

L16000064154

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP

WAIT

MAIL

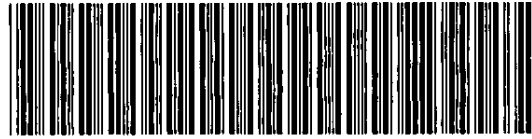
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400246529564

04/30/13--01001--008 **80.00

RECEIVED
OFFICE OF THE
CLERK OF SUPERIOR COURT
2013 APR 29 PM 3:55
TO ATTORNEY
SUFFICIENT FOR FILING

FILED
13 APR 29 PM 4:33
OFFICE OF THE
CLERK OF SUPERIOR COURT
10500064154
4/30/13

CORP DIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-23

CONTACT: KATIE WONSCH

DATE: 04/29/2013

REF. #: 7745692.8750643

CORP. NAME: MIAMI ANESTHESIA, LLC into GALLOWAY ANESTHESIA ASSOCIATES, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 70001826 FOR \$ 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Galloway Anesthesia Associates, LLC
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Frank Springer

(Contact Person)

c/o DLA Piper LLP (US)

(Firm/Company)

200 S Biscayne Blvd, Ste 2500

(Address)

Miami, FL 33131

(City/State and Zip Code)

For further information concerning this matter, please call:

Frank Springer at (305) 423-8553

(Name of Contact Person)

(Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your documents if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314.

CERTIFICATE OF MERGER

OF

MIAMI ANESTHESIA, LLC
a Florida limited liability company

INTO

GALLOWAY ANESTHESIA ASSOCIATES, LLC;
a Florida limited liability company

FILED
13 APR 29 PM 4:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following certificate of merger is submitted in accordance with the Florida Limited Liability Company Act, pursuant to Section 608.4382, Florida Statutes.

FIRST: The name and jurisdiction of the surviving company is Galloway Anesthesia Associates, LLC, a Florida limited liability company (the "Surviving Company").

SECOND: The name and jurisdiction of the merging company is Miami Anesthesia, LLC, a Florida limited liability company ("Merged Company").

THIRD: The Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on the date this Certificate of Merger is filed with the Florida Department of State.

FIFTH: The Plan of Merger was adopted by the board of managers of the Surviving Company on April 26, 2013, and member approval was not required, in accordance with the provisions of Section 608.4381 of the Florida Limited Liability Act.

SIXTH: The Plan of Merger was adopted by the sole member of Merged Company on April 26, 2013, in accordance with the provisions of Section 608.4381 of the Florida Limited Liability Act.

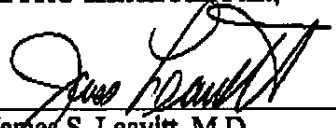
[Signature Page to Follow]

Executed on this 26th day of April, 2013.

**GALLOWAY ANESTHESIA ASSOCIATES,
LLC, a Florida limited liability company**

By its sole member

By: GASTRO HEALTH, P.L.,

By: 
Name: James S. Leavitt, M.D.
Title: President, Manager

**MIAMI ANESTHESIA, LLC, a Florida limited
liability company**

By its sole member:

**GASTRO ANESTHESIA PARTNERS, LLC, a
Florida limited liability company**

By: 
Name: Eugenio J. Hernandez, M.D.
Title: Co-Managing Member


By: 
Name: Simon Behar, M.D.
Title: Co-Managing Member

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

by and among

MIAMI ANESTHESIA, LLC,

GASTRO ANESTHESIA PARTNERS, LLC,

the MEMBERS (AS DEFINED HEREIN)

and

GALLOWAY ANESTHESIA ASSOCIATES, LLC

April 29, 2013

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER**, dated as of April 29, 2013 (this "**Agreement**"), by and among **MIAMI ANESTHESIA, LLC**, a Florida limited liability company (the "**Company**"), **GASTRO ANESTHESIA PARTNERS, LLC**, a Florida limited liability company (the "**Member**") each of the individual owners of the Member as set forth on Exhibit A (the "**Member Owners**"), **GALLOWAY ANESTHESIA ASSOCIATES, LLC**, a Florida limited liability company (the "**Purchaser**"), and **GASTRO HEALTH, P.L.**, a Florida professional limited liability company ("**Parent**").

WITNESSETH:

WHEREAS, the parties intend that the Company be merged with and into Purchaser (the "**Merger**"), pursuant to this Agreement and on the terms and conditions contained herein and in accordance with the Florida Limited Liability Company Act (the "**Act**");

WHEREAS, the Board of Managers of the Company has (i) determined that the Merger and this Agreement are in the best interests of the Company and its members, and (ii) unanimously approved this Agreement, and each Member has approved this Agreement;

WHEREAS, the Board of Managers of Purchaser has unanimously approved this Agreement and the members of Purchaser have approved this Agreement;

WHEREAS, the Member and the Member Owners have unanimously approved this Agreement by written consent and the transactions contemplated hereby, including, without limitation, the Merger; and

WHEREAS, the parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe certain conditions to the Merger, as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Article 1, unless such terms are defined elsewhere in this Agreement.

"**Act**" has the meaning set forth in the Recitals.

"**Affiliate**" with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Person. For purposes of this Agreement, "control" shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the

ownership of voting securities, by contract or otherwise (and the terms “controlled by” and “under common control with” shall have correlative meanings).

“**Agreement**” as defined in the Preamble.

“**Balance Sheet Date**” December 31, 2012.

“**Certificate of Merger**” as defined in Section 2.6.

“**Chosen Court**” as defined in Section 10.12.

“**Closing**” as defined in Article 8.

“**Closing Date**” the date on which the Closing shall occur.

“**Code**” the Internal Revenue Code of 1986, as amended.

“**Company**” as defined in the Preamble.

“**Company Benefit Plan**” as defined in Section 4.14(a).

