

P97000035820

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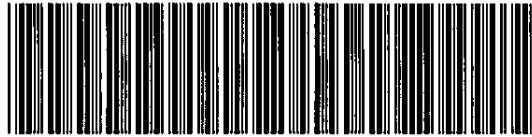
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MG RM - PARK
SUAIT

RECEIVED
06 DEC 22 PM 1:06
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
06 DEC 22 PM 3:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 681358 7383987

AUTHORIZATION :

Lyndee Coleman

COST LIMIT : \$ 70,000

FILED
06 DEC 22 PM 3:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 21, 2006

ORDER TIME : 11:30 AM

ORDER NO. : 681358-010

CUSTOMER NO: 7383987

ARTICLES OF MERGER

PARKS DERMATOLOGY CENTER, P.A.

INTO

PARKS DERMATOLOGY CENTER, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

FILED
06 DEC 22 PM 3:48
CLERK OF CIRCUIT COURT
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
P9700035820 Parks Dermatology Center, P.A.	Florida	Corporation
Parks Dermatology Center, LLC	Alaska	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Parks Dermatology Center, LLC	Alaska	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Parks Dermatology Center, LLC

400 Lake Ridge Plaza Center

Ormond Beach, Florida 32174

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

Street address: Parks Dermatology Center, LLC

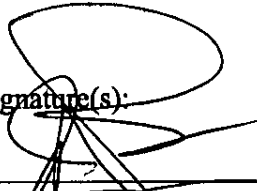

400 Lake Ridge Plaza Center

Ormond Beach, Florida 32174

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Parks Dermatology Center, P.A.		Jeffrey Dean Parks, M.D.
Parks Dermatology Center, LLC		Michael Suah, M.D.

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General Partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Parks Dermatology Center, P.A.	Florida	Corporation
Parks Dermatology Center, LLC	Alaska	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Parks Dermatology Center, LLC	Alaska	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Jeffrey Dean Parks, M.D. and Michael Suah, M.D. (Managing Members)

400 Lake Ridge Plaza Center

Ormond Beach, Florida 32174

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

EXHIBIT A

AGREEMENT AND PLAN OF MERGER OF PARKS DERMATOLOGY CENTER, P.A. INTO PARKS DERMATOLOGY CENTER, LLC

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of September 21st, 2006, by and between Parks Dermatology Center, P.A., a Florida corporation ("PDC-FL") and Parks Dermatology Center, LLC, an Alaska LLC ("PDC-AK").

RECITALS

WHEREAS, PDC-FL has an authorized capitalization of 500 shares of common stock, par value \$1.00 per share (the "PDC-FL Common Stock"), of which 230 shares are issued and outstanding;

WHEREAS, PDC-AK has two members holding one hundred percent (100%) of the outstanding membership interests (the "PDC-AK Membership Interests"), of which \$1,000 represents the aggregate capital contributed for such PDC-AK Membership Interests; and

WHEREAS, the shareholders of PDC-FL and the members of PDC-AK have each (i) determined that it is desirable and to the benefit and best interests of PDC-FL and PDC-AK and the respective stockholders and members thereof that PDC-FL be merged with and into PDC-AK under and pursuant to the provisions of the Florida Business Corporation Act (the "FBCA") and the Alaska Limited Liability Company Act (the "ARA"); and (ii) approved such merger on and subject to the terms and conditions set forth herein.

NOW THEREFORE, PDC-FL and PDC-AK, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree that:

Section 1. The Merger.

PDC-FL shall be merged with and into PDC-AK in accordance with the FBCA and the ARA (the "Merger"). At and as of the Effective Time (defined in Section 7 hereof), the separate existence of PDC-FL shall cease and PDC-AK shall be a single Alaska limited liability company which shall be named Parks Dermatology Center, LLC and which shall be the surviving entity (the "Surviving Entity").

Section 2. Articles of Incorporation.

The Articles of Incorporation of PDC-AK shall be the Articles of Incorporation of the Surviving Entity as of and following the Effective Date unless and until altered, amended or repealed

in accordance with the ARA. Such Articles of Incorporation shall be deemed to be the Articles of Incorporation of the Surviving Entity separate and apart from this Agreement and may be separately so certified.

Section 3. Operating Agreement.

The Operating Agreement of PDC-AK as in effect at the Effective Time shall be and constitute the Operating Agreement of the Surviving Entity until duly altered, amended or repealed.

Section 4. Manager.

The manager of PDC-AK shall be the manager of the Surviving Entity until his respective successor shall have been elected and have qualified or until his earlier resignation, removal or replacement.

