

Division of Corporations

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MERGER OR SHARE EXCHANGE

NSC JACKSONVILLE, INC.

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**ARTICLES OF MERGER
OF
MEDICAL PARTNERS, LLC
(A Delaware limited liability company)
WITH AND INTO
NSC JACKSONVILLE, INC.
(A Florida corporation)**

THESE ARTICLES OF MERGER ARE PRESENTED IN ACCORDANCE WITH
Section 607.1109 of the Florida Statutes.

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

Medical Partners, LLC, a Delaware limited liability company (the
"Disappearing Company").

M05-2895

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

NSC Jacksonville, Inc., a Florida corporation (the "Surviving
Corporation").

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THIRD: The attached agreement and plan of merger was approved by the
Surviving Corporation in accordance with the applicable provisions of
Chapter 607 of the Florida Statutes.

FOURTH: The attached agreement and plan of merger was approved by the
Disappearing Company in accordance with the applicable laws of the State
of Delaware.

FIFTH: The merger shall be effective upon September 23, 2007.

SIXTH: The Surviving Corporation is incorporated under the laws of the State of
Florida.

[Signature appears on the following page]

IN WITNESS WHEREOF, the Surviving Corporation and the Disappearing Company have caused these Articles of Merger to be signed by their respective authorized officers this 25th day of September, 2007.

SURVIVING CORPORATION:

NSC Jacksonville, Inc., a Florida corporation

By: Jody Martin
Name: Jody Martin
Title: VP

DISAPPEARING COMPANY:

Medical Partners, LLC, a Delaware limited liability company

By: NSC Jacksonville, Inc., a Florida corporation, its Manager

By: Jody Martin
Name: Jody Martin
Title: VP

Exhibit A
Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER
OF**

MEDICAL PARTNERS, LLC

(A Delaware limited liability company)

WITH AND INTO

NSC JACKSONVILLE, INC.

(A Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of September 28, 2007, by and among MEDICAL PARTNERS, LLC, a limited liability company organized under the laws of the State of Delaware (the "LLC"), and NSC JACKSONVILLE, INC., a corporation organized under the laws of the State of Florida (the "Corporation").

WHEREAS, the Manager of the LLC and the Board of Directors of the Corporation deem it advisable to merge the LLC with and into the Corporation pursuant to this Merger Agreement (the "Merger"), whereby the Corporation will be the surviving entity in the Merger in accordance with the provisions of this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and intending to be legally bound hereby, the parties hereby agree as follows:

**ARTICLE I
THE MERGER**

Section 1.1 Effective Date. This Merger Agreement shall become effective upon September 28, 2007 (the "Effective Date").

Section 1.2 Terms of the Merger. On the Effective Date of the Merger, the LLC shall be merged with and into the Corporation. The Merger shall be effected by a Certificate of Merger filed with the Secretary of State of Delaware containing the information required by the Delaware Code and by Articles of Merger filed with the Florida Department of State containing the information required by the Florida Statutes. Following the Merger, the separate limited liability company existence of the LLC shall cease, and the Corporation shall continue as the surviving entity (the "Surviving Entity"), and shall continue to be governed by the laws of the State of Florida.

Section 1.3 Treatment of Membership Interests. The membership interests of SC Affiliates, LLC ("SCALLC"), a member of the LLC, shall, by virtue of the Merger, automatically and without any action on the part of the holder thereof, be retired and canceled since SCALLC has received \$25 in complete redemption of its interest in the LLC.

Section 1.4 Approval of the Merger. In accordance with the Florida Statutes, this Merger Agreement has been or shall be submitted to and approved by the Board of Directors and sole shareholder of the Corporation. As provided for in Section 18-209(b) of the Delaware Limited Liability Company Act and the Limited Liability Company Agreement of the LLC, this Merger Agreement has been or shall be submitted to and approved by (i) the Manager of the LLC, and (ii) the members of the LLC owning more than 50% of the current percentage interest in the LLC.