“**Company ERISA Affiliate**” as defined in Section 4.14(a).

“**Company Unit**” or “**Company Units**” means those units of equity in the Company issued to the Member.

“**Damages**” as defined in Section 9.1.

“**Effective Time**” as defined in Section 2.6.

“**ERISA**” the Employee Retirement Income Security Act of 1974, as amended.

“**Expiration Date**” as defined in Section 10.5.

“**Financial Statements**” means the unaudited financial statements of the Company for each of the years ended December 31, 2010, December 31, 2011, and December 31, 2012, including balance sheets and income statements, and unaudited financial statements of the Company for the month(s) ended February 28, 2013, copies of which are attached hereto as Exhibit B.

“**Indemnified Parties**” as defined in Section 9.1.

“**Indemnifying Parties**” as defined in Section 9.1.

“**IRS**” the Internal Revenue Service.

“**Merger**” as defined in the Recitals.

“**Merger Consideration**” as defined in Section 3.1.

“**Percentage Membership Interest**” or “**Percentage Interest**” means the percentage ownership interest in the Company.

“**Person**” a person, corporation, partnership, limited liability company, joint venture, trust or other entity or organization.

“**Purchaser**” as defined in the Preamble.

“**Surviving Company**” as defined in Section 2.1.

ARTICLE 2

THE MERGER

Section 2.1 **Surviving Company**. Subject to the provisions of this Agreement and the Act, at the Effective Time, the Company shall be merged with and into Purchaser, and the separate existence of the Company shall cease. Purchaser shall be the surviving company in the Merger (hereinafter sometimes called the “**Surviving Company**”) and shall continue its corporate existence under the laws of the State of Florida.

Section 2.2 **Articles of Organization**. The Articles of Organization of the Purchaser, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Company until thereafter duly amended.

Section 2.3 **Operating Agreement**. The Operating Agreement of the Purchaser, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Company until thereafter duly amended.

Section 2.4 **Managers**. The managers of the Purchaser immediately prior to the Effective Time shall be the managers of the Surviving Company and will hold office from the Effective Time until their respective successors are duly elected and qualified.

Section 2.5 **Officers**. The officers of the Purchaser immediately prior to the Effective Time shall be the officers of the Surviving Company and will hold office from the Effective Time until their respective successors are duly elected and qualified.

Section 2.6 **Effective Time**. Subject to the terms and conditions of this Agreement, the Merger shall become effective on April 29, 2013 at the time at which a certificate of merger meeting the requirements of the Act (the “**Certificate of Merger**”) is filed with the Secretary of State of the State of Florida, or such later time as may be specified in such certificate, such time being herein referred to as the “**Effective Time**.”

ARTICLE 3

CONVERSION OF COMPANY UNITS

Section 3.1 **Manner and Basis of Converting Company Units.** As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of any Company Units:

(a) All of the Company Units shall be converted into the right to receive a total of ten (10) Class B Units of the Parent, which equate to units of ownership of the Surviving Company (the “**Merger Consideration**”). The Member agrees to immediately distribute the Merger Consideration to the Member Owners on a pro rata basis, such that each Member Owner will own one (1) Class B Unit of Parent following the Closing of the transactions contemplated by this Agreement.

(b) Each Company Unit held in the Company’s treasury as of the Effective Time shall be cancelled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof or payment of any consideration therefor.

(c) From and after the Effective Time, the holders of Company Units shall cease to have any rights with respect to such Company Units, except the right to receive the Merger Consideration.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company and each Member hereby, jointly and severally represents and warrants to the Purchaser as follows:

Section 4.1 **Organization.** The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Company is duly qualified to transact business, and is in good standing as a foreign corporation in each jurisdiction where the character of its activities requires such qualification. The Company has heretofore provided the Purchaser with true, accurate and complete copies of the Articles of Organization and Operating Agreement, as currently in effect, of the Company and has made available to the Purchaser the complete and accurate minute books and records of the Company.

Section 4.2 **Authorization.** The Company has full corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and to consummate the Merger and the other transactions provided for herein. The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder and the consummation of the Merger and the other transactions provided for herein have been duly and validly authorized by all necessary corporate action on the part of the Company. Each Member has adopted and approved this Agreement. The Board of Managers of the Company has approved the execution, delivery and performance of this

Agreement and the consummation of the Merger and the other transactions provided for herein or contemplated hereby. This Agreement has been duly executed and delivered by the Company, its Member and each Member Owner and constitutes the valid and binding agreement of each of them, enforceable against each of them in accordance with its terms.

Section 4.3 **No Violations.** The execution, delivery and performance of this Agreement, the consummation of the Merger and the other transactions contemplated by this Agreement and the fulfillment of and compliance with the terms and conditions of this Agreement do not and will not violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) the Articles of Organization and Operating Agreement of the Company, (ii) any contract, commitment, instrument or other agreement to which the Company is a party or by which any of them (or any of their respective properties or assets) is subject or bound, (iii) any judgment, decree or order of any court or governmental authority or agency to which the Company is a party or by which the Company or any of its properties or assets is bound, or (iv) except as set forth in this Section 4.3, any statute, law, regulation or rule applicable to the Company. Except for the filing of the Certificate of Merger as required by the Act, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental agency or public or regulatory unit, agency, body or authority with respect to the Company is required in connection with the execution, delivery or performance of this Agreement by the Company or the consummation of the transactions contemplated by this Agreement by the Company.

Section 4.4 **Capitalization.** The Member owns all of the Company Units free and clear of any and all liens, mortgages, adverse claims, charges, security interests, encumbrances or other restrictions or limitations whatsoever and the Company Units represent all of the authorized, issued and outstanding equity interests in the Company. There are no outstanding subscriptions, options, convertible securities, rights (preemptive or other), warrants, calls or agreements relating to any Company Units or other rights in the Company. The Member is wholly owned by the Member Owners and each Member Owner owns ten percent (10%) of the issued and outstanding equity of Member.

