



THE UNITED STATES
CORPORATION
COMPANY

P97000035655

ACCOUNT NO. : 072100000032

REFERENCE : 454232 5315A

AUTHORIZATION :

COST LIMIT : \$ 122.50

Patricia Pujat

ORDER DATE : July 8, 1997

ORDER TIME : 9:52 AM

ORDER NO. : 454232-005

900002232749--9

CUSTOMER NO: 5315A

CUSTOMER: Don Weinbren, Esq
Trenam Kemker Scharf Barkin
2700 Barnett Plaza
101 East Kennedy Boulevard
Tampa, FL 33602

merge

ARTICLES OF MERGER

ALLIED MEDICAL PROPERTIES,
INC.

INTO

ALLIED PROPERTIES
DEVELOPMENT, INC.

FILED
97 JUL -8 PM 2:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**02250, 00544 00672*

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: W. Charles

| | |
|----------------------|------------|
| Name | |
| Address | |
| City | 7/8/97 |
| State | |
| Examiner's Initials: | <i>Don</i> |
| Up. | <i>Don</i> |
| Ver. | <i>Don</i> |
| Acting | <i>Don</i> |
| W.P. V. | <i>Don</i> |

RECEIVED
97 JUL -8 AM 10:48
DIVISION OF CORPORATION

P970000035655

ARTICLES OF MERGER
Merger Sheet

MERGING:

ALLIED MEDICAL PROPERTIES, INC., a Florida corporation K09319

INTO

ALLIED PROPERTIES DEVELOPMENT INC., a Florida corporation,
P97000035655

File date: July 8, 1997

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

July 8, 1997

CSC
1201 Hays Street
Tallahassee, FL 32301

RESUBMIT

Please give original
submission date as file date.

SUBJECT: ALLIED PROPERTIES DEVELOPMENT INC.
Ref. Number: P97000035655

We have received your document for ALLIED PROPERTIES DEVELOPMENT INC. and the authorization to debit your account in the amount of \$122.50. However, the document has not been filed and is being returned for the following:

The name and capacity of the person signing the document must be noted beneath or opposite the signature.

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

Annette Hogan
Corporate Specialist

Letter Number: 897A00035249

RECEIVED
97 JUL -9 AM
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER
OF
ALLIED MEDICAL PROPERTIES, INC.
INTO
ALLIED PROPERTIES DEVELOPMENT, INC.**

97 JUL -8 PM 2:56
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These **ARTICLES OF MERGER** (the "Articles") are made and entered into this 7th day of July, 1997, by and between **ALLIED MEDICAL PROPERTIES, INC.** (sometimes referred to in these Articles as "**AMP**"), a corporation organized and existing under the laws of the State of Florida, and **ALLIED PROPERTIES DEVELOPMENT, INC.** (sometimes referred to in these Articles as either "**APD**" or the "**Surviving Corporation**"), a corporation organized and existing under the laws of the State of Florida. Either AMP or APD may sometimes be collectively referred to herein as the "**Constituent Corporations**."

WITNESSETH:

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations and their respective stockholders that AMP be merged with and into APD, and that APD merge AMP with and into itself, as authorized by the statutes of the State of Florida and under and pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Constituent Corporations, by and between themselves and their respective Boards of Directors and stockholders, in consideration of the mutual covenants and provisions hereinafter contained, have agreed and do hereby agree, each with the other, that AMP be merged with and into APD and that APD merge AMP into itself pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger:

These Articles are filed pursuant to Section 607.1105, Florida Statutes. Pursuant to the Florida Business Corporation Act (the "**Act**"), upon the effectiveness of these Articles as determined by the Department of State of the State of Florida (the "**Effective Date**"), AMP shall be, and it hereby is, merged with and into APD, and APD shall, and it hereby does, merge AMP with and into itself (the "**Merger**").

**ARTICLE I
AGREEMENT AND PLAN OF MERGER**

The Plan for the Merger is as set forth in the Agreement and Plan of Merger, dated July 7, 1997 (the "**Plan of Merger**") attached hereto as Exhibit A.

**ARTICLE II
EFFECTIVE DATE**

These Articles and the Merger shall be effective upon the filing of these Articles by the Department of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida.

**ARTICLE III
APPROVAL OF MERGER**

- (a) The Plan of Merger was approved and adopted by:
- (i) The directors and shareholders of AMP, by a vote of as sufficient number of shares to constitute a majority of the outstanding shares, on the 7th day of July, 1997, and
 - (ii) The directors of APD on the 7th day of July, 1997.
- (b) Pursuant to §607.1103(7) of the Act, approval of the Plan of Merger by the shareholders of APD is not required.

**ARTICLE IV
COMPLIANCE WITH LAW**

- (a) The Constituent Corporations have complied with all provisions of the laws of the State of Florida applicable to the Merger.

