

# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(904) 222-8700 • (850) 222-8700 • (850) 222-8700

P95000075095

North Beach Family  
Practice, Inc.

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-02/23/98--01026--005  
\*\*\*\*210.00 \*\*\*\*210.00

Name	2/26/98
Availability	
Consent Examiner	Don
Updater	Don
Update Verifier	Don
Acknowledgement	Don
W.P. Verifier	Don

\*00789, 00524

Signature

Requested by: Cher 2.23.953

Name Date Time

Walk-In Will Pick Up

- Art of Inc. File
- LTD Partnership File Merger
- Foreign Corp. File
- L.C. File
- Fictitious Name File
- Trade/Service Mark
- ✓ Merger File
- Art. of Amend. File
- RA Resignation
- Dissolution / Withdrawal
- Annual Report / Reinstatement
- ✓ Cert. Copy x2
- Photo Copy
- Certificate of Good Standing
- Certificate of Status
- Certificate of Fictitious Name
- Corp Record Search
- Officer Search
- Fictitious Search
- Fictitious Owner Search
- Vehicle Search
- Driving Record
- UCC 1 or 3 File
- UCC 11 Search
- UCC 11 Retrieval
- Courier

FILED  
98 FEB 26 PM 12:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
59 FEB 23 AM 10:15  
DIVISION OF CORPORATIONS

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A., a Florida  
corporation P92000014849

LAKEWOOD PARK MEDICAL CENTER, INC., a Florida corporation  
P95000041494

INTO

NORTH BEACH FAMILY PRACTICE, INC., a Florida corporation,  
P95000075095

File date: February 26, 1998

Corporate Specialist: Annette Hogan



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

February 23, 1998

Capital Connection, Inc.  
417 E. Virginia St.  
Suite 1  
Tallahassee, FL 32302

SUBJECT: NORTH BEACH FAMILY PRACTICE, INC.  
Ref. Number: P95000075095

We have received your document for NORTH BEACH FAMILY PRACTICE, INC. and your check(s) totaling \$210.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

All three corporations have been administratively dissolved for failure to file their 1997 annual reports. In order to file this merger each of the corporations must first fill out a reinstatement form. The fee for reinstating is \$900.00 for each corporation.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Hogan  
Corporate Specialist

Letter Number: 998A00010169

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FEB 25 11 19 20  
DIVISION OF CORPORATIONS

*Corrected*  
*File last*

**ARTICLES OF MERGER**  
**OF**  
**TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.**  
**AND**  
**LAKEWOOD PARK MEDICAL CENTER, INC.**  
**INTO**  
**NORTH BEACH FAMILY PRACTICE, INC.**

98 FEB 26 PM 12:36  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.**, a Florida corporation, **LAKEWOOD PARK MEDICAL CENTER, INC.**, a Florida corporation, and **NORTH BEACH FAMILY PRACTICE, INC.**, a Florida corporation, adopt the following Articles of Merger for the purpose of merging **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.**, and **LAKEWOOD PARK MEDICAL CENTER, INC.** into **NORTH BEACH FAMILY PRACTICE, INC.**:

1. **PLAN OF MERGER.** The Plan of Merger setting forth the terms and conditions of the merger of **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.** and **LAKEWOOD PARK MEDICAL CENTER, INC.** into **NORTH BEACH FAMILY PRACTICE, INC.** is attached to these Articles as Exhibit "A", and incorporated herein by reference.

2. **ADOPTION OF PLAN.** The Plan of Merger was approved by the Board of Directors of **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.**, the Board of Directors of **LAKEWOOD PARK MEDICAL CENTER, INC.**, and the Board of Directors of **NORTH BEACH FAMILY PRACTICE, INC.**, at special meetings of the board held February 19, 1998. Pursuant to Section 607.1103 of the Florida Statutes, the Plan of Merger did not require shareholder approval, and the requirements of said statute have been complied with as the articles of incorporation of the surviving corporation will not differ from its articles before

the merger, and each shareholder of the surviving corporation whose shares were outstanding immediately prior to the effective date of the merger will hold the same number of shares, with identical designations, preferences, limitations, and relative rights immediately after the merger.

