

P97000017950

CT CORPORATION SYSTEM

FILED
01 JAN -3 PM 1:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Shapiro Medical Acquisition, P.A.

merging: Shapiro Medical Institute, P.A.

800003521658--1
-01/03/01--01031--019
*****70.00 *****70.00

Merger

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<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name _____ 1/3/01
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

Order#: 349846

Ref#: _____

Amount: \$ _____

RECEIVED
01 JAN -3 AM 11:24
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

*for
(BIO)*

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING:

SHAPIRO MEDICAL INSTITUTE, P.A., a Florida corporation P97000017950
,

INTO

SHAPIRO MEDICAL ACQUISITION, P.A., a Minnesota corporation not qualified
in Florida.

File date: January 3, 2000

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER OF
SHAPIRO MEDICAL INSTITUTE, P.A., A FLORIDA CORPORATION,
WITH AND INTO
SHAPIRO MEDICAL ACQUISITION, P.A., A MINNESOTA CORPORATION

The following Articles of Merger of **Shapiro Medical Acquisition, P.A.**, a Minnesota corporation (the "Surviving Corporation"), and **Shapiro Medical Institute, P.A.**, a Florida corporation (the "Merging Corporation"), have been prepared and are hereby being filed with the Minnesota Secretary of State pursuant to Minnesota Statutes Section 302A.615 and with the Florida Department of State pursuant to Florida Statutes Section 607.1105. The Surviving Corporation and the Merging Corporation are hereinafter sometimes referred to collectively as the "Constituent Corporations."

1. **Plan of Merger.** A true and correct copy of the Agreement and Plan of Merger by and between the Surviving Corporation and the Merging Corporation is attached hereto and incorporated herein by reference as **Exhibit A** ("Plan of Merger").


2. **Shareholder Approval.** The Plan of Merger has been approved by each of the Constituent Corporations. In accordance with Minnesota Statutes Section 302A.613, the Plan of Merger has been approved by the sole shareholder and the sole member of the Board of Directors of the Surviving Corporation, without a meeting, pursuant to Minnesota Statutes Sections 302A.441 and 302A.239, respectively, by authorizing the same in writing dated December 21, 2000, signed by the sole shareholder and the sole member of the Board of Directors of the Surviving Corporation. In accordance with Florida Statutes Section 607.1103, the Plan of Merger has been approved by the sole shareholder and the sole member of the Board of Directors of the Merging Corporation, without a meeting, pursuant to Florida Statutes §§ 607.0704 and 607.0821, respectively, by authorizing the same in writing, dated December 21, 2000, signed by the sole shareholder and the sole member of the Board of Directors of the Merging Corporation.

3. **Effective Date.** The effective date of the Merger of the Constituent Corporations for purposes of Minnesota and Florida law shall be the later of (i) the close of business of the Constituent Corporations on December 31, 2000, or (ii) the time and date these Articles of Merger are filed in the Office of the Minnesota Secretary of State, or (iii) the time and date these Articles of Merger are filed with the Florida Department of State. For tax and accounting purposes, the merger shall be effective upon the close of business of the Constituent Corporations on December 31, 2000.

The undersigned hereby certifies that the foregoing is true and accurate, and that he has the authority to sign these Articles of Merger on behalf of the Surviving Corporation.

Dated: December 21, 2000.

SHAPIRO MEDICAL ACQUISITION, P.A.

By 
Dr. Ronald L. Shapiro, M.D.
Its Chief Executive Officer

The undersigned hereby certifies that the foregoing is true and accurate and that he has the authority to sign these Articles of Merger on behalf of the Merging Corporation.

Dated: December 21, 2000.

SHAPIRO MEDICAL INSTITUTE, P.A.

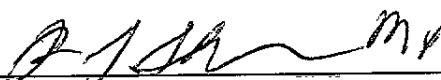
By 
Dr. Ronald L. Shapiro, M.D.
Its President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into this 21st day of December, 2000, by and between **Shapiro Medical Acquisition, P.A.**, a Minnesota corporation (the "Surviving Corporation"), and **Shapiro Medical Institute, P.A.**, a Florida corporation (the "Merging Corporation").