Upon the consummation of the Merger, the Member and the Member Owners shall forfeit all right, title, and interest to the Company Units or any other interests in the Company except for their rights to the Merger Consideration pursuant to this Agreement and Parent will own one hundred percent (100%) of the issued and outstanding equity of the Surviving Company, free and clear of any and all liens, mortgages, adverse claims, charges, security interests, encumbrances or other restrictions or limitations whatsoever (other than any liens created by Parent).

Section 4.5 **Subsidiaries.** The Company has no subsidiaries.

Section 4.6 **Financial Statements.** The Financial Statements present a true, accurate and complete statement of the financial condition and assets and liabilities of the Company, and the results of operations as of the dates shown thereon and have been prepared in accordance with GAAP. The balance sheets included in the Financial Statements have been prepared on a consistent basis and fairly present the financial condition of the Company, as of the dates reflected therein and the statements of revenues and expenses and income statements, have been

prepared on a consistent basis and fairly present the results of operations for the periods reflected therein and fairly present the financial condition of the Company, as of the date and for the period specified therein.

Section 4.7 **No Undisclosed Liabilities.** There are no liabilities or obligations of the Company of any kind whatsoever, whether accrued, absolute, determined or contingent, other than liabilities disclosed or provided for in the Financial Statements or incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date.

Section 4.8 **Absence of Certain Changes.** Since the Balance Sheet Date, the Company has conducted its business only in the ordinary course, consistent with past practice, and there has not been:

- (i) any change in circumstances that had or might have an adverse effect on the condition (financial or otherwise), properties, assets, liabilities, rights, obligations, operations, business or prospects of the Company;
- (ii) any damage, destruction, or loss, (or other event, development or condition of any character (whether or not covered by insurance) that had or might have an adverse effect on the condition (financial or otherwise), properties, assets, liabilities, rights, obligations, operations, business or prospects of the Company; or
- (iii) any adverse change in the Company's pricing policies, reimbursement charges, reimbursement collections, accounts receivable or accounts payable.

Section 4.9 **Legal Proceedings.** There are no suits, actions, claims, proceedings or investigations pending or, to the best knowledge of the Company, the Member and the Member Owners, threatened against the Company before any court, arbitrator or administrative or governmental body, United States or foreign.

Section 4.10 **Compliance with Law.** The Company has all authorizations, approvals, licenses and orders of and from all governmental and regulatory officers and bodies necessary to carry on its business as it is now being conducted, to own or hold under lease the properties and assets it owns or holds under lease and to perform all of its obligations under the agreements to which it is a party.

The Company and each of its contractors, employees, owners and agents, is in compliance with all applicable laws, regulations, rules and orders of any country, state or municipality or of any subdivision or agent of any thereof to which their respective businesses and their employment of labor or their use or occupancy of properties or their billing and collection for services or their rendering of services or any part thereof are subject, including without limitation all state and federal tax laws, health care laws, environmental laws and employment and labor laws.

None of the Company nor any of its contractors, employees, owners and agents, has received any notice from any governmental authority of any violation of or liability arising under

any law, regulations, rules or orders with respect to the business or properties of the Company or the operation or ownership thereof. There is no civil, criminal, administrative action, suit, demand, claim, hearing, notice of violations, investigation, proceeding, notice or demand letter pending or threatened against the Company or any of its contractors, employees, owners and agents.

Section 4.11 **Material Contracts**. Schedule 4.11 sets forth a correct and complete list of all written or oral agreements or arrangements to which the Company is a party (the “**Contracts**”) and a complete and correct copy of each written agreement, including all amendments, addenda, exhibits and schedules thereto, has been provided to Purchaser and the terms of each oral arrangement or agreement are completely and accurately summarized on Schedule 4.11. The **Contracts** are valid and enforceable in accordance with their respective terms with respect to the Company and are valid and enforceable in accordance with their respective terms with respect to any other party thereto. There is not under any of the **Contracts** any existing breach, default or event of default by the Company, nor does the Company know of, and the Company has not received notice of, or made a claim with respect to, any breach or default by any other party thereto.

Section 4.12 **Tax Returns; Taxes**. The Company, its Member and each of the Member Owners, with respect to the Company, have duly and timely filed all federal, state, local and foreign tax returns required to be filed by them, all such returns are true and correct in all material respects, and such companies have duly paid or made adequate provision for the payment of all taxes which are due and payable with respect to the periods covered by such returns pursuant to any assessment with respect to taxes in such jurisdictions, whether or not in connection with such returns or otherwise due or payable on or before the Closing Date. The Company has complied in all respects with all applicable tax laws. The provision made for current and deferred taxes included in the Financial Statements is sufficient for the payment of all accrued and unpaid taxes (whether or not disputed), for the period ended the date thereof and for all periods prior thereto. Since December 31, 2012, the Company has not incurred any liability for taxes outside the ordinary course of business consistent with past custom and practice and has no unpaid liability for any taxes, other than amounts for taxes due for 2012.

Section 4.13 **Employees**. Schedule 4.13 contains a correct and complete list of all of the employees and contractors of the Company, specifying their position and annual rate of compensation, including any bonus or deferred compensation arrangements.

Section 4.14 **Employee Benefit Plans**.