3. EFFECTIVE DATE. The Plan of Merger shall be effective on filing of these Articles with the Department of State.

4. RECORDING OF ARTICLES. A certified copy of the Articles may be filed in the public records of any county in the State of Florida in which real property of the non-surviving corporations, **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.** and **LAKEWOOD PARK MEDICAL CENTER, INC.** may be located.

IN WITNESS WHEREOF, each of the undersigned corporations have caused these Articles to be signed as of the 20 day of February, 1998.

WITNESSES:

*[Signature]*  
*Diana L. Bouassa*

BY:

**TREASURE COAST FAMILY  
PRACTICES ASSOCIATES, P.A.**

*[Signature]*  
**ZIAD M. MARJIEH, President**

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

*[Signature]*  
*Diana L. Bouassa*

BY:

**LAKEWOOD PARK MEDICAL  
CENTER, INC.**

*[Signature]*  
**ZIAD M. MARJIEH, President**

ATTEST:

\_\_\_\_\_  
Secretary  
(Seal)

WITNESSES:

*[Signature]*

*Diana L. Lourosa*

BY:

NORTH BEACH FAMILY PRACTICE,  
INC.

*[Signature]*  
ZIAD M. MARJIEH, President

ATTEST:

*[Signature]*

Secretary

(Seal)

THIS INSTRUMENT PREPARED BY:

ROBERT V. SCHWERER, ESQ.  
Brennan, Hayskar, Jefferson,  
Walker & Schwerer, P.A.  
P.O. Box 3779  
Fort Pierce, FL 34948

**PLAN AND AGREEMENT OF REORGANIZATION**  
**BY MERGER OF**  
**TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.**  
**AND**  
**LAKEWOOD PARK MEDICAL CENTER, INC.**  
**WITH AND INTO**  
**NORTH BEACH FAMILY PRACTICE, INC.**  
**UNDER THE NAME OF**  
**NORTH BEACH FAMILY PRACTICE, INC.**

This is a Plan and Agreement of Merger (Agreement) between TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A., a Florida corporation, and LAKEWOOD PARK MEDICAL CENTER, INC., a Florida corporation (the Merging Corporations) and NORTH BEACH FAMILY PRACTICE, INC., a Florida corporation, (the Surviving Corporation).

1. PLAN OF MERGER. A plan of merger of TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A. and LAKEWOOD PARK MEDICAL CENTER, INC., with and into NORTH BEACH FAMILY PRACTICE, INC., pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(a) TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A. and LAKEWOOD PARK MEDICAL CENTER, INC. shall be merged with and into NORTH BEACH FAMILY PRACTICE, INC., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be NORTH BEACH FAMILY PRACTICE, INC.

(c) When this agreement shall become effective, the separate corporate existence of TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A. and LAKEWOOD PARK MEDICAL CENTER, INC. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all of the rights and properties of TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A. and LAKEWOOD PARK MEDICAL CENTER,

INC., and shall be subject to all of the debts and liabilities of the **Merging Corporations** in the same manner as if the **Surviving Corporation** had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The **Surviving Corporation** will carry on business with the assets of **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.** and **LAKEWOOD PARK MEDICAL CENTER, INC.**, as well as with the assets of **NORTH BEACH FAMILY PRACTICE, INC.**

(e) The shareholders of **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.** and **LAKEWOOD PARK MEDICAL CENTER, INC.** will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.** and **LAKEWOOD PARK MEDICAL CENTER, INC.** surrendered by its shareholders, the **Surviving Corporation** will issue and transfer to the shareholders, on the basis set forth in this **Merger Agreement** below, shares of its common stock.

(g) The shareholders of **NORTH BEACH FAMILY PRACTICE, INC.** will retain their shares as shares of the **Surviving Corporation**.

(h) The Articles of Incorporation of **NORTH BEACH FAMILY PRACTICE, INC.**, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the **Surviving Corporation** until altered, amended, or repealed as provided in the Articles or as provided by law.