Section 5. Manner and Basis of Conversion of PDC-FL Common Stock and PDC-AK Capital Account.

Subject to the right of dissent of shareholders and members of PDC-FL and PDC-AK, respectively, provided under the FBCA and the ARA, respectively, at and as of the Effective Time (as hereinafter defined):

each share of the PDC-FL Common Stock shall be divided by the total number of shares outstanding of the PDC-FL Common Stock which will represent the "Percentage Owned." The Percentage Owned of each of the PDC-FL Common Stock will be converted into an equal percentage of the Surviving Entity's outstanding PDC-AK Class Membership Interests. At the effective time, the PDC-AK Membership Interests outstanding immediately prior to the Effective Time shall be adjusted proportionately to reflect the conversion of the PDC-FL Common Stock into PDC-AK Membership Interests of PDC-AK.

Section 6. Shareholder/Member Approval.

This Agreement shall be submitted as provided by law to the respective shareholders of PDC-FL and members of PDC-AK and shall have effect upon the adoption and approval of such shareholders and members in accordance with the FBCA and ARA.

Section 7. Filing.

Upon the adoption and approval of this Agreement by the shareholders of PDC-FL and members of PDC-AK (and if this Agreement shall not have been terminated in accordance with Section 9 hereof), Articles of Merger ("Articles of Merger"), shall be filed with the respective offices of the Secretary of State of Florida and the Alaska Department of Commerce and Economic Development.

The Merger shall be and become effective upon and as of the date and time of such filings

(the "Effective Time").

Section 8. Further Assurances.

If at any time the Surviving Entity shall consider or be advised that any further assignments or assurances in law or any other agreements are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to any property or right of PDC-FL, the officers and directors of PDC-FL in office immediately prior to the Effective Time shall in the name of such corporation execute and deliver all such proper deeds, assignments, and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise carry out the provisions of this Agreement, and the officers and directors of the Surviving Entity are authorized in the name of the PDC-FL or otherwise to take any and all such action.

Section 9. Termination.

This Agreement may be terminated and abandoned without liability by action of the board of directors or manager of either of PDC-FL or PDC-AK at any time before the Effective Time, notwithstanding the prior approval of this Agreement by the shareholders of either of PDC-FL or PDC-AK.

Section 10. Expenses.

The Surviving Entity shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger, including without limitation, any amounts to which dissenting shareholders may be entitled by reason of the Merger.

Section 11. Service of Process, Etc.

The Surviving Entity:

(a) covenants and agrees that it may be served with process in the State of Florida or in the State of Alaska in any proceeding for the enforcement of any obligation of PDC-FL or PDC-AK and in any proceeding for the enforcement of the rights of a dissenting shareholder of PDC-FL or dissenting member of PDC-AK against the Surviving Entity,

(b) irrevocably appoints the Secretary of State of Florida, as the case may be, as its agent to accept service of process in any such proceeding,

(c) covenants and agrees that it will promptly pay to any dissenting shareholders of PDC-FL, the amount, if any, to which they may be entitled under the provisions of Florida law with respect to the rights of dissenting shareholders, and

(d) covenants and agrees that it shall file with the Secretary of State of Florida and the Alaska Department of Commerce, Community and Economic Development, not later than the Effective

Time, its covenant and agreement to all of the foregoing.


Section 12. Miscellaneous.

This Agreement is on file at the office of the Survivor located at 400 LakeRidge Plaza Center, Ormond Beach, Florida 32174. A copy of this Agreement will be provided by the Survivor on request and without cost, to any shareholder or any person holding an interest in PDC-FL or PDC-AK.

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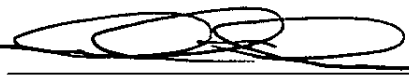
IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to authority duly given by their respective boards of directors and managers, have caused this Agreement and Plan of Merger to be executed and delivered on and as of the date first above written.

Parks Dermatology Center, P.A.
A Florida corporation



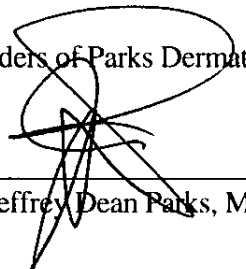
By: Jeffrey Dean Parks, M.D.
Title: President

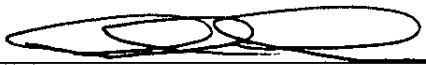
Parks Dermatology Center, LLC
An Alaska LLC



By: Michael Suah, M.D.
Title: Member

Shareholders of Parks Dermatology Center, P.A.:



By: Jeffrey Dean Parks, M.D.

By: Michael Suah, M.D.