(a) Schedule 4.14 sets forth a true and complete list of each material employee or director benefit plan, arrangement or agreement that is maintained, or contributed to, as of the date of this Agreement (the “**Company Benefit Plans**”) by the Company or by any trade or business, whether or not incorporated (a “**Company ERISA Affiliate**”), all of which together with Company would be deemed a “single employer” within the meaning of Section 4001 of ERISA. The Company has heretofore provided Purchaser true and complete copies of each of the **Company Benefit Plans** and all material related documents. Each of the **Company Benefit Plans** has been operated and administered in all material respects with applicable laws, including, but not limited to,

ERISA and the Code; (ii) each of the Company Benefit Plans intended to be “qualified” within the meaning of Section 401(a) of the Code is so qualified, and there are no existing circumstances or any events that have occurred that could reasonably be expected to adversely affect the qualified status of any such plan; (iii) with respect to each Company Benefit Plan which is subject to Title IV of ERISA, the present value of accrued benefits under such Company Benefit Plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such Company Benefit Plan’s actuary with respect to such Company Benefit Plan, did not, as of its latest valuation date, exceed the then current value of the assets of such Company Benefit Plan allocable to such accrued benefits; (iv) no Company Benefit Plan provides benefits, including, without limitation, death or medical benefits (whether or not insured), with respect to current or former employees or directors of the Company, its subsidiaries or any Company ERISA Affiliate beyond their retirement or other termination of service, other than (A) coverage mandated by applicable law, (B) death benefits or retirement benefits under any “employee pension plan” (as such term is defined in Section 3(2) of ERISA), (C) deferred compensation benefits accrued as liabilities on the books of the Company or the Company ERISA Affiliates or (D) benefits the full cost of which is borne by the current or former employee or director (or his beneficiary); (v) no material liability under Title IV of ERISA has been incurred by the Company or any Company ERISA Affiliate that has not been satisfied in full, and no condition exists that presents a material risk to the Company or any Company ERISA Affiliate of incurring a material liability thereunder; (vi) no Company Benefit Plan is a “multiemployer pension plan” (as such term is defined in Section 3(37) of ERISA); (vii) all contributions or other amounts payable by the Company as of the Effective Time with respect to each Company Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with generally accepted accounting principles and Section 412 of the Code; (viii) neither the Company nor any Company ERISA Affiliate has engaged in a transaction in connection with which the Company or any Company ERISA Affiliate reasonably could be subject to either a material civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a material tax imposed pursuant to Section 4975 or 4976 of the Code; and (ix) to the best knowledge of the Company there are no pending, threatened or anticipated claims (other than routine claims for benefits) by, on behalf of or against any of the Company Benefit Plans or any trusts related thereto.

(b) Except as set forth in Schedule 4.14, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) (i) result in any material payment (including, without limitation, severance, unemployment compensation, “excess parachute payment” (within the meaning of Section 280G of the Code), forgiveness of indebtedness or otherwise) becoming due to any director or any employee of the Company or any of its affiliates from the Company or any of its affiliates under any Company Benefit Plan or otherwise, (ii) materially increase any benefits otherwise payable under any Company Benefit Plan or (iii) result in any acceleration of the time of payment or vesting of any such benefits.

Section 4.15 **Labor Relations**. The Company is in compliance with all applicable federal and state laws respecting employment and employment practices, terms and conditions of

employment, wages and hours, and is not engaged in any unfair labor or unlawful employment practice. No union or other collective bargaining unit has been certified or recognized by the Company as representing any of the Company's employees during the past five years. During the past five years, no union or collective bargaining unit has sought such certification or recognition, and, to the best knowledge of the Company, no union or collective bargaining unit is seeking or currently contemplating seeking any such certification or recognition. Neither the Company nor any Member have received notice from any provider of his or her intent to cease providing services through the Company and neither the Company nor any Member have any knowledge of any provider desiring to terminate his or her relationship with the Company.

Section 4.16 **Title to Properties and Related Matters.** The Company owns no real property. Schedule 4.16 sets forth a correct and complete list of all assets owned or leased by the Company and the Company has good and marketable title to, or valid leasehold interests in, all of their respective properties listed on Schedule 4.16 and all of such properties are held free and clear of all title defects, liens, encumbrances and restrictions of any kind. All such properties are in good condition, reasonable wear and tear excepted and together constitute all of the assets used or required for use in the operation of its business as currently conducted.

Section 4.17 **Patents, Trademarks and Trade Names.** There is no intellectual property licensed by the Company or owned by the Company, other than the Company's name "Miami Anesthesia" and licenses to use off-the-shelf software owned or leased by the Company.

Section 4.18 **Release of Claims.** Each Member represents and warrants that, as of the Closing, he or she has no claims (direct or indirect) against the Company (either individually or as an owner of the Company), arising under any contract or agreement (regardless of whether written or oral), law, rule or regulation, tort or otherwise, other than his or her rights under this Agreement.

Section 4.19 **Changes in Facilities or Third-Party Payors.** Neither the Company nor any Member has received notice, nor to the knowledge of the Company, is any such notice threatened, that any facility or any health plan, insurance company or other third-party payor which is currently doing business with the Company, its Member, or any Member Owner intends to terminate, limit, restrict or amend its relationship with the Company or its physicians or change reimbursement rates or amounts. The Company has no knowledge of any performance issues or concerns relating to the Company, or any of its physicians, certified registered nurse anesthetists, or other clinical personnel issues and is not in receipt of any written or verbal notice from any facility regarding any performance issues or concerns with respect to any of the foregoing.

Section 4.20 **Bank Accounts.** Schedule 4.20 lists (a) the name of each bank, safe deposit company or other financial institution in which the Company has an account, lock box or safe deposit box or joint accounts, lock boxes or safe deposit boxes (together with the name of the joint holder thereof), and (b) the names of all persons authorized to draw thereon or to have access thereto and the names of all persons, if any, holding powers of attorney from the Company.

Section 4.21 **Accounts Receivable**. Attached as Schedule 4.21 is a true, complete and accurate list of all of Company's accounts receivable through April 26, 2013 along with an aging report relating to the same. along with a range of days elapsed since invoice. All such accounts receivable arose from the bona fide sale of services in the ordinary course of business and are carried at values determined in accordance with generally accepted accounting principles, consistently applied. No person has any lien on any of such account receivable and none of the accounts receivable are subject to offset, discount, deduction, challenge or any other right or claim.

