Florida
corporation, P95000014901

AHI MEDICAL GROUP, NORTH BROWARD COUNTY, INC., a Florida
corporation, P95000014899

AHI MEDICAL GROUP, DADE COUNTY-KENDALL, INC., a Florida corporation,
P95000006108

AHI MEDICAL GROUP, DADE COUNTY-HIALEAH, INC., a Florida corporation,
P95000006100

AHI MEDICAL GROUP, DADE COUNTY-MEDICAL CENTER, INC., a Florida
corporation, P95000006118

***MERGING CORPORATIONS CONTINUED ON 2ND MERGER COVER
SHEET***

ARTICLES OF MERGER
Merger Sheet (2 of 2)

MERGING: -----

AHI MEDICAL GROUP, DADE COUNTY-CUTLER RIDGE/HOMESTEAD, INC.,
a Florida corporation, P95000006107

AHI MEDICAL GROUP, DADE COUNTY-NORTH DADE/MIAMI BEACH, INC., a
Florida corporation, P95000006120

AHI MEDICAL GROUP, DADE COUNTY-WESTCHESTER, INC., a Florida
corporation, P95000006121

INTO

AHI FLORIDA HOLDINGS, INC., a Florida corporation, P95000026185.

File date: April 16, 1997

Corporate Specialist: Joy Moon-French

2 of 2

P95000026185

Document Number Only

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

600002145316--6
-04/16/97--01070--010
****420.00 ****420.00

CORPORATION(S) NAME

AH1 Florida Holding, Inc.

- Profit
- NonProfit
- Limited Liability Co.
- Foreign
- Limited Partnership
- Reinstatement
- Certified Copy
- Call When Ready
- Walk In
- Mail Out
- Amendment
- Dissolution/Withdrawal
- Annual Report
- Reservation
- Photo Copies
- Call if Problem
- Will Wait
- Merge
- Mark
- Other
- Change of R.A.
- Fictitious Name Filing
- CUS
- After 4:30
- Pick Up

RECEIVED
97 APR 16 PM 2:45
TALLAHASSEE, FL

FILED
97 APR 16 PM 4:04
TALLAHASSEE, FLORIDA

Name Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

4/16/97

4/17 [Signature] merger

FILED

97 APR 16 PM 4:04

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
AHI MEDICAL GROUP, SOUTH PALM BEACH, INC.,
AHI MEDICAL GROUP, CENTRAL PALM BEACH, INC.,
AHI MEDICAL GROUP, NORTH PALM BEACH, INC.,
AHI MEDICAL GROUP, SOUTH BROWARD COUNTY, INC.,
AHI MEDICAL GROUP, NORTH BROWARD COUNTY, INC.,
AHI MEDICAL GROUP, DADE COUNTY-KENDALL, INC.,
AHI MEDICAL GROUP, DADE COUNTY-HIALEAH, INC.,
AHI MEDICAL GROUP, DADE COUNTY-MEDICAL CENTER, INC.,
AHI MEDICAL GROUP, DADE COUNTY-CUTLER RIDGE/HOMESTEAD, INC.,
AHI MEDICAL GROUP, DADE COUNTY-NORTH DADE/MIAMI BEACH, INC.,
AHI MEDICAL GROUP, DADE COUNTY-WESTCHESTER, INC.
AND
AHI FLORIDA HOLDINGS, INC.,
Florida corporations

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned corporations adopt the following articles of merger for the purpose of effecting a merger in accordance with the provisions of Section 607.1101 of the Act.

