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EXAMINER



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DIVISION OF CORPORATIONS

B. KOHR

DEC 16 2010

EXAMINER



CORPORATION SERVICE COMPANY

EFFECTIVE DATE 11/1/2011

ACCOUNT NO. : I20000000195

REFERENCE : 610444 4326501

AUTHORIZATION

COST LI.....UP TO 100.00

FILED STATE
SECRETARY OF CORPORATIONS
10 DEC 15 AM 8:02

ORDER DATE : December 15, 2010

ORDER TIME : 2:27 PM

ORDER NO. : 610444-010

CUSTOMER NO: 4326501

ARTICLES OF MERGER

LASER SPINE INSTITUTE OF
PENNSYLVANIA, LLC

INTO

LASER SPINE INSTITUTE, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
____ PLAIN STAMPED COPY

CONTACT PERSON: Doreen Wallace

EXAMINER'S INITIALS: _____

EFFECTIVE DATE 1/1/2011

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
10 DEC 15 AM 8:02

CERTIFICATE OF MERGER
For
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company 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>
Laser Spine Institute of Arizona, LLC	Arizona	limited liability company
Laser Spine Institute of Pennsylvania, LLC	Pennsylvania	limited liability company

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Laser Spine Institute, LLC	Florida	limited liability company

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 applicable provisions of Chapter 608, 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 or jurisdiction under which such other business entities are formed or organized.

Fifth: The merger shall become effective at 12:01 a.m. EST on January 1, 2011.

IN WITNESS WHEREOF, the undersigned limited liability companies have caused this Certificate of Merger to be signed by a duly authorized manager thereof this 15th day of December, 2010.

LASER SPINE INSTITUTE, LLC

By: Horne Management, Inc., its manager

By: 

Name: William Horne

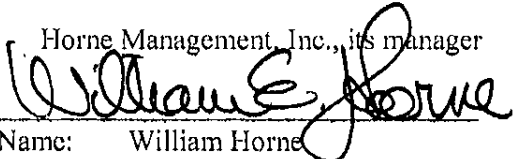
Title: President

LASER SPINE INSTITUTE OF ARIZONA, LLC

By: LSI Management Company, LLC, its manager

By: Laser Spine Institute, LLC, its manager

By: Horne Management, Inc., its manager

By: 

Name: William Horne

Title: President

LASER SPINE INSTITUTE OF
PENNSYLVANIA, LLC

By: LSI Management Company, LLC, its manager

By: Laser Spine Institute, LLC, its manager

By: Horne Management, Inc., its manager

By: 

Name: William Horne

Title: President

**PLAN OF MERGER
OF
LASER SPINE INSTITUTE OF ARIZONA, LLC
AND
LASER SPINE INSTITUTE OF PENNSYLVANIA, LLC
WITH AND INTO
LASER SPINE INSTITUTE, LLC**

This Plan of Merger (the "Plan") is entered into as of December 14, 2010, by and between LASER SPINE INSTITUTE OF ARIZONA, LLC, an Arizona limited liability company ("Arizona"), LASER SPINE INSTITUTE OF PENNSYLVANIA, LLC, a Pennsylvania limited liability company ("Pennsylvania"), and LASER SPINE INSTITUTE, LLC, a Florida limited liability company ("LSI"), and sets forth the terms and conditions upon which, at the Effective Time (hereinafter defined), Arizona and Pennsylvania shall be merged with and into LSI.

1. Constituent Companies.

The constituent entities party to this Plan (the "Constituent Companies") are Arizona, Pennsylvania and LSI. At the Effective Time, Arizona and Pennsylvania shall be merged with and into LSI (the "Merger") and LSI shall be the surviving company in the Merger (the "Surviving Entity"), and shall retain the name Laser Spine Institute, LLC.

2. Effective Time.

The Merger shall become effective at 12:01 a.m. EST on January 1, 2011 (the "Effective Time").