Section 4.22 **No Brokers**. None of the Company or any of its respective executive officers or directors has employed any broker, finder or investment banker or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees or finders' fees in connection with the transactions contemplated herein.

Section 4.23 **Insurance**. Schedule 4.23 sets forth a complete and accurate list of all insurance policies issued in favor of the Company or pursuant to which the Company is a named insured or otherwise a beneficiary. As of the date hereof, the Company is covered by valid and currently effective insurance policies issued in favor of the Company that are customary and adequate for companies of similar size in the industry and locales in which the Company operates, including a professional liability policy with limits of \$250,000 per occurrence and \$750,000 in the aggregate. If such professional liability policy is a "claims made" policy, the Company, at its sole expense, shall obtain a "tail" or extended reporting policy that provides coverage for services provided prior to the Closing irrespective of when a claim is brought. All policies listed in Schedule 4.19 are in full force and effect, all premiums due thereon have been paid and the Company have complied in all material respects with the provisions of such policies.

Section 4.24 **Disclosure**. No representation, warranty or statement made by the Company in this Agreement or in the Schedules or Exhibits attached hereto, contains any untrue statement of a material fact or omits to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company, its Member and the Member Owners as follows:

Section 5.1 **Organization**. The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

Section 5.2 **Authorization**. The Purchaser has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and to consummate the Merger and the other transactions provided for herein. The execution and

delivery of this Agreement by the Purchaser and the performance by the Purchaser of its obligations hereunder and the consummation of the Merger and the other transactions provided for herein have been duly and validly authorized by all necessary corporate action on the part of the Purchaser. The Board of Managers of the Purchaser has approved the execution, delivery and performance of this Agreement and the consummation of the Merger and the other transactions provided for herein. This Agreement has been duly executed and delivered by the Purchaser and constitutes the valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms.

Section 5.3 **No Violations.** The execution, delivery and performance of this Agreement, the consummation of the Merger and the other transactions contemplated by this Agreement and the fulfillment of and compliance with the terms and conditions of this Agreement do not and will not, violate or conflict with (i) any terms or provisions of the governing documents of the Purchaser or (ii) any judgment, decree, order, statute, rule or regulation applicable to the Purchaser or any of its assets, except for such violations which would not have in the aggregate a material adverse effect on the ability of the Purchaser to consummate the Merger and other transactions contemplated by this Agreement.

ARTICLE 6

CERTAIN COVENANTS AND AGREEMENTS

Section 6.1 **Reasonable Efforts; Further Assurances; Cooperation.** Subject to the other provisions of this Agreement, the parties hereto shall each use their commercially reasonable efforts to perform their obligations herein and to take, or cause to be taken or do, or cause to be done, all things necessary, proper or advisable under applicable law to obtain all approvals and satisfy all conditions to the obligations of the parties under this Agreement and to cause the Merger and the other transactions contemplated herein to be carried out promptly in accordance with the terms hereof and shall cooperate fully with each other and their respective officers, directors, employees, agents, counsel, accountants and other designees in connection with any steps required to be taken as a part of their respective obligations under this Agreement, including without limitation, obtaining all necessary third party consents and approvals.

Section 6.2 **Accounts Receivable.** All accounts receivable of the Company for services provided through Closing shall continue to be billed and collected in the name of the Company, provided that all proceeds from such collections shall be the property of Purchaser.

Section 6.3 **Company Accounts and Distributions.** The Member will cause the Company to pay its current payables, payroll and any other pre-Closing liabilities through the Closing Date, or otherwise leave sufficient cash in the Company's bank accounts to cover all such Company liabilities. The Member may cause the Company to make a distribution to the Member and the Member may distribute all such monies to the Member Owner's immediately prior to Closing, provided that such distribution(s) leave sufficient funds in the Company's bank accounts to cover the foregoing liabilities. The Member and the Member Owners acknowledge and agree that they shall not be entitled to any distribution made by the Surviving Company during the month of May 2013 even though the Member Owners will own Class B Units during such time.

Section 6.4 **Public Announcements.** The timing and content of all announcements regarding any aspect of this Agreement or the Merger to the financial community, government agencies, employees or the general public shall be mutually agreed upon in advance by the Company and the Purchaser; provided that nothing herein shall prevent any party from complying with applicable law or regulation.

Section 6.5 **Employee Plans and Employment Matters.**

(a) The Member and the Member Owners, at their sole expense, shall be responsible for any and all costs associated with the transition of employees and contractors from the Company to the Surviving Company, including, without limitation, the payout of any accrued paid time off, any bonus obligations arising, in whole or part, prior to the Merger, and any severance obligations.

(b) The Surviving Company or its affiliate will offer continued at-will employment to each employee listed on Exhibit 6.3, for the positions set forth on such exhibit. Such employees shall be entitled to participate in the benefit programs offered by the Surviving Company or its affiliate, as applicable, to similarly situated employees subject to the eligibility requirements of such programs.

ARTICLE 7

CONDITIONS

Section 7.1 **Conditions to Each Party's Obligations.** The respective obligations of each party to effect the Merger shall be subject to the condition that at the Effective Time (i) this Agreement shall have been adopted by the Member and each Member Owner, acting at a meeting or by written consent in lieu of a meeting, (ii) there shall be no effective injunction, writ or preliminary restraining order or any order of any nature issued by a court or governmental agency of competent jurisdiction to the effect that the Merger may not be consummated as herein provided, (iii) no proceeding or lawsuit shall have been commenced for the purpose of obtaining any such injunction, writ or preliminary restraining order or seeking to collect any material damages alleged to arise from the Merger or this Agreement, and (iv) no written notice shall have been received from any governmental or regulatory agency indicating an intent to restrain, prevent, materially delay or restructure the transactions contemplated by the Agreement.