1. An Agreement and Plan of Merger (the "Merger Agreement") by and among AHI Florida Holdings, Inc. ("Holdings") and AHI Medical Group, South Palm Beach, Inc., AHI Medical Group, Central Palm Beach, Inc., AHI Medical Group, North Palm Beach, Inc., AHI Medical Group, South Broward County, Inc., AHI Medical Group, North Broward County, Inc., AHI Medical Group, Dade County-Kendall, Inc., AHI Medical Group, Dade County-Hialeah, Inc., AHI Medical Group, Dade County-Medical Center, Inc., AHI Medical Group, Dade County-Cutler Ridge/Homestead, Inc., AHI Medical Group, Dade County-North Dade/Miami Beach, Inc. and AHI Medical Group, Dade County-Westchester, Inc. (collectively, the "Disappearing Corporations"), dated as of March 18, 1997, provides for the merger (the "Merger") of the Disappearing Corporations with and into Holdings, with Holdings surviving the Merger, all as set forth more particularly in the Merger Agreement attached hereto.

2. The effective date and time of the Merger shall be the date and time these articles of merger are accepted for filing in accordance with the provisions of the Act.

3. The Boards of Directors and the shareholders of each of the Disappearing Corporations and of Holdings adopted the Merger Agreement on March 18, 1997.

Dated: April 4, 1997.

AHI Florida Holdings, Inc.

By: James A. Lebovitz
James A. Lebovitz, Senior Vice President,
General Counsel and Secretary

AHI Medical Group, South Palm Beach, Inc.
AHI Medical Group, Central Palm Beach, Inc.
AHI Medical Group, North Palm Beach, Inc.
AHI Medical Group, South Broward County, Inc.
AHI Medical Group, North Broward County, Inc.
AHI Medical Group, Dade County-Kendall, Inc.
AHI Medical Group, Dade County-Hialeah, Inc.
**AHI Medical Group, Dade County-Medical
Center, Inc.**
**AHI Medical Group, Dade County-Cutler
Ridge/Homestead, Inc.**
**AHI Medical Group, Dade County-North
Dade/Miami Beach, Inc.**
**AHI Medical Group, Dade County, Westchester,
Inc.**

By: James A. Lebovitz
James A. Lebovitz, Senior Vice President,
General Counsel and Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") dated as of March 18, 1997 is made and entered into by and among **AHI Medical Group, South Palm Beach, Inc. ("South Palm")**, **AHI Medical Group, Central Palm Beach, Inc. ("Central Palm")**, **AHI Medical Group, North Palm Beach, Inc. ("North Palm")**, **AHI Medical Group, South Broward County, Inc. ("South Broward")**, **AHI Medical Group, North Broward County, Inc. ("North Broward")**, **AHI Medical Group, Dade County-Kendall, Inc. ("Kendall")**, **AHI Medical Group, Dade County-Hialeah, Inc. ("Hialeah")**, **AHI Medical Group, Dade County-Medical Center, Inc. ("Med Center")**, **AHI Medical Group, Dade County-Cutler Ridge/Homestead, Inc. ("Homestead")**, **AHI Medical Group, Dade County-North Dade/Miami Beach, Inc. ("Miami Beach")**, **AHI Medical Group, Dade County-Westchester, Inc. ("Westchester")** and **AHI Florida Holdings, Inc. ("Holdings")**, all Florida corporations, such corporations being hereinafter collectively referred to as "Constituent Corporations."

WITNESSETH

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of such Corporations and their respective shareholders that South Palm, Central Palm, North Palm, South Broward, North Broward, Kendall, Hialeah, Med Center, Homestead, Miami Beach and Westchester merge with and into Holdings, with Holdings as the surviving corporation (the "Merger");

WHEREAS, the respective Boards of Directors of the Constituent Corporations have duly approved this Merger Agreement providing for the Merger as authorized by the Florida Business Corporation Act (the "Act"); and

WHEREAS, each of South Palm, Central Palm, North Palm, South Broward, North Broward, Kendall, Hialeah, Med Center, Homestead, Miami Beach and Westchester (collectively, the "Disappearing Corporations") are wholly owned subsidiaries of Holdings and Holdings is a wholly owned subsidiary of AHI Healthcare Systems, Inc.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of such Merger and such other details and provisions as are deemed necessary or proper, the parties hereto have agreed and do hereby agree, subject to the conditions hereinafter set forth, as follows:

Article 1
THE CONSTITUENT CORPORATIONS

1.1 South Palm is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.2 Central Palm is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.3 North Palm is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.4 South Broward is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.5 North Broward is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.6 Kendall is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.7 Hialeah is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.8 Med Center is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.9 Homestead is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.10 Miami Beach is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.11 Westchester is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 1 share is issued and outstanding as of the date hereof.

