

P96000025988

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**Berger  
Davis &  
Singerman**  
*Professional Association*

April 1, 1998

*Please call  
Elizabeth  
561-111-1111  
when ready.*

Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

**Re: Boca Pediatric Critical Care, P.A.  
Palmetto Pediatric Critical Care, P.A.**

Dear Sir or Madam:

*Merger*

Enclosed are original Articles of Merger and Plan of Merger for the above-referenced corporations merging Boca Pediatric Critical Care, P.A., a Florida professional association, into Pediatric Critical Care, P.A., a Florida professional association. The surviving corporation of this merger will be Pediatric Critical Care, P.A. A check for \$122.50 is enclosed, which represents the \$70.00 filing fee, and \$52.50 for one certified copy of the Articles of Merger.

Please return the certified copy to the attention of the undersigned at this office.

If you have any questions with reference to the filing of these Articles of Merger, please do not hesitate to call.

Sincerely,

BERGER DAVIS & SINGERMANN

*Robin L. Goldston*  
Robin L. Goldston  
Legal Assistant

Name	4/1/98
Availability	
Document Examiner	<i>DOIL</i>
Updater	<i>DOIL</i>
Update	<i>DOIL</i>
cc:	Ms. Dee A. Crum Bruce E. Fittell, C.P.A. David Rosenbaum, C.P.A. James B. Davis, Esq.

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DIVISION OF CORPORATIONS

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

BOCA PEDIATRIC CRITICAL CARE, P.A., a Florida corporation P96000083076

INTO

PALMETTO PEDIATRIC CRITICAL CARE, P.A., a Florida corporation,  
P96000025988

File date: April 1, 1998

Corporate Specialist: Annette Hogan

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

FILED  
98 APR -1 PM 1:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF  
BOCA PEDIATRIC CRITICAL CARE, P.A.  
WITH AND INTO  
PALMETTO PEDIATRIC CRITICAL CARE, P.A.

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations hereby adopt the following Articles of Merger for the purpose of merging these corporations:

1. Boca Pediatric Critical Care, P.A., a Florida corporation ("Boca"), is hereby merging with and into Palmetto Pediatric Critical Care, P.A., a Florida corporation ("Palmetto"), the surviving corporation, pursuant to the Agreement and Plan of Merger ("Plan of Merger"), attached hereto as Exhibit "A."
2. The effective date of the merger shall be upon the filing of these Articles of Merger.
3. The Plan of Merger was approved and adopted by all the Directors and Shareholders of each Corporation on March 12, 1998.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its President as of the 12 day of March, 1998.

Witnesses:

Dee A. Crum  
\_\_\_\_\_

BOCA PEDIATRIC CRITICAL CARE,  
P.A., a Florida corporation  
By: Albert Tano  
ALBERT TANO, M.D.  
President

Witnesses:

Dee A. Crum  
\_\_\_\_\_

PALMETTO PEDIATRIC CRITICAL  
CARE, P.A., a Florida  
corporation  
By: Albert Tano  
ALBERT TANO, M.D.  
President

**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER** ("Agreement") made this 12 day of March, 1998, by and between BOCA PEDIATRIC CRITICAL CARE, P.A., a Florida professional corporation ("Boca"), and PALMETTO PEDIATRIC CRITICAL CARE, P.A., a Florida professional corporation ("Palmetto") (Boca and Palmetto are collectively referred to as the "Corporations" and are sometimes referred to individually as the "Corporation").

**WHEREAS**, as of the date hereof, Albert Tano, M.D., ("Tano") owns One Hundred (100) shares, Jorge Perez, M.D., owns One Hundred (100) shares, and Ernesto Valdes, M.D., owns One Hundred (100) shares of common stock of Boca, \$1.00 par value per share, which constitutes all of the issued and outstanding shares of stock of Boca (hereinafter referred to as "Boca Stock"); and

**WHEREAS**, as of the date hereof, Albert Tano, M.D., ("Tano") owns One Hundred (100) shares, Jorge Perez, M.D., owns One Hundred (100) shares, and Ernesto Valdes, M.D., owns One Hundred (100) shares of common stock of Palmetto, \$1.00 par value per share, which constitutes all of the issued and outstanding shares of stock of Palmetto (hereinafter referred to as "Palmetto Stock"); and

**WHEREAS**, the Board of Directors of each Corporation deems it advisable, in order to effectuate administrative cost reductions and to consolidate similar business purposes presently being undertaken by both such Corporations, that the Corporations merge into a single corporation ("Merger") pursuant to this Agreement and the applicable laws of the State of Florida; and

**WHEREAS**, the Corporations desire to adopt this Agreement as a Plan of Merger and to consummate the Merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, the Corporations agree that, as of the Effective Date (as defined below), Boca ("Merged Corporation") shall be merged with and into Palmetto ("Surviving Corporation") in accordance with the applicable laws of the State of Florida, and that the terms and conditions of the Merger shall be as follows:

**1. EFFECTIVE DATE OF MERGER.**

The effective date of the Merger shall be upon the filing of the Articles of Merger with the Secretary of State of the State of Florida ("Effective Date"); provided, however, that in no event shall the Effective Date of the Merger be prior to the filing of

the Articles of Merger by the Secretary of State of the State of Florida.