Section 7.2 **Conditions to Obligations of the Company.** The obligations of the Company to effect the Merger shall be subject to the fulfillment at or prior to the Closing of each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of the Purchaser set forth in Article 5 shall be true and correct as of the date of this Agreement and as of the Effective Time as though made on and as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such date).

(b) **Performance of Obligations by the Purchaser.** The Purchaser shall have performed in all material respects all covenants and agreements

required to be performed by it under this Agreement on or prior to the Effective Time.

(c) **Consents**. All consents, authorizations, orders and approvals of (or filings or registrations with) any governmental commission, board or other regulatory body (domestic or foreign) required in connection with the execution, delivery and performance of this Agreement shall have been obtained or made, except for filing of the Certificate of Merger and any other documents required to be filed after the Effective Time.

(d) **Certificate**. The Purchaser shall furnish the Company with a certificate of its appropriate officers as to compliance with the conditions set forth in Section 7.2(a), (b) and (c).

Section 7.3 **Conditions to Obligations of the Purchaser**. The obligations of the Purchaser to effect the Merger shall be subject to the fulfillment at or prior to the Closing of each of the following conditions:

(a) **Representations and Warranties**. The representations and warranties of the Company, the Member and each of the Member Owners set forth in Article 4 shall be true and correct as of the date of this Agreement and as of the Effective Time as though made on and as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such date).

(b) **Performance of Obligations of the Company**. The Company shall have performed in all material respects all covenants and agreements required to be performed by it under this Agreement on or prior to the Effective Time.

(c) **Authorization of Merger**. The Company's Member shall have adopted and approved this Agreement in accordance with the requirements of the Act and each of the Member's Owners shall have adopted and approved this Agreement.

(d) **Consents**. All consents, authorizations, orders and approvals of (or filings or registrations with) any governmental commission, board or other regulatory body (domestic or foreign) required in connection with the execution, delivery and performance of this Agreement shall have been obtained or made, except for filing of the Certificate of Merger and any other documents required to be filed after the Effective Time. All consents required from third parties that are listed on Schedule 4.3 shall have been obtained, including, without limitation, any consent relating to any agreement between the Company and any surgical facility.

(e) **Certificate**. The Company shall furnish the Purchaser with a certificate of its appropriate officers as to compliance with the conditions set forth in Section 7.3(a), (b) and (d).

(f) **Bank Accounts**. The Company shall furnish Purchaser with evidence reasonably satisfactory to Purchaser that, as of the Closing, all individuals with signatory

or other authority over the bank accounts set forth on Schedule 4.20 have been removed and Alex Fernandez, CEO of Parent or another individual designated by Parent has been appointed the sole signatory for each such bank account.

(g) **Metro Anesthesia, LLC.** The Company shall furnish a document reasonably satisfactory to Purchaser, signed by Metro Anesthesia, LLC (“Metro”), which document shall set forth Metro’s agreement to: (i) remit all monies collected on behalf of Company (net of Metro’s fees) pursuant to that certain Anesthesia Management Services Agreement dated April 1, 2011 by and between Company and Metro to Purchaser; and (ii) waive the restrictive covenants for any anesthesia provider who provided services for Company and who Purchaser will hire or continue to employ or contract with following the Closing.

(h) **Resignation of Managers.** The Purchaser shall have received the resignation of all managers of the Company.

(i) **Joinder.** Joinder to Parent Operating Company signed by each Member in their capacity as Class B Owners.

ARTICLE 8

CLOSING

The consummation of the transactions contemplated by this Agreement are herein referred to as the “**Closing.**” The Closing shall occur on the date which is five business days after each of the conditions set forth in Article 7 shall have been satisfied or waived, at the offices of DLA Piper LLP (US), 200 S. Biscayne Blvd., Suite 2500, Miami, Florida, or at such other time and place as the Company and the Purchaser shall agree.

ARTICLE 9

INDEMNIFICATION

Section 9.1 **Indemnification.**

(a) **By Member and Member Owners.** Subject to the other provisions of this Agreement, from and after the Closing, the Member and each of the Member Owners (the “**Purchaser Indemnifying Parties**”) shall indemnify and hold harmless, severally and not jointly, in accordance with their proportionate interests in the Company immediately prior to the Effective Time, the Purchaser and its subsidiaries and affiliates (including the Surviving Company), each of their respective officers, directors, employees, agents and representatives, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “**Purchaser Indemnified Parties**”), from, against and in respect of any and all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and damages whenever arising or incurred (including, without limitation, amounts paid in settlement, costs of investigation and attorneys’ fees and expenses) (collectively,

“**Damages**”) arising out of or relating to any breach of any representation, warranty or covenant (in each case without regard to any qualification as to materiality or material adverse effect) of the Company contained in this Agreement or in any certificate delivered pursuant to this Agreement, all operations of the Company prior to the Effective Time, and any tax or other liability attributable to any pre-Effective Time period. Notwithstanding the foregoing, with respect to any Damages arising out of any breach of Section 4.1, 4.2, 4.3, 4.4 or 4.5, the Purchaser Indemnifying Parties shall be jointly and severally liable for such Damages.

Section 9.2 By Purchaser. Subject to the other provisions of this Agreement, from and after the Closing, each of the owners of Purchaser other than the Member Owners (the “**Company Indemnifying Parties**”) shall indemnify and hold harmless, severally and not jointly, in accordance with their proportionate interests in the Purchaser immediately prior to the Effective Time, the Member and the Member Owners and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “**Company Indemnified Parties**”), from, against and in respect of any and all Damages arising out of or relating to any breach of any representation, warranty or covenant (in each case without regard to any qualification as to materiality or material adverse effect) of the Purchaser contained in this Agreement or in any certificate delivered pursuant to this Agreement, all operations of the Purchaser prior to the Effective Time, and any tax or other liability of the Purchaser attributable to any pre-Effective Time period.

