

Florida Department of State
Division of Corporations
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L05000101544

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To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850)222-1092
Fax Number : (850)878-5926

Please retain original filing date of submission 8/7

This was submitted on 8/7/08, however, I've not yet received anything back for this.

MERGER OR SHARE EXCHANGE

Surgery Center at University Park, LLC

Certificate of Status	0
Certified Copy	0
Page Count	08 2
Estimated Charge	\$77.50

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AUG 13 2008

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Electronic Filing Menu

Corporate Filing Menu

EXAMINER

EFFECTIVE DATE 8/07/08

RECEIVED
2008 AUG 12 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
08 AUG - 7 AM 8:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
University Park Surgery Center, LLLP	Florida	Limited Liability A05000002044 Limited Partnership (LLLP)

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>
Surgery Center at University Park, LLC	Florida	Limited Liability Company L05000101544

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.

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 TALLAHASSEE, FLORIDA

EFFECTIVE DATE 8/07/08

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:

August 7, 2008

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:

N/A

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., are as follows:

Street address: N/A

Mailing address: N/A

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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.608.4351-608.4399, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
University Park Surgery Center, LLLP		Daniel A. Deans, MD, PhD
Surgery Center of University Park, LLC		Daniel A. Deans, MD, PhD

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:	Signature of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: For each Limited Liability Company: \$25.00
 For each Corporation: \$35.00
 For each Limited Partnership: \$25.00
 For each General Partnership: \$25.00
 For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

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 TALLAHASSEE, FLORIDA

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PLAN OF MERGER

THIS PLAN OF MERGER (the "Agreement") is entered into as of 11:59 p.m. on the 7th day of August, 2008 (the "Effective Date") by and between Surgery Center at University Park, L.L.C., a Florida limited liability company (the "Surviving LLC"), and University Park Surgery Center, LLLP, a Florida limited liability limited partnership (the "Merging LLLP").

WITNESSETH:

WHEREAS, the Surviving LLC is a Florida limited liability company that has two (2) classes of members: (1) Class A Members who are physicians practicing in the Sarasota, Florida area ("Physician Owners"), and who, in aggregate, own thirty-six (36) out of one hundred (100) total ownership units ("LLC Units") in the Surviving LLC, and (2) a Class B Member that is Cataract and Laser Center Partners, L.L.C. d/b/a Ambulatory Surgical Centers of America ("ASCOA"), which owns sixty-four (64) out of one hundred (100) total LLC Units in the Surviving LLC;

WHEREAS, the Merging LLLP is a Florida limited liability limited partnership whose partners include: (1) a General Partner that is the Surviving LLC owning one (1) ownership unit in the Merging LLLP ("LLLP Unit") out of one hundred one (101) total LLLP Units in the Merging LLLP, (2) Class A Limited Partners, who are the Physician Owners that own thirty-six (36) out of one hundred one (101) owing LLLP Units in the Merging LLLP, and (3) a Class B Limited Partner, which is ASCOA, owning sixty-four (64) out of one hundred one (101) total LLLP Units; and

WHEREAS, the respective members of the Surviving LLC and the respective partners of the Merging LLLP deem it advisable and in the best interests of the Surviving LLC and its members and the Merging LLLP and its partners that the Merging LLLP merge into the Surviving LLC pursuant to this Agreement and the applicable laws of the State of Florida (such transaction being herein called the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Surviving LLC and the Merging LLLP agree as follows:

1. **Merger.** The Merging LLLP agrees to merge into the Surviving LLC as of the Effective Date, which Surviving LLC shall be governed by the laws of the State of Florida.

2. **Terms and Conditions.**

2.1 **General.** Upon the Effective Date, (a) the corporate identity, existence, purposes, powers, franchises, rights, and immunities of the Merging LLLP shall merge into the Surviving LLC, and the Surviving LLC shall be fully vested therewith, and (b) the separate existence of the Merging LLLP shall cease, whereupon the Merging LLLP and the Surviving LLC shall become a single limited liability company.

2.2 **Articles of Organization.** The Articles of Organization of the Surviving LLC, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Organization of the Surviving LLC until thereafter modified or amended as provided by law.