3. Terms and Conditions of Merger.

- (a) The Merger shall be effected pursuant to the provisions of the Arizona Limited Liability Company Act, the Pennsylvania Limited Liability Company Act and the Florida Limited Liability Company Act and in accordance with the terms set forth in this Plan. The Merger may be abandoned at any time before the Effective Time by action of the Manager of any of the Constituent Companies.
- (b) At the Effective Time, Arizona and Pennsylvania will be merged with and into LSI, and the separate limited liability company existence of Arizona and Pennsylvania shall cease and the limited liability company existence of LSI shall continue as the Surviving Entity under the name Laser Spine Institute, LLC.
- (c) From and after the Effective Time, the Surviving Entity shall possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Entities. All property (real, personal and mixed), all debts due on whatever account (and all other choses in action) and all and every other interest (of or belonging to or due to each of the Constituent Entities) shall be taken and deemed vested in the Surviving Entity, without further

act or deed. Title to any real estate, or any interest therein, vested in each of the Constituent Entities shall not revert to or be in any way impaired by reason of the Merger. From and after the Effective Time, and subject to applicable bankruptcy law, the Surviving Entity shall thenceforth be responsible and liable for all debts, liabilities, obligations, duties and penalties of each of the Constituent Entities.

4. Articles of Organization and Operating Agreement.

- (a) At the Effective Time, the Articles of Organization of LSI shall continue to be the Articles of Organization of the Surviving Entity and no change to such Articles of Organization shall be effected by the Merger. After the Effective Time, such Articles of Organization may be amended and modified, from time to time, in accordance with the then current operating agreement of the Surviving Entity and applicable law.
- (b) At the Effective Time, the current Fourth Amended and Restated Operating Agreement of LSI (the "Operating Agreement") shall continue to be the Operating Agreement of the Surviving Entity and no change to such Operating Agreement shall be effected by the Merger. After the Effective Time, such Operating Agreement may be amended and modified, from time to time, in accordance with its terms and applicable law.
- (c) At the Effective Time, the members of the Advisory Committee, manager and officers of LSI (the "Management") shall continue to be the members of the Advisory Committee, manager and officers of the Surviving Entity, subject to the Articles of Organization and the Operating Agreement of LSI and the laws of the State of Florida and no change to the Management shall be effected by the Merger. After the Effective Time, the Management may be restructured and modified, from time to time, in accordance with the Operating Agreement and the laws of the state of Florida.

5. Manner and Basis of Conversion and Exchange of Membership Interests.

At the Effective Time, the outstanding membership interests of the Constituent Companies will be converted, exchanged and cancelled as follows:

- (a) The outstanding membership interests of LSI will not be converted, exchanged or altered in any manner as a result of the Merger and will remain outstanding membership interests of the Surviving Entity.
- (b) The outstanding membership interests of Arizona and Pennsylvania shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof.

[Signature page follows on next page.]

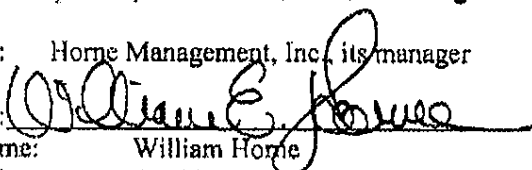
IN WITNESS WHEREOF, the parties to this Plan, pursuant to the approval and authority duly given by their respective manager and members, have caused this Plan to be signed in their respective company names as of the date first written above.

LASER SPINE INSTITUTE OF ARIZONA, LLC

By: LSI Management Company, LLC, its manager

By: Laser Spine Institute, LLC, its manager

By: Horne Management, Inc., its manager

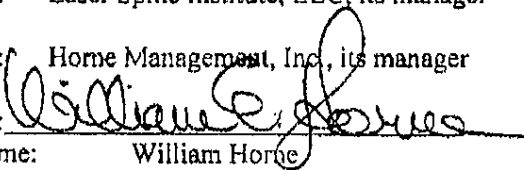
By: 
Name: William Horne
Title: President

LASER SPINE INSTITUTE OF PENNSYLVANIA, LLC

By: LSI Management Company, LLC, its manager

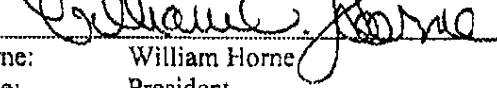
By: Laser Spine Institute, LLC, its manager

By: Horne Management, Inc., its manager

By: 
Name: William Horne
Title: President

LASER SPINE INSTITUTE, LLC

By: Horne Management, Inc., its manager

By: 
Name: William Horne
Title: President