ARTICLE II EFFECTS OF THE MERGER

Section 2.1 Articles of Organization. The Articles of Incorporation of the Corporation, as in effect immediately prior to the Effective Date, shall be the Articles of Incorporation of the Surviving Entity, and shall remain unchanged until amended in accordance with the respective provisions thereof and of the applicable law.

Section 2.2 Governing Document. The bylaws ("Bylaws") of the Corporation in the form attached hereto as Exhibit A shall be the bylaws of the Surviving Entity, and shall remain unchanged until amended in accordance with the respective provisions thereof and of applicable law.

Section 2.3 Board of Directors. On and as of the Effective Date, the directors listed in Exhibit B attached hereto shall serve as the Board of Directors of the Surviving Entity in accordance with the Bylaws.

Section 2.4 Powers of Surviving Entity.

A. On and as of the Effective Date, the Surviving Entity shall possess all of the rights, privileges, powers, of a public as well as of a private nature, of each of the LLC and the Corporation. All property, real, personal and mixed, and all debts due on whatever account and all other things and causes of action and all and every other interest, of or belonging to or due to the LLC and to or due to the Corporation shall be deemed to be vested in the Surviving Entity without further act or deed, and the title to any real estate or any interest therein, vested in any of such entity, shall not revert or be in any way impaired by reason of the Merger.

B. In addition, on and as of the Effective Date, the Surviving Entity shall thereupon be responsible and liable for all the liabilities, obligations and penalties of each of the LLC and the Corporation. All rights of creditors and all liens upon any property of each of the LLC and the Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the LLC and the Corporation shall thereupon attach to the Surviving Entity, and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity.

C. The LLC hereby agrees, from time to time, as and when requested by the Corporation, or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Corporation may deem necessary or desirable in order to vest in and confirm to the Corporation title to and possession of any property of the LLC acquired or to be acquired by reason of, or as a result of, the Merger and otherwise to carry out the intent and purposes hereof, and the managing member of the Surviving Entity is fully authorized in the name of the LLC, to take and all such actions.

ARTICLE III ADDITIONAL PROVISIONS

Section 3.1 Further Assurance. The parties hereto shall, at any time and from time to time on and after the Effective Date, upon request by any other party to this Merger Agreement and without further consideration, take such actions as may be necessary or desirable to carry out the terms of this Merger Agreement.

Section 3.2 Amendments. This Merger Agreement may be amended or modified only by a writing signed by each of the parties hereto.

Section 3.3 Assignment. This Merger Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and neither this Merger Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the other parties hereto. This Merger Agreement and all of the provisions hereof shall be for the benefit only of the parties hereto, and their respective permitted successors and assigns, and no rights hereunder shall arise to any other beneficiary who is not a party to this Merger Agreement.

Section 3.4 Termination. This Merger Agreement may be terminated by the LLC or the Corporation at any time prior to the Effective Date.

Section 3.5 Severability. Whenever possible, each provision of this Merger Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Merger Agreement is held to be prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of this Merger Agreement, unless the consummation of the transaction contemplated hereby is adversely affected thereby.

Section 3.6 Complete Agreement. This document and the documents referred to herein contain the complete agreement between the parties and supersede any prior understanding, agreements or representations by, between or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 3.7 Governing Law. This Merger Agreement and its validity, construction, effect, performance, termination and remedies hereunder shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

Section 3.8 Counterparts. This Merger Agreement, or any document or agreement referred to herein or necessary or desirable for the consummation hereof, may be executed in one or more counterparts, all of which, when taken together, shall constitute a single original.

[Signatures commence on the following page]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Merger Agreement to be executed in accordance with the Code and on its behalf as of the date first set forth above.

CORPORATION:

NSC JACKSONVILLE, INC., a Florida limited
liability company

By: Jody Martin
Name: Jody Martin
Title: V.P. Jody Martin, Vice President

LLC:

MEDICAL PARTNERS, LLC, a Delaware limited
liability company

By: NSC Jacksonville, Inc., its Manager

By: Jody Martin
Name: Jody Martin
Title: V.P. Jody Martin, Vice President

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