RECITALS:

A. The Surviving Corporation and the Merging Corporation (hereinafter sometimes referred to collectively as the "Constituent Corporations"), deem it advisable and in the best interest of the Constituent Corporations and their respective shareholders, that the Merging Corporation merge itself with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation, in accordance with the terms and conditions hereinafter set forth.

B. The Merging Corporation is duly organized and existing under the Florida Business Corporation Act having been incorporated on February 21, 1997.

C. The Surviving Corporation is duly organized and existing under the Minnesota Business Corporation Act, having been incorporated on December 18, 2000.

D. The Merging Corporation has authorized capital stock consisting of Ten Thousand (10,000) shares of Common Stock, \$1.00 par value per share, of which One Hundred (100) shares are issued and outstanding as of the date hereof.

E. One hundred percent (100%) of the issued and outstanding shares of Common Stock of the Merging Corporation are owned by Dr. Ronald L. Shapiro, M.D.

F. The Surviving Corporation has authorized capital stock consisting of One Million (1,000,000) shares of Common Stock, \$0.01 par value per share, of which One Thousand (1,000) shares are issued and outstanding as of the date hereof.

G. One hundred percent (100%) of the issued and outstanding shares of the Common Stock of the Surviving Corporation are owned by Dr. Ronald L. Shapiro, M.D.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements and provisions hereinafter set forth, the Constituent Corporations have agreed and do hereby agree each with the other that the Merging Corporation shall be merged with and into the Surviving Corporation with the Surviving Corporation being the surviving corporation, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

1. Merger

1.1 **Merger of the Merging Corporation with and into the Surviving Corporation.** On the Effective Date (as defined in Section 1.2), the Merging Corporation shall be merged with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation, pursuant to the provisions of the Minnesota Business Corporation Act, and the Florida Business Corporation Act (the "Merger"). On the Effective Date of the Merger, the separate corporate existence of the Merging Corporation shall cease and the Constituent Corporations shall become a single corporation with the Surviving Corporation being the surviving corporation. Thereafter, the Surviving Corporation, as the surviving corporation, shall

have all of the rights, privileges, immunities and powers, and will be subject to all of the duties and liabilities of a corporation incorporated under the Minnesota Business Corporation Act. In addition, as the surviving corporation, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due on any account, including subscriptions to shares, and all other choices in action, and every other interest of or belonging to or due to each of the Constituent Corporations shall vest in the Surviving Corporation, as the surviving corporation, without any further act or deed. The Merging Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation, as the surviving corporation, or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such confirmatory deeds, assignments and other instruments and to take or cause to be taken such further or other action as the Surviving Corporation, as the surviving corporation, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, as the surviving corporation, title to and possession of any property of the Merging Corporation acquired or to be acquired by reasons of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Merging Corporation and the proper officers and directors of the Surviving Corporation, as the surviving corporation, are fully authorized in the name of the Surviving Corporation or otherwise to take any and all such action. The title to any real estate or any interest therein vested in either of the Constituent Corporations shall not revert nor in any way become impaired by reason of the Merger. As of the Effective Date, the Surviving Corporation, as the surviving corporation, shall become responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and a claim of or against, or a pending proceeding by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation, as the surviving corporation, may be substituted in the place of the Merging Corporation. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

1.2 Effective Date of Merger. The Merger shall be effective under Minnesota and Florida law upon the later of (i) the close of business of the Constituent Corporations on December 31, 2000, or (ii) the date and time of filing of the Articles of Merger (which shall include this Agreement and Plan of Merger) in the Office of the Minnesota Secretary of State, or (iii) the date and time of filing of the Articles of Merger (which shall include this Agreement and Plan of Merger) in the Office of the Florida Department of State (the "Effective Date"). The effective date of the Merger for tax and accounting purposes shall be the close of business of the Constituent Corporations on December 31, 2000.