1.12 Holdings is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000,000 shares, no par value, of which 100,000 shares are issued and outstanding as of the date hereof.

Article 2

TERMS AND CONDITIONS OF MERGER

2.1 The Merger shall become effective as of the date and time (the "Effective Time") of the filing of the Articles of Merger with the Secretary of State in accordance with the provisions of the Act.

2.2 At the Effective Time:

(a) The Disappearing Corporations shall be merged with and into Holdings, and Holdings shall be and is designated herein as the "Surviving Corporation."

(b) The separate corporate existence of the Disappearing Corporations shall cease and the Surviving Corporation shall thereafter cause to be filed in the jurisdictions of incorporation and other jurisdictions in which the Disappearing Corporations are qualified to do business such documents and instruments as are necessary or desirable to evidence such fact.

(c) The separate corporate existence of Holdings, with all of its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

(d) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises, whether public or private in nature, of each of the Disappearing Corporations and be subject to all the restrictions, disabilities and duties of each of the Disappearing Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Disappearing Corporations, and all property, real, personal and mixed, and all debts due to any of the Disappearing Corporations on whatever account, as well as all other things in action of or belonging to each of the Disappearing Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter effectively property of the Surviving Corporation to the same extent they were property of the Disappearing Corporations, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, in any of such Disappearing Corporations, shall not revert or be in any way impaired by

reason of the Act; but all rights of creditors and all liens upon any property of any of the Disappearing Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Disappearing Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

2.3 If at any time the Surviving Corporation shall deem or be advised that any further grants, assignments, confirmations or assurances are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation (or any successor or assign thereof) the title to any property of any of the Disappearing Corporations acquired or to be acquired by or as a result of the Merger, the officers or any of them and directors of any such Disappearing Corporation shall execute and deliver any and all such deeds, assignments, confirmations and assurances and do all things necessary or proper so as to best prove, confirm and ratify title to such property in the Surviving Corporation and otherwise carry out the purposes of the Merger and terms of this Merger Agreement.

Article 3

TREATMENT OF THE SHARES OF THE DISAPPEARING CORPORATIONS

3.1 The issued and outstanding capital shares of the Disappearing Corporations shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, but each such capital share which is issued and outstanding as of the Effective Time shall be surrendered and extinguished.

Article 4

CONDITIONS OF CLOSING

4.1 The consummation of the Merger is subject to the approval of the principal terms of this Merger Agreement and the Merger contemplated hereby by the shareholders of each Constituent Association.

Article 5

GENERAL

5.1 At any time prior to the Effective Time, this Merger Agreement may be terminated by written instrument signed by the parties hereto.

5.2 For the convenience of the parties, any number of counterparts of this Merger Agreement may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts together shall be considered one instrument.

5.3 This Merger Agreement cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

5.4 This Merger Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

5.5 This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, each Corporation has caused this Merger Agreement to be executed, all as the date first above written.

AHI Florida Holdings, Inc.

By: James A. Lebovitz
James A. Lebovitz, Senior Vice President,
General Counsel and Secretary

AHI Medical Group, South Palm Beach, Inc.
AHI Medical Group, Central Palm Beach, Inc.
AHI Medical Group, North Palm Beach, Inc.
AHI Medical Group, South Broward County, Inc.
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AHI Medical Group, Dade County-Cutler Ridge/Homestead, Inc.
AHI Medical Group, Dade County-North Dade/Miami Beach, Inc.
AHI Medical Group, Dade County, Westchester, Inc.

By: James A. Lebovitz
James A. Lebovitz, Senior Vice President,
General Counsel and Secretary