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MERGER OR SHARE EXCHANGE

Beltone Hearing Centers of Florida, LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$108.00

\$ 50.00

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STATE OF 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>
Beltone Hearing Centers of Florida, LLC	Florida	Limited liability company
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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>
Beltone Hearing Centers of Florida, LLC	Delaware	Limited liability company

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.

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:

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:

c/o The Corporation Trust Company, Corporation Trust Center

1209 Orange Street, Wilmington, Delaware 19801

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: 2601 Paxier Blvd.

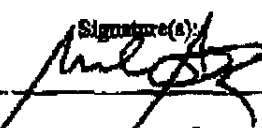
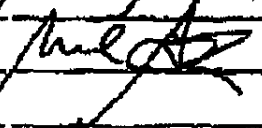
Glenview, Illinois 60026

Mailing address: Same

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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.608.4351-608.43593, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Belone Wearing Centers of Florida, LLC (a Florida Limited Liability Company)		Michael Andreozzi Manager
Belone Wearing Centers of Florida, LLC (a Delaware Limited Liability Company)		Michael Andreozzi Manager

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: Signatures 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: \$52.50
 For each General Partnership: \$25.00
 For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of August 11, 2006 by and between BELTONE HEARING CENTERS OF FLORIDA, LLC, a Delaware limited liability company ("Beltone-Delaware") and BELTONE HEARING CENTERS OF FLORIDA, LLC, a Florida limited liability company ("Beltone-Florida").

WITNESSETH:

WHEREAS, Beltone-Delaware is the sole member of Beltone-Florida;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree that Beltone-Florida shall be merged into Beltone-Delaware and the other transactions hereinafter described shall be consummated, all under the terms and conditions herein set forth:

ARTICLE 1

1.1 The Merger. Effect of Merger. On the Effective Date (as defined in paragraph 1.2 below), Beltone-Florida shall be merged with and into Beltone-Delaware (the "Merger"), the separate existence of Beltone-Florida shall cease, and Beltone-Delaware, as the Surviving Company (the "Surviving Company"), shall continue its existence under the laws of the State of Delaware.

1.2 Effective Date. The Effective Date of the Merger shall be the date on which a duly executed Certificate of Merger shall be filed in the office of the Secretary of State of Delaware.

ARTICLE 2

2.1 Belton-Delaware Certificate of Formation. The Certificate of Formation of Beltone-Delaware in effect on the Effective Date shall be and remain the Certificate of Formation of the Surviving Company, until it shall be amended as provided by law.

2.2 Belton-Delaware Operating Agreement. The Operating Agreement of Beltone-Delaware in effect on the Effective Date shall be and remain the Operating Agreement of the Surviving Company, until the same shall be altered, amended or repealed.

2.3 Managers and Officers. The managers and officers of Beltone-Delaware on the Effective Date shall continue to serve as managers and officers of the Surviving Company until the expiration of their term, or their prior resignation, removal or death.

ARTICLE 3

3.1 Belton-Delaware Membership Interests. On or as of the Effective Date, each member of Beltone-Delaware immediately prior thereto shall, by virtue of the Merger and without any action on the part of the member, become a member of the Surviving Company. The membership interest held by each member of Beltone-Delaware immediately prior thereto shall,

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by virtue of the Merger and without any action on the part of the member, become the membership interest of such member in the Surviving Company.

3.2 Beltona-Florida Membership. On and as of the Effective Date, all of the membership interests of Beltona-Florida issued and outstanding immediately prior thereto shall be surrendered and cancelled. The parties acknowledge that immediately prior to the Merger Beltona-Delaware is the sole member of Beltona-Florida.

3.3 Rights and Obligations of Beltona-Florida. In accordance with the Act, the Surviving Company shall possess, insofar as permitted by the Act, all rights, privileges and powers of Beltona-Florida; and all property and assets of Beltona-Florida shall vest in the Surviving Company without any further act or deed; and the Surviving Company shall assume and be liable for all liabilities and obligations of Beltona-Florida.

ARTICLE 4

4.1 Conditions to Merger. The consummation of the Merger and other transactions herein provided is subject to receipt of the requisite approval of the members and managers of Beltona-Florida and the members and managers of Beltona-Delaware. After the approval by the members and managers of Beltona-Florida and Beltona-Delaware, all required documents shall be executed, filed and recorded and all required action shall be taken in order to consummate the Merger.

ARTICLE 5

5.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

5.2 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

5.4 Further Assurances. From time to time on and after the Effective Date, each party hereto agrees that it will execute and deliver or cause to be executed and delivered all such further assignments, assurances or other instruments, and shall take or cause to be taken all such further actions, as may be necessary or desirable to consummate the Merger provided for herein, and the other transactions contemplated by this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer thereof as of the date first written above.

BELTONE HEARING CENTERS OF FLORIDA, LLC
a Delaware limited liability company

By: _____
Michael Androozzi, Manager

BELTONE HEARING CENTERS OF FLORIDA, LLC
a Florida limited liability company

By: _____
Michael Androozzi, Manager

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