

Division of Corporations

Page 1 of 1

602000000367

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H07000147190 3)))



H070001471903ABC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0380

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 JUN -1 AM 8:23

FILED

MERGER OR SHARE EXCHANGE

TAMPA BAY CRYOSURGERY ASSOCIATES, LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$105.00

* 50.00

602-367

Electronic Filing Menu

Corporate Filing Menu

Help

<https://efile.sumbiz.org/scripts/efilecovr.exe>

EFFECTIVE DATE

6-1-2007

6/1/2007

**CERTIFICATE OF MERGER
OF
SOUTHWEST FLORIDA CRYOSURGERY ASSOCIATES, LLC
a Florida limited liability company
WITH AN INTO
TAMPA BAY CRYOSURGERY ASSOCIATES, LLC
a Florida limited liability company**

The following Certificate of Merger is submitted to merge the following Florida limited liability companies in accordance with Sections 608.4382, Florida Statutes.

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

<u>Name</u>	<u>Entity Type</u>	<u>Entity Type</u>
Southwest Florida CryoSurgery Associates, LLC	limited liability company	Florida
Tampa Bay CryoSurgery Associates, LLC	limited liability company	Florida

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

<u>Name</u>	<u>Entity Type</u>	<u>Entity Type</u>
Tampa Bay CryoSurgery Associates, LLC	limited liability company	Florida

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

FOURTH: The Articles of Organization of Tampa Bay CryoSurgery Associates, LLC are amended to amend Article II thereof, so that, as amended, Article II shall read as follows:

"Article II

The mailing address and street address of the principal office of the Company is 320 Wainway Place, Suite 545, Arlington, Texas 76010."

FIFTH: The effective date of the merger is June 1, 2007.

EFFECTIVE DATE
6-1-07

R-Certificate of Merger (SW-Florida) and Tampa Bay 02/23/04 DDDC

FILED

2007 JUN - 1 AM 8:23

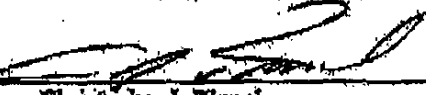
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

602-21747
602-367

Executed as of June 1, 2007.

SOUTHWEST FLORIDA CYROSURGERY
ASSOCIATES, LLC, a Florida limited liability
company

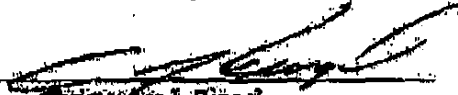
By: HT CYROSURGERY MANAGEMENT
COMPANY, LLC, Operational Manager

By: 

Christopher J. Ringel
President

TAMPA BAY CYROSURGERY ASSOCIATES,
LLC, a Florida limited liability company

By: HT CYROSURGERY MANAGEMENT
COMPANY, LLC, Operational Manager

By: 

Christopher J. Ringel
President

2007 JUN - 1 AM 8:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

AGREEMENT AND PLAN OF MERGER
of

SOUTHWEST FLORIDA CRYOSURGERY ASSOCIATES, LLC,
a Florida limited liability company

with and into

TAMPA BAY CRYOSURGERY ASSOCIATES, LLC,
a Florida limited liability company

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is entered into by and between Southwest Florida Cryosurgery Associates, LLC, a Florida limited liability company ("Southwest"), and Tampa Bay Cryosurgery Associates, LLC, a Florida limited liability company ("Tampa Bay"), as of June 1, 2007 (the "Effective Date").

RECITALS

WHEREAS, the respective members of Southwest and Tampa Bay have approved the business combination transaction provided for herein in which Southwest will merge with and into Tampa Bay, with Tampa Bay surviving (the "Merger"), on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT OF MERGER

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereby agree as follows:

1. **Member Approval.** The members of Southwest and Tampa Bay approved the Merger as of June 1, 2007.

2. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, Southwest shall be merged with and into Tampa Bay at the Effective Time of the Merger (as hereinafter defined) in accordance with the provisions of 608.432 through 608.438 of the Florida Statutes (the "Florida Act"). Following the Merger, the separate existence of Southwest shall cease and Tampa Bay shall continue as the surviving limited liability company and shall succeed to and assume all the rights and obligations of Southwest in accordance with Section 680.4383 of the Florida Act, including all assets and liabilities of Southwest.