The Purchaser Indemnifying Parties and Company Indemnifying Parties are each sometimes referred to herein as an “**Indemnifying Party**.” The Purchaser Indemnified Parties and the Company Indemnified Parties are each sometimes referred to herein as an “**Indemnified Party**.”

Section 9.3 Indemnification Procedure.

(a) Promptly after receipt by an Indemnified Party of notice by a third party of any complaint or the commencement of any action or proceeding with respect to which indemnification is being sought hereunder, such Indemnified Party will notify the applicable Indemnifying Party of such complaint or of the commencement of such action or proceeding, provided that the failure to provide prompt notice shall not relieve them of their duties hereunder except to the extent that such failure has prejudiced any claims or defenses of the applicable Indemnifying Parties. The applicable Indemnifying Parties will assume the defense of such action or proceeding, including (i) the employment of counsel reasonably satisfactory to such Indemnified Party(ies) and (ii) the payment of the fees and disbursements of such counsel. In the event, however, that such Indemnified Party determines to assume the defense or if the applicable Indemnifying Parties fail to assume the defense of the action or proceeding or to employ counsel reasonably satisfactory to such Indemnified Party, in either case in a timely manner, then such Indemnified Party may employ counsel to represent or defend it in any such action or proceeding and the applicable Indemnifying Parties will pay the fees and disbursements of such counsel; provided, however, that the applicable Indemnifying Parties will not be required to pay the fees and disbursements of more than one counsel for all applicable Indemnified Parties in any jurisdiction in any single action or

proceeding. In any action or proceeding with respect to which indemnification is being sought hereunder, the Indemnified Parties or the Indemnifying Parties, whichever are not assuming the defense of such action, as the case may be, will have the right to participate in such litigation and to retain its own counsel at such party's own expense. The applicable Indemnified Parties or Indemnifying Parties, as the case may be, shall at all times use reasonable efforts to keep the applicable Indemnifying Parties or Indemnified Parties, as the case may be, reasonably apprised of the status of the defense of any claim the defense of which they are maintaining.

(b) No Indemnified Party may settle or compromise any claim with respect to which indemnification is being sought hereunder without the prior written consent of the applicable Indemnifying Party, which shall not be unreasonably withheld or delayed.

(c) In the event that an Indemnified Party shall claim a right to payment pursuant to this Agreement, such Indemnified Party shall send written notice of such claim to the applicable Indemnified Party. Such notice shall specify the basis for such claim. As promptly as possible after such notice has been given, the parties shall determine the merits of such claim (by mutual agreement, arbitration, litigation or otherwise).

ARTICLE 10

MISCELLANEOUS PROVISIONS

Section 10.1 **Notices**. All notices, communications and deliveries hereunder shall be made in writing signed by the party making the same, shall specify the Section hereunder pursuant to which it is given or being made, and shall be deemed given or made on the date delivered if delivered in person or on the third business day after it is mailed if mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid) as follows:

To the Purchaser: Galloway Anesthesia Associates, LLC
9415 S.W. 72nd Street, Suite 274
Miami, FL 33173

with a copy to: DLA Piper LLP
200 S. Biscayne Boulevard, Suite 2500
Miami, Florida 33131
Attn: Joshua M. Kaye, Esq.
Fax: (305) 675-6329

To the Company, its Member or
any Member Owners: Gastro Anesthesia Partners, LLC
7600 S.W. 87th Avenue
Suite #100
Miami, FL 33176

or to such other address of a party as such party hereto may furnish to the other parties in writing.

Section 10.2 **Exhibits and Schedules to this Agreement.** All Exhibits and Schedules hereto, or documents expressly incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

Section 10.3 **Time of the Essence; Computation of Time.** Time is of the essence for each and every provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday, or any date banks in Miami, Florida are closed, the party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day which is a regular business day.

Section 10.4 **Assignment; Successors in Interest.** No assignment or transfer by the Purchaser or the Company of their respective rights and obligations hereunder prior to the Closing shall be made except with the prior written consent of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns, and any reference to a party hereto shall also be a reference to a permitted successor or assign.

Section 10.5 **Investigations; Survival of Representations and Warranties.** The representations and warranties of any party, and the right to indemnification for the breach of any such representations and warranties, shall not be affected by any investigation conducted or knowledge obtained by any other party, regardless of when such investigation was conducted or such knowledge was obtained. The representations and warranties of the Company set forth in Article 4 and the representations and warranties of the Purchaser set forth in Article 5 shall survive the Closing and shall remain effective until the expiration of all applicable statutes of limitations. The covenants and agreements of the parties set forth in Article 6 and to be performed following the Effective Time shall survive the Effective Time and remain in full force and effect until performed or waived by the appropriate parties hereto.

Section 10.6 **Number; Gender.** Whenever the context so requires, the singular shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

Section 10.7 **Captions.** The titles, captions and table of contents contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to Articles and Sections are references to Articles and Sections of this Agreement and all references to Exhibits and Schedules are references to Exhibits and Schedules to this Agreement.

Section 10.8 **Controlling Law; Integration; Amendment; Waiver.** This Agreement, and any claim, controversy or dispute arising out of, or relating to, the transactions contemplated by this Agreement or the performance of services hereunder or thereunder, shall be governed by and construed in accordance with the internal laws of the State of Florida without reference to Florida's choice of law rules. This Agreement supersedes all negotiations, agreements and

understandings among the parties with respect to the subject matter hereof, and this Agreement constitutes the entire agreement among the parties hereto.