IN WITNESS WHEREOF, each of the undersigned Constituent Corporations has caused these Articles of Merger to be executed and acknowledged in its name by its President or Vice President and attested by its Secretary or Assistant Secretary, in accordance with the laws of the State of Florida, all on the day and year first above written.

ATTEST:

ALLIED MEDICAL PROPERTIES, INC.

Erika Marchese By: Margorie Lea
Secretary ERIKA MARCHESE President
MARGORIE LEA

ATTEST:

ALLIED PROPERTIES DEVELOPMENT, INC.

Erika Marchese By: Margorie Lea
Secretary ERIKA MARCHESE President
MARGORIE LEA

**AGREEMENT AND PLAN OF MERGER
OF
ALLIED MEDICAL PROPERTIES, INC.
INTO
ALLIED PROPERTIES DEVELOPMENT, INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is made and entered into this 7th day of July, 1997, by and between **ALLIED MEDICAL PROPERTIES, INC.**, a Florida corporation ("AMP" or the "Nonsurviving Corporation") and **ALLIED PROPERTIES DEVELOPMENT, INC.**, a Florida corporation ("APD" or the "Surviving Corporation"). From time to time in this Plan, AMP and APD may be referred to collectively as the "Constituent Corporations".

WITNESSETH:

WHEREAS, AMP desires to merge into APD in accordance with §607.1101 et. seq. of the Florida Business Corporation Act (the "Act"), with APD being the surviving corporation (such transaction being referred to in this Plan as the "Merger"); and

WHEREAS, AMP and APD each believes that it would be in its best interests to effectuate the Merger upon the terms and subject to the conditions set forth in this Plan.

NOW THEREFORE, the terms and conditions of the Plan are as follows:

ARTICLE I

The Merger

1. The term "Effective Date" shall mean the start of business on the date upon which are filed Articles of Merger by the Department of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida.

2. On the Effective Date, AMP shall be merged with and into APD. The separate existence of AMP shall cease on the Effective Date, and the existence of APD shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the law of the State of Florida.

3. Until altered, amended, changed or repealed, the Articles of Incorporation and the Bylaws of APD, as in effect on the Effective Date, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation in the Merger.

4. The officers and directors of APD on the Effective Date shall be and shall remain the officers and directors of the Surviving Corporation, holding their respective offices until their respective successors shall have been elected and qualified, unless they earlier die, resign, or are removed.

ARTICLE II

Effects of the Merger

On the Effective Date, APD shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of AMP, and shall be responsible and liable for all liabilities and obligations of AMP, all as more particularly set forth in §607.1106 of the Act.

ARTICLE III

Terms of the Transaction; Conversion of Shares

The manner and basis of converting shares of AMP's outstanding stock into shares of APD's stock shall be as follows:

1. Each share of AMP's common stock (the "AMP Stock") issued and outstanding on the Effective Date, and all rights in respect thereof, shall be canceled by virtue of the Merger and without any action on the part of the holders thereof. Each share of APD's common stock issued and outstanding on the Effective Date, and all rights in respect thereof, shall remain issued and outstanding without change by virtue of the Merger.

2. It is acknowledged by the Constituent Corporations that the only shares of AMP Stock that are issued and outstanding on the Effective Date shall be shares of AMP's common stock. In exchange for their AMP Stock, the shareholders of AMP each shall be given the right to receive the sum of \$46.1111 per share of AMP Stock (the "Cash Payment Amount"), which amount shall be paid in the form of cash if the aggregate Cash Payment Amount payable to an AMP shareholder is less than or equal to \$41,500.00, or in the form of a promissory note of APD if the aggregate Cash Payment Amount payable to an AMP shareholder is more than \$41,500.00; provided, that an AMP shareholder who is entitled to receive cash shall have the option of receiving a promissory note of APD in lieu of the cash payment. The parties acknowledge and agree that no consideration whatsoever other than the Cash Payment Amount is being given for the AMP Stock.

3. As soon as practicable after the Effective Date, the shareholders of AMP shall surrender all certificates evidencing their shares of common stock to APD for cancellation.

ARTICLE IV

Assignment

If at any time APD shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in APD the title to any property or rights of AMP, or to otherwise carry out the provisions hereof, the proper officers and directors of AMP as of the

Effective Date shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in APD.

ARTICLE V

Expenses

APD shall pay all expenses of accomplishing the Merger.

ARTICLE VI

Termination

At any time before the filing of Articles of Merger, this Plan may be terminated and the Merger abandoned by mutual consent of the boards of directors of both Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations, if any, and neither of the Constituent Corporations, nor their directors, officers, employees, agents or shareholders, shall have any liability by reason of this Plan or the termination hereof.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused a duly authorized officer to execute and deliver this Plan this 7th day of July, 1997.

ALLIED MEDICAL PROPERTIES, INC.,
a Florida corporation

By: Maryann Lee
Its: PRESIDENT

ALLIED PROPERTIES DEVELOPMENT, INC.
a Florida corporation

By: Maryann Lee
Its: PRESIDENT