

Division of Corporations

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P960000 87295

Florida Department of State

Division of Corporations

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Katherine Harris, Secretary of State

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EFFECTIVE DATE
12-31-2000

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Division of Corporations

Fax Number : (850) 922-4000

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

ST. AUGUSTINE DIALYSIS FACILITY CORP.

Certificate of Status	1
Certified Copy	1
Page Count	11
Estimated Charge	\$262.50

Merger

13

ARTICLES OF MERGER
Merger Sheet

MERGING:

CARSON DIALYSIS CENTER, INC., a Florida corporation, document number P96000047236

FORT LAUDERDALE DIALYSIS FACILITY CORP., a Florida corporation, document number P96000087285

HOLLYWOOD DIALYSIS CENTER, INC., a Florida corporation, document number P9300004707

JERSEY CITY DIALYSIS CENTER, INC., a Florida corporation, document number P96000054128

MIAMI DIALYSIS CENTER, INC., a Florida corporation, document number P97000006238

NEW SMYRNA BEACH DIALYSIS FACILITY CORP., a Florida corporation, document number P96000087278

INTO

ST. AUGUSTINE DIALYSIS FACILITY CORP., a Florida entity, P96000087295

File date: December 27, 2000, effective December 31, 2000

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER
OF

CARSON DIALYSIS CENTER, INC., a Florida corporation,
FORT LAUDERDALE DIALYSIS FACILITY CORP., a Florida corporation,
HOLLYWOOD DIALYSIS CENTER, Inc., a Florida corporation,
JERSEY CITY DIALYSIS CENTER, Inc., a Florida corporation,
MIAMI DIALYSIS CENTER, Inc., a Florida corporation, and
NEW SMYRNA BEACH DIALYSIS FACILITY CORP., a Florida corporation,

INTO

EFFECTIVE DATE

12-27-2000

ST. AUGUSTINE DIALYSIS FACILITY CORP., a Florida Corporation.

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, ST. AUGUSTINE DIALYSIS FACILITY CORP., a Florida Corporation, and CARSON DIALYSIS CENTER, INC., a Florida corporation, FORT LAUDERDALE DIALYSIS FACILITY CORP., a Florida corporation, HOLLYWOOD DIALYSIS CENTER, Inc., a Florida corporation, JERSEY CITY DIALYSIS CENTER, Inc., a Florida corporation, MIAMI DIALYSIS CENTER, Inc., a Florida corporation, and NEW SMYRNA BEACH DIALYSIS FACILITY CORP., a Florida corporation, adopt the following Articles of Merger for the purpose of merging CARSON DIALYSIS CENTER, INC., a Florida corporation, FT. LAUDERDALE DIALYSIS FACILITY CORPORATION, a Florida corporation, HOLLYWOOD DIALYSIS CENTER, Inc., a Florida corporation, JERSEY CITY DIALYSIS CENTER, Inc., a Florida corporation, MIAMI DIALYSIS CENTER, Inc., a Florida corporation, and NEW SMYRNA BEACH DIALYSIS FACILITY CORP., a Florida corporation into ST. AUGUSTINE DIALYSIS FACILITY CORP., a Florida Corporation:

1. Plan of Merger

The Plan of Merger setting forth the terms and conditions of the merger of Carson Dialysis Center, Inc., a Florida corporation, Fort Lauderdale Dialysis Facility Corp., a Florida corporation, Hollywood Dialysis Center, Inc., a Florida corporation, Jersey City Dialysis Center, Inc., a Florida corporation, Miami Dialysis Center, Inc., a Florida corporation, and New Smyrna Beach Dialysis Facility Corp., a Florida corporation into St. Augustine Dialysis Facility Corp., a Florida Corporation is attached to these Articles as an exhibit and incorporated herein by reference.

2. Adoption of Plan

2.1 The Plan of Merger was approved by the shareholders of the Carson Dialysis Center, Inc. at a special meeting held on December 27, 2000.

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2.2 The Plan of Merger was approved by the shareholders of the Fort Lauderdale Dialysis Facility Corp., at a special meeting held on December 27, 2000.