2.3 **Amendment to the Amended and Restated Operating Agreement of the Surviving LLC.** The Amended and Restated Operating Agreement of the Surviving LLC, dated November 28, 2007 (the "Operating Agreement"), shall be amended as set forth in that certain First Amendment to the

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8 AUG 11 2008
STATE OF FLORIDA
CLERK OF THE COURT

Operating Agreement and Written Consent of the Members and Managers of Surgery Center at University Park, L.L.C. and the Partners of University Park Surgery Center, LLLP, dated August 5th, 2008 (the "Amendment"). Such Amendment shall make technical revisions to the Operating Agreement to delete references to the Merging LLLP, to delete references to the Surviving LLC as the General Partner of the LLLP, and to provide for the Surviving LLC's new function as an operating entity of an ambulatory surgery center.

2.4 Amended Operating Agreement. Upon the Effective Date, the Operating Agreement, as amended by the Amendment, shall provide for the governance, management and operation of the Surviving LLC.

2.5 Termination of the Merging LLLP's Amended and Restated Agreement of Limited Partnership. Upon the Effective Date, the Amended and Restated Agreement of Limited Partnership of the Merging LLLP shall terminate and no longer be in effect.

3. Conversion or Cancellation of Interests.

3.1 Conversion of Value of LLLP Units owned by the Limited Partners. Upon the Effective Date, the value of the LLLP shall be transferred from the Merging LLLP to the Surviving LLC, and the value of the Surviving LLC shall increase accordingly.

3.2 Cancellation of Surviving LLC's LLLP Unit. Upon the Effective Date, the Surviving LLC's one (1) LLLP Unit shall be cancelled and shall no longer have any monetary value.

4. Entire Agreement. This Agreement contains, and is intended as, a complete statement of all of the terms of the agreement between the parties with respect to the matters provided for herein, supersedes any previous agreements and understandings (whether written or oral) between the parties with respect to those matters and cannot be amended or changed except by a written instrument duly executed by or on behalf of all of the parties hereto.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida, without giving effect to conflicts of law principles.

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

[Signature page follows]

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned corporations have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

GENERAL PARTNER:

SURGERY CENTER AT UNIVERSITY PARK, L.L.C.

By: [Signature]
Its: President

CLASS A MEMBERS, PARTNER & MANAGERS:

[Signature]
Jacqueline Rayce, D.O.

[Signature]
Ernie [Name], M.D.

[Signature]
Richard C. Morgan, M.D.

[Signature]
Jonathan A. Adler, M.D.

[Signature]
Margaret F. Guinness, M.D.

[Signature]
Daniel A. Deanna, M.D., Ph.D.

[Signature]
K.R. Byls, M.D.

[Signature]
Bruce P. Dorman, M.D.

CLASS B MEMBER, PARTNER & MANAGER:

CATARACT AND LASER CENTER PARTNERS, L.L.C. D/B/A AMBULATORY SURGICAL CENTERS OF AMERICA

By: _____
Its: _____

Tom Bombardier, M.D.

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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the undersigned corporations have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

GENERAL PARTNER:

SURGERY CENTER AT UNIVERSITY PARK, L.L.C.

By: [Signature]

Its: President

CLASS A MEMBERS, PARTNERS & MANAGERS:

[Signature]
Jacqueline Royce, D.O.

[Signature]
Harris S. Sherman, M.D.

[Signature]
Randall C. Morgan, M.D.

[Signature]
Jonathan A. Adler, M.D.

[Signature]
Margaret L. Burness, M.D.

[Signature]
Daniel A. Deems, M.D., Ph.D.

[Signature]
K.R. Byju, M.D.

[Signature]
Bruce P. Dorman, M.D.

CLASS B MEMBER, PARTNER & MANAGER:

CATARACT AND LASER CENTER PARTNERS, L.L.C. D/B/A AMBULATORY SURGICAL CENTERS OF AMERICA

By: [Signature]
Its: member/manager

[Signature]
Tom Bombardier, M.D.

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