This Agreement may be amended by the parties hereto by or pursuant to action taken by their respective Boards of Managers at any time, but no amendment or modification shall be made that reduces the amount or changes the form of the consideration to be paid to the Member or that in any way materially adversely affects the rights of the Member without the further approval of the Member. Without limiting the foregoing, this Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto.

Section 10.9 **Severability**. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

Section 10.10 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts.

Section 10.11 **No Third-Party Beneficiaries**. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, and their successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person, firm or corporation being deemed a third-party beneficiary of this Agreement.

Section 10.12 **Jurisdiction and Forum**. Exclusive jurisdiction for all claims arising from or relating to this Agreement or the transactions contemplated hereby shall be in the state courts of Miami-Dade County, Florida.

Section 10.13 **Waiver of Jury Trial**. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION, CLAIM, SUIT, LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 10.14 **Enforcement; Specific Performance**.

(a) The parties agree that irreparable damage would occur in the event that the Company fails to consummate the transactions contemplated by this Agreement in accordance with the terms of this Agreement, and that the Purchaser shall be entitled to specific performance in such event, in addition to any other remedy at law or in equity.

(b) The parties agrees that, in the event of any breach or threatened breach by the Company of any covenant or obligation contained in this Agreement, Purchaser shall be entitled to seek and obtain (i) a decree or order of specific performance to enforce the

observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach. In circumstances where the Company is obligated to consummate the transactions contemplated by this Agreement and such transactions have not been consummated, the parties expressly acknowledge and agree that Purchaser and its members shall have suffered irreparable harm, that monetary damages will be inadequate to compensate Purchaser and its members, and that Purchaser, on behalf of itself and its members, shall be entitled to enforce specifically the Company's obligation to consummate such transactions.

(c) The parties further agree that no other party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy expressly available pursuant to this Section 10.14, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument in connection with or as a condition to obtaining any remedy expressly available pursuant to this Section 10.14.

Section 10.15 **Conflict Waiver; Interpretation.** Each of the Company, its Member, the Member Owners, Purchaser and the Parent understand that the Purchaser and the Parent have been represented by DLA Piper LLP (US) (the "Firm") as counsel to the Purchaser and Parent, including in the preparation, negotiation and execution of this Agreement and the transactions contemplated hereby. The Company, its Member, the Member Owners, Purchaser and the Parent acknowledge and agree that the Firm may after the Closing represent the Purchaser and the Parent and/or their affiliates in matters related to the transactions contemplated by this Agreement including the representation of such persons or entities in matters related to claims that may arise out of or relate to this Agreement. The Company, its Member, the Member Owners, Purchaser and the Parent hereby acknowledge, each on behalf of itself and its affiliates, that each has had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation, and each of the foregoing hereby waives any conflict arising out of such current or future representation with respect to the matters contemplated by this Agreement and the transactions contemplated hereby.

Additionally, while the Firm has acted as scrivener during negotiations of this Agreement and the transactions hereby, the Company, its Member and the Member Owners acknowledge and agree that they have had the opportunity to consult with independent counsel to the extent they deemed necessary and have participated in the drafting of this Agreement and as such that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

Section 10.16 **Expenses.** Each of the Purchaser on the one hand and Company, its Member and the Member Owners on the other hand shall pay to its own respective costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including fees and expenses of its own respective financial advisors, accountants and counsel.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date first above written.

COMPANY

MIAMI ANESTHESIA, LLC

**By: GASTRO ANESTHESIA PARTNERS, LLC,
Its Sole Member**

By: _____
Name: Eugenio J. Hernandez, M.D.
Title: Co-Managing Member

By: _____
Name: Simon Behar, M.D.
Title: Co-Managing Member

MEMBER

GASTRO ANESTHESIA PARTNERS, LLC

By: _____
Name: Eugenio J. Hernandez, M.D.
Title: Co-Managing Member

By: _____
Name: Simon Behar, M.D.
Title: Co-Managing Member

MEMBER OWNERS


By: _____
Moises E. Hernandez, M.D.

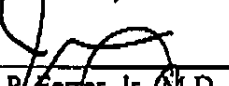
By: _____
Jose Porfirio Carrer, M.D.


By: _____
Eugenio J. Hernandez, M.D.


By: _____
Simon Behar, M.D.

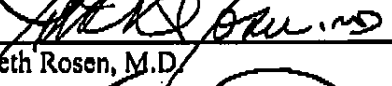
MEMBER OWNERS (CONTINUED)


By: 
Nelson Garcia, M.D.

By: 
Jose P. Ferrer, Jr., M.D.

By: 
Andrew Sabie, M.D.

By: 
Jerry Martel, M.D.

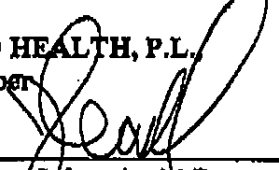
By: 
Seth Rosen, M.D.

By: 
Alfredo Hernandez, M.D.

PURCHASER

GALLOWAY ANESTHESIA ASSOCIATES, LLC

By: **GASTRO HEALTH, P.L.**
Its Sole Member

By: 
Name: James S. Leavitt, M.D.
Title: President, Manager

**PARENT
GASTRO HEALTH, P.L.**

By: 
Name: James S. Leavitt, M.D.
Title: President, Manager

Exhibit A

Member Owners of Gastro Anesthesia Partners, LLC

1. Moises E. Hernandez, M.D.
2. Jose Porfirio Ferrer, M.D.
3. Eugenio J. Hernandez, M.D.
4. Simon Behar, M.D.
5. Nelson Garcia, M.D.
6. Jose P. Ferrer, Jr., M.D.
7. Andrew Sable, M.D.
8. Jerry Martel, M.D.
9. Seth Rosen, M.D.
10. Alfredo Hernandez, M.D.