2. Articles of Incorporation, Bylaws, Directors and Officers

2.1 Articles of Incorporation. Except as set forth in this Section 2.1, the Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation, as the surviving corporation, until altered or amended as provided under the Minnesota Business Corporation Act. Notwithstanding the foregoing, Section 1.01 of the Articles of Incorporation of the Surviving Corporation shall be restated in its entirety to read as follows:

1.01 Name. The name of this Corporation is: **Shapiro Medical Institute, P.A.**

2.2 Bylaws. Until altered, amended or repealed, the Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date of the Merger shall continue to be the Bylaws of the Surviving Corporation, as the surviving corporation.

2.3 Directors and Officers. The directors and officers of the Surviving Corporation in office immediately prior to the Effective Date of the Merger shall continue to be the directors

and officers, respectively, of the Surviving Corporation, as the surviving corporation, until the expiration of their terms as such or until their successor or successors shall otherwise be duly elected and qualify.

3. Conversion of Shares of Constituent Corporations

3.1 Common Stock of the Merging Corporation. On the Effective Date of the Merger, all of the issued and outstanding shares of Common Stock of the Merging Corporation shall be surrendered to the Surviving Corporation, as the surviving corporation, for cancellation. There will be no conversion of any of the issued and outstanding shares of the Merging Corporation into securities of the Surviving Corporation or of any other corporation, or, in whole or in part, into money or other property.

3.2 Common Stock of the Surviving Corporation. None of the shares of Common Stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Date of the Merger shall be converted as a result of the Merger, but all said shares shall continue to be all of the issued and outstanding shares of capital stock of the Surviving Corporation, as the surviving corporation.

4. Conditions Precedent. Unless waived by the Constituent Corporations in writing, the consummation of the Merger of the Merging Corporation with and into the Surviving Corporation contemplated hereby shall be subject to the satisfaction prior thereto of each and all of the following conditions precedent.

4.1 Administrative or Legal Proceedings. No administrative or judicial suit or proceeding shall be threatened or pending in which it will be or which it is sought, by anyone to restrain, prohibit, challenge or obtain damages or other relief in connection with this Agreement or the consummation of the Merger contemplated hereby.

4.2 Consents and Approvals. Except for the filing of the Articles of Merger in the Office of the Minnesota Secretary of State and with the Florida Department of State, all consents and approvals of third parties, including, without limitation, governmental authorities and regulatory agencies and all filings with and notifications of governmental authorities, regulatory agencies or other entities which regulate the business of the Merging Corporation and/or the Surviving Corporation necessary on the part of each of the parties to the execution and delivery of this Agreement and the consummation of the Merger contemplated hereby and to permit the continued operation of the respective businesses of the Constituent Corporation in substantially the same manner after the Effective Date as theretofore conducted shall have been obtained or effected.

5. Compliance with Minnesota and Florida Law.

5.1 Minnesota Law. Articles of Merger shall be prepared pursuant to Section 302A.615 of the Minnesota Business Corporations Act and such Articles of Merger shall be signed on behalf of each Constituent Corporation and filed by the Surviving Corporation, as the surviving corporation, with the Office of the Minnesota Secretary of State.

5.2 Florida Law. Articles of Merger shall be prepared pursuant to Section 607.1105 of the Florida Business Corporation Act and such Articles of Merger shall be signed on behalf of each Constituent Corporation and filed by the Surviving Corporation, as the surviving corporation, with the Office of the Florida Department of State.

6. Payment of Expenses. The Surviving Corporation, as the surviving corporation, shall pay all expense of carrying this Agreement and Plan of Merger into effect and of accomplishing the Merger.

7. **General**

7.1 **Termination and Abandonment.** At any time prior to the Effective Date of the Merger, this Agreement may be terminated and the Merger abandoned by the mutual consent of all of the parties hereto.


7.2 **Amendment.** This Agreement may be amended at any time prior to the Effective Date with the mutual consent of all of the parties hereto.

7.3 **Headings.** The headings set forth herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day, month and year first above written.


SURVIVING CORPORATION:

SHAPIRO MEDICAL ACQUISITION, P.A.

By 
Dr. Ronald L. Shapiro, M.D.
Its Chief Executive Officer & Secretary

MERGING CORPORATION:

SHAPIRO MEDICAL INSTITUTE, P.A.

By 
Dr. Ronald L. Shapiro, M.D.
Its President & Secretary