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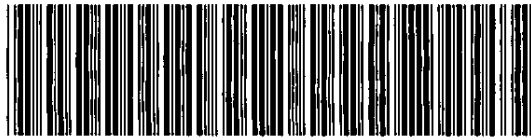
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DATE: 04/24/13

NAME: BAA MERGER, LLC

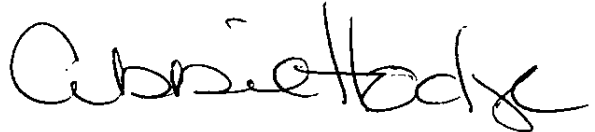
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AUTHORIZATION: ABBIE/PAUL HODGE



**CERTIFICATE OF MERGER
OF
BAA MERGER, L.L.C.
WITH AND INTO
BROAD ANESTHESIA ASSOCIATES, L.L.C.**

April 24, 2013

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act (the "Act"), the undersigned hereby certify that:

1. BAA Merger, L.L.C., a Florida limited liability company (the "Merging Party") shall be merged with and into Broad Anesthesia Associates, L.L.C., a Florida limited liability company (the "Company"), with the Company as the surviving party (the "Surviving Party") of the merger, in accordance with the terms and provisions of that certain Agreement and Plan of Merger, dated as of April 24, 2013, a copy of which is attached hereto as Exhibit A (the "Plan of Merger").

2. The attached Plan of Merger was approved by each domestic limited liability company that is a party to the merger in accordance with Section 608.4381 of the Act.

3. The Merger shall become effective as of the date of the filing of this certificate of merger.


[Signature Page to Follow]

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IN WITNESS WHEREOF, the duly authorized officers of the Surviving Party and the Merging Party have executed and delivered this Certificate of Merger effective as of the date first written above.

SURVIVING PARTY:

BROAD ANESTHESIA ASSOCIATES, L.L.C.,
a Florida limited liability company

By: 
Name: Harvey Plosker, M.D.
Title: President

MERGING PARTY:

BAA MERGER, L.L.C., a Florida limited liability
company


By: 
Name: Harvey Plosker, M.D.
Title: President

Exhibit A
Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

of

BAA MERGER L.L.C.

(a Florida limited liability company)

with and into

BROAD ANESTHESIA ASSOCIATES, L.L.C.

(a Florida limited liability company)

This AGREEMENT AND PLAN OF MERGER (this "**Plan of Merger**"), is made and entered into as of the 24th day of April, 2013, by and between BAA MERGER, L.L.C., a Florida limited liability company (the "**Merging Party**") and BROAD ANESTHESIA ASSOCIATES, L.L.C., a Florida limited liability company (the "**Company**"), in accordance with the provisions of the Florida Limited Liability Company Act (the "**Act**"). The Merging Party and the Surviving Party are hereinafter sometimes referred to, collectively, as the "**Constituent Parties**."

RECITALS

WHEREAS, the Merging Party, a limited liability company duly organized and existing under the laws of the State of Florida, filed its Articles of Organization with the Department of State of the State of Florida on April 24, 2013;

WHEREAS, the Company, a limited liability company duly organized and existing under the laws of the State of Florida, filed its Articles of Organization with the Department of State of the State of Florida on April 14, 2012;

WHEREAS, the Constituent Parties desire to effect a merger in which the Merging Party merges with and into the Company (the "**Merger**");

WHEREAS, Section 608.438 of the Act authorizes the merger of a domestic limited liability company with or into one or more other domestic limited liability companies; and

WHEREAS, the respective boards of managers and members of the Constituent Parties have each approved and adopted this Plan of Merger, the Merger and the other transactions contemplated hereby, in each case after making a determination that this Plan of Merger, the Merger and such other transactions contemplated hereby are advisable and fair to, and in the best interests of, such limited liability company and its members.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, and intending to be legally bound, the Constituent Parties hereby agree as follows:

1. **MERGER.** Subject to the terms and conditions of this Plan of Merger and in accordance with Section 608.438 of the Act, the Merging Party shall be merged with and into the Company at the Effective Time (as defined below). Following the Effective Time, the separate existence of the Merging Party shall cease and the Company shall continue as the surviving party

(the "**Surviving Party**"). The Merger shall have the effects set forth in the Act and in this Plan of Merger. Without limiting the generality of the foregoing, from the Effective Time (as defined below) and without further act, (i) all the rights, privileges, immunities, powers, franchises and authority, public as well as private, of the Merging Party shall vest in the Company as the Surviving Party, and (ii) all debts, liabilities, obligations and duties of the Merging Party shall become the debts, liabilities, obligations and duties of the Company, as the Surviving Party.

2. **EFFECTIVE TIME.** The Merger shall become effective as of the date of the filing of a Certificate of Merger, substantially in the form attached hereto as Exhibit A, by the Surviving Party with the Department of State of the State of Florida (the "**Effective Time**").

3. **ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.** Subject to the terms and conditions of this Plan of Merger, from and after the Effective Time, the Articles of Organization of the Company in effect immediately prior to the Effective Time, shall remain the Articles of Organization of the Surviving Party, and the Operating Agreement of the Company in effect immediately prior to the Effective Time shall remain the Operating Agreement of the Surviving Party, in each case unless and until amended in accordance with their terms and applicable law.

5. **MANAGERS AND OFFICERS.** From and after the Effective Time, the managers of the Company immediately prior to the Effective Time shall be the managers of the Surviving Party.

6. **MANNER AND BASIS OF CONVERTING SHARES.** Subject to the terms and conditions of this Plan of Merger, at the Effective Time and without further act, (i) all of the membership interests of the Merging Party issued and outstanding immediately prior to the Effective Time shall be cancelled and (ii) all of the membership interests of the Company outstanding immediately prior to the Effective Time shall remain outstanding and shall constitute the only membership interests of the Surviving Party outstanding immediately after the Effective Time.

7. **FURTHER ASSIGNMENT OR ASSURANCE.** If at any time the Company, as the Surviving Party, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Plan of Merger, the proper representatives of the Merging Party as of the Effective Time shall do all things necessary or proper to do so.

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

9. **TERMINATION AND AMENDMENT.** Anything in this Plan of Merger or elsewhere to the contrary notwithstanding, this Plan of Merger, the Merger and the other transactions contemplated hereby may be abandoned either by the Merging Party or the Company, by an appropriate act of a duly authorized representative thereof, at any time prior to

the Effective Time. This Plan of Merger may be amended in any respect by the mutual agreement of the Merging Party and the Company.

10. SUCCESSORS AND ASSIGNS. This Plan of Merger shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. SEVERABILITY. If any term or provision of this Plan of Merger is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Plan of Merger or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Plan of Merger so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. DESCRIPTIVE HEADINGS. The descriptive section headings of this Plan of Merger are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the duly authorized officers of the Surviving Party and the Merging Party have executed and delivered this Plan of Merger effective as of the date first written above.

SURVIVING PARTY:

BROAD ANESTHESIA ASSOCIATES, L.L.C.,
a Florida limited liability company

By: _____
Name: Harvey Plosker, M.D.
Title: President

MERGING PARTY:

BAA MERGER, L.L.C., a Florida limited liability
company

By: _____
Name: Harvey Plosker, M.D.
Title: President