2. **EFFECTIVE DATE.** The effective date of the merger



(Effective Date) shall be the date when the Articles of Merger are filed by the Department of State.

3. REPRESENTATIONS AND WARRANTIES. As a material inducement to execute this Agreement, and perform their respective obligations, the constituent corporations represent and warrant to each other that:

(a) **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A.** 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.

(b) **LAKEWOOD PARK MEDICAL CENTER, INC.** 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.

(c) **NORTH BEACH FAMILY PRACTICE, INC.** 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.

(d) Each corporation has furnished the other with unaudited balance sheets and related statements of income for the past 12 months. These financial statements are in accordance with the books and records of each corporation, fairly present the financial condition of each, and correctly reflect all debts, liabilities, and obligations.

4. **INTERIM CONDUCT OF BUSINESS.** 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.

5. **SUBMISSION TO SHAREHOLDERS.** This Agreement will not be submitted to the shareholders of **TREASURE COAST FAMILY PRACTICE ASSOCIATES, P.A, LAKEWOOD PARK MEDICAL CENTER, INC. or NORTH BEACH FAMILY PRACTICE, INC.** because such approval is not required pursuant to Section 607.1103(7) of the Florida Statutes.

6. **ISSUANCE OF SHARES.** All of the outstanding shares of the **Merging Corporations** are currently owned, and on the **Effective Date** of this merger, will be owned by **ZIAD M. MARJIEH**, who is the sole shareholder of both the **Merging Corporations** and **Surviving Corporation**. As a result, no additional shares need be issued by the **Surviving Corporation** to reflect the ownership interest of the stockholders after the **Effective Date**. The certificates representing the shares of stock of the **Merging Corporations** shall be surrendered and canceled on the **Effective Date**. The then outstanding shares of the **Surviving Corporation** shall be unaffected by the merger and shall continue to constitute all of the outstanding stock in the **Surviving Corporation**.

7. **DIRECTORS AND OFFICERS.** The present Board of Directors of **NORTH BEACH FAMILY PRACTICE, INC.** shall continue to serve as the Board of Directors of the **Surviving Corporation** until the next annual meeting or until their successors have been elected and

qualified. All persons who as of the **Effective Date** of the merger shall be executive or administrative officers of **NORTH BEACH FAMILY PRACTICE, INC.** shall remain as officers of the **Surviving Corporation** until the Board of Directors of the **Surviving Corporation** shall determine otherwise. The Board of Directors of the **Surviving Corporation** may elect or appoint additional officers as it deems necessary.

8. **BYLAWS.** The Bylaws of **NORTH BEACH FAMILY PRACTICE, INC.**, as existing on the **Effective Date** of the merger, shall continue in full force as the bylaws of the **Surviving Corporation** until altered, amended, or repealed as provided in the bylaws or as provided by law.

9. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties with respect to the contemplated transaction.

10. **GOVERNING LAW.** The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on this 20 day of February, 1998.

WITNESSES:

TREASURE COAST FAMILY PRACTICE  
ASSOCIATES, P.A.

BY:

ZIAD M. MARJIEH, President

ATTEST:

Secretary

(Seal)

*Rebecca Lynn*  
*Diana L. Bouassa*

LAKWOOD PARK MEDICAL  
CENTER, INC.

BY: *[Signature]*  
ZIAD M. MARJIEH, President

ATTEST:

*[Signature]*  
Secretary

(Seal)

*Rebecca Lynn*  
*Diana L. Bouassa*

NORTH BEACH FAMILY PRACTICE, INC.

BY: *[Signature]*  
ZIAD M. MARJIEH, President

ATTEST:

*[Signature]*  
Secretary

(Seal)

THIS INSTRUMENT PREPARED BY:

ROBERT V. SCHWERER, ESQ.  
Brennan, Hayskar, Jefferson,  
Walker & Schwerer, P.A.  
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Fort Pierce, FL 34948  
(561)461-2310