2.3 The Plan of Merger was approved by the shareholders of the Hollywood Dialysis Center, Inc. at a special meeting held on December 27, 2000.

2.4 The Plan of Merger was approved by the shareholders of the Jersey City Dialysis Center, Inc. at a special meeting held on December 27, 2000.

2.5 The Plan of Merger was approved by the shareholders of the Miami Dialysis Center, Inc. at a special meeting held on December 27, 2000.

2.6 The Plan of Merger was approved by the shareholders of the New Smyrna Beach Dialysis Facility Corp. at a special meeting held on December 27, 2000.

2.7 The Plan of Merger was approved by the shareholders of the St. Augustine Dialysis Facility Corp. at a special meeting held on December 27, 2000.

3. Effective Date

The Plan of Merger shall be effective 11:59 p.m. on December 31, 2000.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 27, 2000.

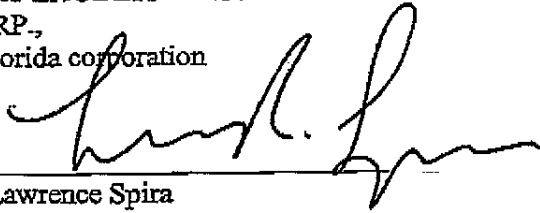
CARSON DIALYSIS CENTER, INC.
a Florida corporation

By: 

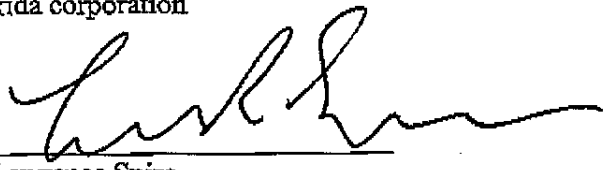
Lawrence R. Spira
President

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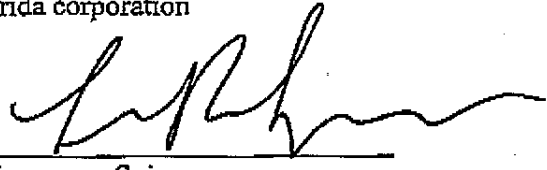
FORT LAUDERDALE DIALYSIS FACILITY
CORP.,
a Florida corporation

By: 
Lawrence Spira
President

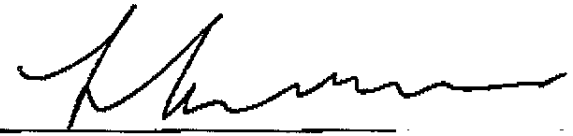
HOLLYWOOD DIALYSIS CENTER, Inc.,
a Florida corporation

By: 
Lawrence Spira
President

JERSEY CITY DIALYSIS CENTER, Inc.,
a Florida corporation

By: 
Lawrence Spira
President

MIAMI DIALYSIS CENTER, Inc.,
a Florida corporation

By: 
Lawrence Spira
President

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NEW SMYRNA BEACH DIALYSIS FACILITY
CORP.,
a Florida corporation

By: 

Lawrence Spira
President

ST. AUGUSTINE DIALYSIS FACILITY CORP.,
a Florida Corporation

By: 

Lawrence Spira
President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is entered into as of December 27, 2000, by and among CARSON DIALYSIS CENTER, INC., a Florida corporation ("Disappearing Corporation 1"), FORT LAUDERDALE DIALYSIS FACILITY CORP., a Florida corporation ("Disappearing Corporation 2"), HOLLYWOOD DIALYSIS CENTER, Inc., a Florida corporation ("Disappearing Corporation 3"), JERSEY CITY DIALYSIS CENTER, Inc., a Florida corporation ("Disappearing Corporation 4"), MIAMI DIALYSIS CENTER, Inc., a Florida corporation ("Disappearing Corporation 5"), NEW SMYRNA BEACH DIALYSIS FACILITY CORP., a Florida corporation ("Disappearing Corporation 6") and ST. AUGUSTINE DIALYSIS FACILITY CORP., a Florida Corporation (the "Surviving Corporation"). Disappearing Corporation 1, Disappearing Corporation 2, Disappearing Corporation 3, Disappearing Corporation 4, Disappearing Corporation 5, and Disappearing Corporation 6 are collectively referred to as the "Disappearing Corporations."

