

Division of Corporations

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**A14741**

**Florida Department of State  
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**MERGER OR SHARE EXCHANGE  
UNIVERSITY DIAGNOSTIC INSTITUTE, LTD.**

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### CERTIFICATE OF MERGER

The following Certificate of Merger is submitted in accordance with Section 620.2108, Florida Statutes.

**FIRST:** The exact name, Florida document number, form/entity type and jurisdiction of each constituent organizations are as follows:

Name	FL Document No.	Jurisdiction Governing Law	Form/Entity Type
University Diagnostic Institute, Ltd	A14741	Florida	Limited Partnership
UDI Merger LP	A1400000670	Florida	Limited Partnership

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

Name	FL Document No.	Jurisdiction Governing Law	Form/Entity Type
University Diagnostic Institute, Ltd	A14741	Florida	Limited Partnership


**THIRD:** The date of the merger is effective under the governing law of the surviving party: as of 12:01 a.m. on December 19, 2014.

**FOURTH:** The merger was approved by each party as required by its governing law.

Dated this December 19, 2014.


**UDI MERGER LP**

By: Neuroradiology Associates of  
Tampa, P.A., General Partner

By:   
Name: Dexter Stallworth, M.D.  
Title: President  
Date: December 19 2014

**UNIVERSITY DIAGNOSTIC  
INSTITUTE, LTD.**

By: ALR IMAGING, LLC  
General Partner

By:   
Name: Dexter Stallworth, M.D.  
Title: President  
Date: December 19 2014

### AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), is dated as of December 19 2014 (the "Agreement Date"), between UNIVERSITY DIAGNOSTIC INSTITUTE, LTD., a Florida limited liability company (the "Survivor" or "UDI"), and UDI MERGER LP, a Florida limited partnership ("UDIM") (collectively, UDI and UDIM are sometimes referred to as the "parties" and sometimes separately as a "party").

### BACKGROUND INFORMATION

The respective General Partners and Limited Partners owning a majority of the rights to receive distributions of the Survivor and UDIM have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such the limited partnership and their partners;

Pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, UDIM, in accordance with the Florida Revised Limited Partnership Act of 2005 (the "Act"), will merge with and into UDI, with UDI as the surviving corporation (the "Merger"); and

For US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

### OPERATIVE TERMS:

Accordingly, the parties agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 620.2106 through 620.2125 of the Act, UDIM is merged with and into UDI at the Effective Date (as defined below). Following the Effective Date, the separate existence of UDIM ceases, and UDI continues as the surviving limited partnership. The effects and consequences of the Merger are as set forth in this Agreement and the Act.
2. **Effective Date.** On the Agreement Date, the parties will prepare, execute and file a certificate of merger (the "Certificate of Merger") complying with Section 620.2108 of the Act with the Florida Department of State with respect to the Merger. The Merger becomes effective upon the filing of the Certificate of Merger (the "Effective Date").
3. **Effects of Merger.** The Merger has the effects set forth in the Act, including without limitation, Section 620.2109 of the Act. Without limiting the generality of the foregoing, from the Effective Date, (i) all the properties, rights, privileges, immunities, powers and franchises of UDIM will vest in UDI, as the Survivor, and all debts, liabilities, obligations and duties of UDIM become the debts, liabilities, obligations and duties of UDI.
4. **Organizational Documents.** The Agreement of Limited Partnership of UDIM in effect at the Effective Date is the Agreement of Limited Partnership of the Survivor until amended as provided therein or by the Act, and the Certificate of Limited Partnership of UDIM in effect at the Effective Date, as amended pursuant to the Certificate of Merger, is the Certificate of Limited Partnership of the Survivor until amended as provided therein or by the Act.

5. **Conversion of Partnership Interests.** At the Effective Date, by virtue of the Merger and without any action on the part of UDI or UDIM or the holders of partnership interests:

(a) Each unit of general partnership interest of UDIM that is outstanding immediately prior to the Effective Date will be converted into units of general partnership interest of the Survivor upon the Effective Date; so that the General Partner of the Survivor will then be Neuroradiology Associates of Tampa, P.A., a Florida professional services corporation (Florida Document No. K50249).

(b) Each unit of limited partnership interest of UDIM that is outstanding immediately prior to the Effective Date will be converted into units of limited partnership interest of the Survivor upon the Effective Date.

(c) Each unit of general partnership interest of UDIM that is outstanding immediately prior to the Effective Date will be surrendered and cancelled upon the Effective Date and each general partner paid \$5,500 per unit of general partnership interest.

(d) Each unit of limited partnership interest of UDI that is outstanding immediately prior to the Effective Date will be surrendered and cancelled upon the Effective Date and each limited partner paid \$5,500 per unit of limited partnership interest.

6. **Submission to Service of Process.** UDI agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of UDIM, as well as the enforcement of any obligation of the Survivor arising from this merger.

7. **Entire Agreement.** This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

9. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

11. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. No waiver by any party of any of the provisions is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operate or are construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other

term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

To signify the intent to be bound by this Agreement, the parties have signed below:

**SURVIVOR/UDI**

**UDIM**

**UNIVERSITY DIAGNOSTIC INSTITUTE LTD.**

**UDI MERGER LP**

By: ALR Imaging, LLC  
Its General Partner

By: Neuroradiology Associates of  
Tampa Bay, P.A.  
Its General Partner

By:   
Dexter Stallworth, M.D.  
Vice President

By:   
Dexter Stallworth, M.D.  
President