3. **Closing.** The Closing of the Merger (the "Closing") will take place at the offices of the Operational Manager of Tampa Bay (the date of the Closing being referred to herein as the "Closing Date"). At the Closing, (i) the appropriate managers of Southwest and Tampa Bay shall execute and acknowledge the Certificate of Merger to be filed with the Florida Department of State

Merger Agreement between SW Florida and Tampa Bay (2007) (1) (2) Doc

1

2007 JUN - 1 AM 8:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

(the "Certificate of Merger") and (ii) the parties shall take such further action as is required to consummate the transactions described in this Agreement and the Certificate of Merger.

4. **Effective Time.** The parties shall (i) file the Certificate of Merger with the Florida Department of State executed in accordance with the relevant provisions of the Florida Act, and (ii) make all other filings or recordings required under the Florida Act. The Merger will be effective in Florida on the date upon which the Certificate of Merger is filed in Florida (the "Effective Time" of the Merger).

5. **Effects of the Merger.**

(a) The Merger shall have the effects set forth in the Florida Act.

(b) For federal income tax purposes, Tampa Bay shall be deemed to be the surviving limited liability company in an "Assets-over" merger as set forth in Section 1.702-1(c)(3)(i) of the Treasury Regulations.

6. **Articles of Organization and Operating Agreement.**

(a) The Articles of Organization of Tampa Bay as in effect at the Effective Time shall be the Articles of Organization of the surviving limited liability company, until thereafter changed or amended as provided therein or by applicable law, except that Article II of the Articles of Organization is amended in its entirety to read as follows:

"Article II

The mailing address and street address of the principal office of the Company is 320 Westway Place, Suite 546, Arlington, Texas 76010."

(b) The Operating Agreement, as amended and restated, of Tampa Bay as in effect at the Effective Time of the Merger shall be the Operating Agreement of Tampa Bay, the surviving limited partnership, until thereafter changed or amended as provided therein or by applicable law.

7. **Copy of the Agreement.** An executed copy of this Agreement will be kept on file at the offices of Tampa Bay, the surviving limited liability company. A copy of the Agreement will be furnished by Tampa Bay, on written request and without cost, to any creditor or obligee of Southwest or Tampa Bay at the date of the Merger if such obligation is then outstanding.

8. **Effect on Partnership Interests.** As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder of any membership interest in Southwest or Tampa Bay, all membership interests in Southwest and Tampa Bay shall cease to exist and each partner of Southwest and Tampa Bay shall cease to have any rights with respect thereto. Pursuant to the Merger, the membership interests in Tampa Bay shall equal the following:

FILED

2007 JUN - 1 AM 8:23

CLERK OF STATE
TREASURY OF FLORIDA

Names of Partner	Membership Interest
Advanced Medical Partners, Inc.	57.99%
Marc A. Mesler, M.D.	4.58%
Thomas J. Roane, M.D.	1.82%
Urology Treatment Center of Southeast Florida, PA	14.56%
Richard B. Brunelle, M.D.	13.18%
Robert L. Karp, M.D.	2.84%
Frank D. Mustardrug, M.D.	2.64%
Ted Fajda & Mark Swietkowski	2.64%

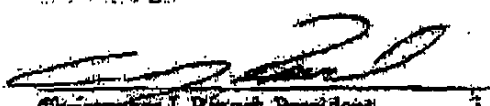
The Membership Interests described above shall be "Financial Interests" and the Members shall be "Clinical Members." The Operational Member shall retain its one hundred percent (100%) Governance Interest.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

SOUTHWEST:

SOUTHWEST FLORIDA CYROSURGERY ASSOCIATES, LLC
a Florida limited liability company

By: **HT CYROSURGERY MANAGEMENT COMPANY, LLC**
Operational Manager

By: 
Christopher J. Ringel, President

2007 JUN -1 AM 8:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

06/01/2007 13:05

850-245-6897

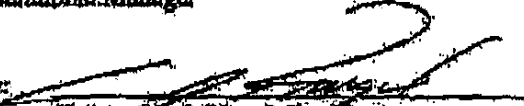
FL DEPT OF STATE

PAGE 11/11

TAMPA BAY

TAMPA BAY CYROSURGERY ASSOCIATES, LLC
a Florida limited liability company

By: **HT CYROSURGERY MANAGEMENT COMPANY, LLC,**
Operational Manager

By: 
Christopher J. Ringel, President

FILED

2007 JUN -1 AM 8:23

SECRETARY OF STATE
TALLAHASSEE, FLORIDA