WHEREAS, the respective Boards of Directors of each Disappearing Corporation and the Surviving Corporation have approved the acquisition of each Disappearing Corporation by the Surviving Corporation through the merger of the Disappearing Corporations with the Surviving Corporation (the "Merger") upon the terms and subject to the conditions set forth herein, and have determined that the Merger and the other transactions contemplated hereby are consistent with, and in furtherance of, their respective business strategies and goals and in the best interests of their respective stockholders; and

WHEREAS, the parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger;

WHEREAS, the parties acknowledge that the transactions contemplated by this Agreement are subject to the approval of the stockholders of the Disappearing Corporations and the satisfaction of certain other conditions described in this Agreement; and

WHEREAS, the Disappearing Corporations and the Surviving Corporation 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, in consideration of the above and the mutual representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Merger

Pursuant to Section 607.1101 of the Florida Statutes, on the Effective Date of this Agreement, as defined in Section 2 hereof, the Disappearing Corporations shall be merged with and into the Surviving Corporation, which shall be the surviving corporation. The separate existence of the Disappearing Corporations shall cease in accordance with the provisions of the

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Florida law and Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Disappearing Corporations and shall be subject to all the debts and liabilities thereof in the same manner as if the Surviving Corporation had itself incurred them. The Surviving Corporation shall continue its existence in accordance with the provisions of the Florida law.

The Surviving Corporation will carry on business with the assets of the Disappearing Corporations, as well as with the assets of the Surviving Corporation.

The shareholders of the Disappearing Corporations will surrender all of their shares of the Disappearing Corporations in the manner hereinafter set forth.

In exchange for the shares of the Disappearing Corporations surrendered by the shareholders of the Disappearing Corporations, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Section 3 below, shares of its common stock.

2. Effective Date. This Agreement and the Merger shall become effective at 11:59 p.m. on December 31, 2000 (the "Effective Date"), provided all filings necessary to cause this Agreement and the Merger to become effective shall have been duly filed in the offices of the Florida Secretary of State on or before said date; if such filings have not been made on or before said date, the Effective Date shall be the date on which such filings shall have been duly filed in the offices of the Florida Secretary of State for the purposes of Florida law.

3. Merger Consideration and Stock of Disappearing Corporations. Each share of capital stock of the Disappearing Corporations issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter evidence 1 share of common stock of the Surviving Corporation, each of \$1.00 par value, being 100 percent of the total outstanding common stock of the Surviving Corporation. The shareholders of the Disappearing Corporations shall surrender their shares to the Secretary of the Surviving Corporation, Vicki Burrier, promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Section 3.

4. Articles of Incorporation. The Articles of Incorporation of Surviving Corporation upon the Effective Date shall be and remain its Articles of Incorporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida law.

5. Bylaws. The bylaws of Surviving Corporation upon the Effective Date shall be and remain its bylaws and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Florida law.

6. Board of Directors and Officers. The Board of Directors and Officers of the Surviving Corporation, as in effect on the Effective Date, shall remain the same until the election and qualification of their successors.

7. Rights as Shareholders. On the Effective Date, the holders of certificates representing shares of the Disappearing Corporations outstanding immediately prior to the Effective Date shall cease to have any rights as shareholders of the Disappearing Corporations, except for such rights as they may have pursuant to this Agreement and applicable law. This

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Agreement has been submitted for approval to the shareholders of each Disappearing Corporation, and each such shareholder has received a copy of Sections 607.1301, 607.1302 and 607.1320 of the Florida Statutes, and each shareholder of the Disappearing Corporation has waived his or her dissenter rights in accordance with the applicable laws of the State of Florida.