**2. NAME OF SURVIVING CORPORATION.**

The name of the Surviving Corporation shall remain "Palmetto Pediatric Critical Care, P.A."

**3. BYLAWS.**

The Bylaws of Palmetto, as in effect immediately prior to the Effective Date, shall be the Bylaws of the Surviving Corporation from and after the Effective Date.

**4. MANNER OF CONVERTING SHARES.**

(a) Conversion of Boca Stock. Each share of Boca Stock which is issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, as of the Effective Date, into one share of fully paid Palmetto Stock.

(b) Exchange of Certificates. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of the common stock of the Merged Corporation shall surrender same to the President of the Surviving Corporation and shall receive in exchange a certificate or certificates representing the number of full shares of the common stock of the Surviving Corporation into which the shares of the Merged Corporation represented by the certificate or certificates so surrendered shall have been converted pursuant to Paragraph 4(a), above.

(c) Unexchanged Certificates. Until surrendered, each outstanding certificate which, prior to the Effective Date, represented common stock of the Merged Corporation shall be deemed for all purposes, other than the payment of dividends or other distributions, to evidence ownership of the number of shares of the common stock of the Surviving Corporation into which it is to be converted (not to exceed the total number to be converted pursuant to Paragraph 4(a), above) and no dividend or other distribution payable to holders of common stock of the Surviving Corporation as of any date subsequent to the Effective Date shall be paid to the holders of outstanding certificates theretofore representing shares of common stock of the Merged Corporation; provided, however, that upon surrender and exchange of such outstanding certificates there shall be paid to the record holders of the certificates issued and exchanged therefor the amount, without interest thereon, of dividends and other distributions which

would have been payable with respect to the shares of common stock of the Surviving Corporation represented thereby.

**5. BOARD OF DIRECTORS AND OFFICERS.**

Until the election and qualification of their successors, the members of the Board of Directors of the Surviving Corporation in office on the Effective Date shall remain the Board of Directors of the Surviving Corporation until the election and qualification of their successor(s). The elected officers of the Surviving Corporation in office on the Effective Date shall continue in office at the pleasure of the Board of Directors of the Surviving Corporation, until the election and qualification of their successor(s).

**6. EFFECT OF THE MERGER.**

On the Effective Date, the separate existence of the Merged Corporation shall cease (except as otherwise provided by law) and it shall be merged with and into the Surviving Corporation. All property (real, personal and mixed) of the Merged Corporation and all debts due to the Merged Corporation on whatever account shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of the Merged Corporation, and any claim or judgment against the Merged Corporation may be enforced against the Surviving Corporation.

**7. APPROVAL OF DIRECTORS AND SHAREHOLDERS.**

Execution of this Agreement has been duly authorized and approved by the Board of Directors and Shareholders of each Corporation in accordance with applicable laws of the State of Florida.

**8. DESIGNATION OF AGENT FOR SERVICE.**

As of the Effective Date, the Surviving Corporation shall hereby become the Registered Agent to accept service of process in any action, suit or proceeding for the enforcement of any obligations of the Merged Corporation for which the Surviving Corporation is liable under this Agreement or under applicable laws of the State of Florida.

**9. ACCESS.**

From the date hereof to the Effective Date, the Corporations shall provide each other with such information and permit each other's Officers and representatives such access to its properties and books and records as the other may from time to time reasonably required. If the Merger is not consummated, all documents received in connection with this Agreement shall be returned to the parties

furnishing the same and all information so received shall be treated as confidential.

**10. TERMINATION.**

(a) **Circumstances of Termination.** This Agreement may be terminated (notwithstanding approval by the Shareholders of either party hereto) and the proposed Merger abandoned at any time before the Effective Date by the Board of Directors of either of the Corporations.

(b) **Effect of Termination.** In the event of a termination of this Agreement pursuant to Paragraph 11(a) hereof, each party shall pay its pro rata share of costs and expenses incurred in connection with this proposed Merger and no party (or any of its Officers, Directors or Shareholders) shall be liable to any other party for any cost, expense, damage or loss of anticipated profits hereunder.

**11. GENERAL PROVISIONS.**

(a) **Further Assurances.** At any time, and from time to time, after the Effective Date, each party shall execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or to otherwise carry out the intent and purposes of this Agreement.

(b) **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or sent by prepaid first class registered or certified mail, return receipt requested, as follows:

Boca Pediatric Critical Care, P.A.  
7211 S.W. 62nd Avenue, Suite 206  
Miami, Florida 33143

Palmetto Pediatric Critical Care, P.A.  
7211 S.W. 62nd Avenue, Suite 206  
Miami, Florida 33143

(c) **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or subject matter hereof.

(d) **Headings.** The Paragraph and Subparagraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