8. Representations and Warranties.

8.1 Representations and Warranties of Disappearing Corporation. Each Disappearing Corporation hereby represents and warrants to the Surviving Corporation as follows:

8.1.1 Organization and Good Standing. The Disappearing Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

8.1.2 Corporate Authority. The Disappearing Corporation has full corporate power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement and the consummation of the Merger and all other transactions contemplated hereby have been duly authorized by all requisite corporate action, and this Agreement is a legal, valid and binding obligation of the Disappearing Corporation, enforceable against the Disappearing Corporation in accordance with its terms.

8.1.3 Capitalization.

(i) Disappearing Corporation 1 hereby represents and warrants to the Surviving Corporation that the authorized capital stock of Disappearing Corporation 1 consists of One Thousand (1,000) shares of common stock. There are One Hundred (100) shares of such common stock issued and presently outstanding. All of said shares have been duly authorized and validly issued, are fully paid and nonassessable, and were issued in compliance with the Articles of Incorporation and Bylaws of Disappearing Corporation 1. No equity securities of Disappearing Corporation 1, other than the shares of common stock as set forth herein, are issued or outstanding.

(ii) Disappearing Corporation 2 hereby represents and warrants to the Surviving Corporation that the authorized capital stock of Disappearing Corporation 2 consists of Seven Thousand, Five Hundred (7,500) shares of common stock. There are One Thousand (1,000) shares of such common stock issued and presently outstanding. All of said shares have been duly authorized and validly issued, are fully paid and nonassessable, and were issued in compliance with the Articles of Incorporation and Bylaws of Disappearing Corporation 2. No equity securities of Disappearing Corporation 2, other than the shares of common stock as set forth herein, are issued or outstanding.

(iii) Disappearing Corporation 3 hereby represents and warrants to the Surviving Corporation that the authorized capital stock of Disappearing Corporation 3 consists of One Thousand (1,000) shares of common stock. There are One Thousand (1,000) shares of such common stock issued and presently outstanding. All of said shares have been duly authorized and validly issued, are fully paid and nonassessable, and were issued in compliance with the Articles of Incorporation and Bylaws of Disappearing Corporation 3. No equity

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securities of Disappearing Corporation 3, other than the shares of common stock as set forth herein, are issued or outstanding.

(iv) Disappearing Corporation 4 hereby represents and warrants to the Surviving Corporation that the authorized capital stock of Disappearing Corporation 4 consists of Seven Thousand (7,500) shares of common stock. There are One Thousand (1,000) shares of such common stock issued and presently outstanding. All of said shares have been duly authorized and validly issued, are fully paid and nonassessable, and were issued in compliance with the Articles of Incorporation and Bylaws of Disappearing Corporation 4. No equity securities of Disappearing Corporation 4, other than the shares of common stock as set forth herein, are issued or outstanding.

(v) Disappearing Corporation 5 hereby represents and warrants to the Surviving Corporation that the authorized capital stock of Disappearing Corporation 5 consists of Seven Thousand, Five Hundred (7,500) shares of common stock. There are One Thousand (1,000) shares of such common stock issued and presently outstanding. All of said shares have been duly authorized and validly issued, are fully paid and nonassessable, and were issued in compliance with the Articles of Incorporation and Bylaws of Disappearing Corporation 5. No equity securities of Disappearing Corporation 5, other than the shares of common stock as set forth herein, are issued or outstanding.

(vi) Disappearing Corporation 6 hereby represents and warrants to the Surviving Corporation that the authorized capital stock of Disappearing Corporation 6 consists of Seven Thousand, Five Hundred (7,500) shares of common stock. There are One Thousand (1,000) shares of such common stock issued and presently outstanding. All of said shares have been duly authorized and validly issued, are fully paid and nonassessable, and were issued in compliance with the Articles of Incorporation and Bylaws of Disappearing Corporation 6. No equity securities of Disappearing Corporation 6, other than the shares of common stock as set forth herein, are issued or outstanding.

8.2 Representations and Warranties of Surviving Corporation. The Surviving Corporation hereby represents and warrants to the Disappearing Corporations as follows:

8.2.1 Organization and Standing. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

8.2.2 Corporate Authority. The Surviving Corporation has full corporate power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement and the consummation of the Merger and all other transactions contemplated hereby have been duly authorized by all requisite corporate action and this Agreement is a legal, valid and binding obligation of the Surviving Corporation, enforceable against the Surviving Corporation in accordance with its terms.

8.2.3 Capitalization. The Surviving Corporation's authorized capital stock consists of Seven Thousand, Five Hundred (7,500) shares of common stock. There are One Thousand (1,000) shares of such common stock issued and presently outstanding. All of

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said shares have been duly authorized and validly issued, are fully paid and nonassessable, and were issued in compliance with the Articles of Incorporation and Bylaws of the Surviving Corporation. No equity securities of the Surviving Corporation, other than the shares of common stock as set forth herein, are issued or outstanding.

9. Further Action. The Surviving Corporation may cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida, and may cause to be performed all necessary acts therein and elsewhere, in the name of either the Disappearing Corporations or the Surviving Corporation, to effectuate the Merger. The Board of Directors and the proper officers of the Surviving Corporation shall, in the name and on behalf of the Disappearing Corporations or the Surviving Corporation, do any and all acts and things, and make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger.

10. Amendment. At any time before or after approval of the Merger by the shareholders of the Disappearing Corporations or the Surviving Corporation, this Agreement may be amended in writing in any manner (except that any of the principal terms may not be amended without the approval of such shareholders) as may be determined in the judgment of, and by the agreement of, the Board of Directors of each of the Surviving Corporation and the Disappearing Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Agreement.

11. Abandonment. At any time before the Effective Date, this Agreement may be terminated by the Board of Directors of either the Surviving Corporation or any of the Disappearing Corporations or all, notwithstanding the approval of this Agreement by the shareholders of the Disappearing Corporations or the Surviving Corporation.

12. Binding Agreement. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of the parties.

13. Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Florida.

14. Headings. The headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated herein. There are no additional terms that are intended to be a part of the parties' understandings that have not been incorporated into this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed as of the date first above written.

CARSON DIALYSIS CENTER, INC.,
a Florida corporation

By: 
Lawrence Spira
President

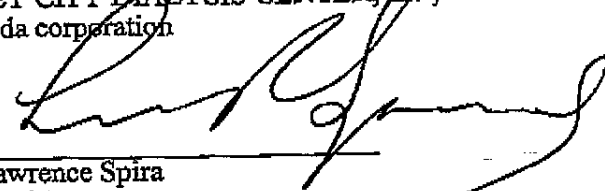
FORT LAUDERDALE DIALYSIS FACILITY
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a Florida corporation

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Lawrence Spira
President

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By: 
Lawrence Spira
President

JERSEY CITY DIALYSIS CENTER, Inc.,
a Florida corporation

By: 
Lawrence Spira
President

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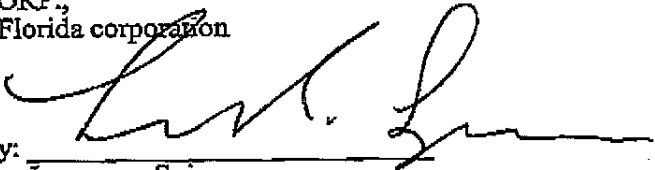
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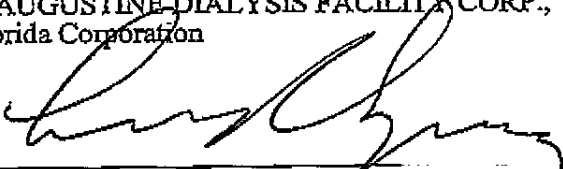
MIAMI DIALYSIS CENTER, Inc.,
a Florida corporation

By: 
Lawrence Spira
President

NEW SMYRNA BEACH DIALYSIS FACILITY
CORP.,
a Florida corporation

By: 
Lawrence Spira
President

ST. AUGUSTINE DIALYSIS FACILITY CORP.,
a Florida Corporation

By: 
Lawrence Spira
President

