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**MERGER OR SHARE EXCHANGE
NeuroSkeletal Imaging, LLC**

Certificate of Status	0
Certified Copy	1
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**CERTIFICATE OF MERGER
OF
NEURO SKELETAL IMAGING INSTITUTE OF MERRITT ISLAND L.L.P.
AND
NEURO SKELETAL IMAGING INSTITUTE OF ORLANDO, LTD., L.L.L.P.
INTO
NEUROSKELETAL IMAGING, LLC**

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The following **CERTIFICATE OF MERGER** is submitted in order to merge **Neuro Skeletal Imaging Institute of Merritt Island L.L.P.**, a Florida limited liability partnership, and, **Neuro Skeletal Imaging Institute of Orlando, LTD., L.L.L.P.**, a Florida limited liability limited partnership, into **NeuroSkeletal Imaging, LLC**, a Florida limited liability company, pursuant to §§ 608.4382, 620.8918 and 620.2108, Florida Statutes. **NeuroSkeletal Imaging, LLC, Neuro Skeletal Imaging Institute of Merritt Island L.L.P., and Neuro Skeletal Imaging Institute Of Orlando, Ltd., L.L.L.P.**, hereby adopt the following Certificate of Merger.

ARTICLE I

The Agreement and Plan of Merger dated November 1, 2013, (the "Plan of Merger") among **Neuro Skeletal Imaging Institute of Merritt Island L.L.P., Neuro Skeletal Imaging Institute of Orlando, LTD., L.L.L.P., and NeuroSkeletal Imaging, LLC**, was unanimously approved and adopted by the Partners of **Neuro Skeletal Imaging Institute of Merritt Island L.L.P.**, on November 1, 2013, in accordance with § 620.8917, Florida Statutes, was unanimously approved and adopted by the General and Limited Partners of **Neuro Skeletal Imaging Institute of Orlando, Ltd., L.L.L.P.**, on November 1, 2013, in accordance with § 620.2107, Florida Statutes, and was unanimously approved and adopted by all of the Members of **NeuroSkeletal Imaging, LLC**, on November 1, 2013, in accordance with § 608.4381, Florida Statutes.

ARTICLE II

Pursuant to the Plan of Merger, all interests of **Neuro Skeletal Imaging Institute of Merritt Island L.L.P. and Neuro Skeletal Imaging Institute of Orlando, Ltd., L.L.L.P.**, will be acquired by means of a merger of **Neuro Skeletal Imaging Institute of Merritt Island L.L.P. and Neuro Skeletal Imaging Institute of Orlando, Ltd., L.L.L.P.**, into **NeuroSkeletal Imaging, LLC**, the surviving entity (the "Merger").

ARTICLE III

The Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

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ARTICLE IV

Pursuant to §§ 608.4382(1)(f), 620.8918(4)(b) and 620.2108(4)(b), of the Florida Statutes, the effective date of the Merger shall be the date of filing of this Certificate of Merger. Notwithstanding the foregoing, the effective date of this Merger for tax and accounting purposes only shall be 11:59 PM, October 31, 2013.

IN WITNESS WHEREOF, the parties have set their hands this 1st day of November, 2013.


**NEURO SKELETAL IMAGING INSTITUTE
OF MERRITT ISLAND L.L.P.**

By: Central Florida Imaging Specialists, Inc.,
its Managing Partner

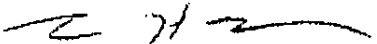
By: 
Thomas H. Magee, M.D., President

**NEURO SKELETAL IMAGING INSTITUTE
OF ORLANDO, LTD., L.L.L.P.**

By: Central Florida Imaging Specialists, Inc.,
its General Partner

By: 
Thomas H. Magee, M.D., President

NEUROSKELETAL IMAGING, LLC

By: 
Thomas H. Magee, M.D., President

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EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER
OF
NEURO SKELETAL IMAGING INSTITUTE OF MERRITT ISLAND L.L.P.
AND
NEURO SKELETAL IMAGING INSTITUTE OF ORLANDO, LTD., L.L.L.P.
INTO
NEUROSKELETAL IMAGING, LLC

THIS AGREEMENT AND PLAN OF MERGER is made this 1st day of November, 2013, by and among **NeuroSkeletal Imaging, LLC**, a Florida limited liability company, (the "Surviving Entity") and **Neuro Skeletal Imaging Institute of Merritt Island L.L.P.**, a Florida limited liability partnership, and **Neuro Skeletal Imaging Institute of Orlando, Ltd., L.L.L.P.**, a Florida limited liability limited partnership, (collectively, the "Disappearing Entities," and individually, a "Disappearing Entity") (the Surviving Entity and Disappearing Entities are collectively referred to herein as the "Constituent Entities").

WITNESSETH:

WHEREAS, all of the Partners of each of the Disappearing Entities have determined that it is advisable that the Disappearing Entities be merged into the Surviving Entity (the "Merger") upon the terms, and subject to the conditions set forth in this Plan of Merger (this "Plan");

WHEREAS, all of the Members of the Surviving Entity have determined that it is advisable that the Disappearing Entities be merged into the Surviving Entity, upon the terms, and subject to the conditions set forth in this Plan; and

WHEREAS, the Merger is being effected pursuant to this Plan and in accordance with Sections 620.8916, 620.2106 and 608.438 of the Florida Statutes.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties hereto agree as follows:

1. **Articles of Organization.** The Articles of Organization of the Surviving Entity, in effect immediately prior to the effective date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Organization of the Surviving Entity from and after the Effective Date until amended as permitted by law.

2. **Operating Agreement.** The Operating Agreement of the Surviving Entity in effect immediately prior to the Effective Date, as amended to reflect the provisions of Paragraph 3 below,

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shall be the Operating Agreement of the Surviving Entity from and after the Effective Date until further amended as permitted by law.

3. **Disposition of Ownership Interests.** On the Effective Date, by virtue of the Merger and without any action on the part of the holder of any unit representing a partnership interest ("Partnership Unit") in a Disappearing Entity, the following will occur:

(a) Each Partnership Unit held by a Partner as of the Effective Date shall be converted (the "Conversion") into .10975 of a Unit representing a membership interest ("Membership Unit") in the Surviving Entity. The Surviving Entity shall take such actions and execute, or cause to be executed, such documents and instruments as are necessary or appropriate to effectuate the Conversion; including, amendment of Exhibit "A" to the Surviving Entity's Operating Agreement to reflect changes in membership interests.

(b) Each Partnership Unit or rights to acquire same outstanding immediately prior to the Effective Date shall be canceled and extinguished by virtue of the Merger and without any action on the part of the holder thereof. The transfer books of the Disappearing Entities shall be closed and no transfer of any Partnership Unit or the exercise of options to acquire same shall be made on or after the Effective Date.

(c) Each Membership Unit outstanding immediately prior to the Effective Date shall remain outstanding after the Merger as a Membership Unit of the Surviving Entity, without effect by the Merger.

4. **Effect of Merger.** On the Effective Date, the separate existence of the Disappearing Entities shall cease, and the Surviving Entity shall be fully vested in the Disappearing Entities' rights, privileges, immunities, powers and franchises, subject to their restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §§ 620.8919, 620.2109 and 608.4383 of the Florida Statutes.

5. **Supplemental Action.** If at any time after the Effective Date the Surviving Entity shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate Managers of the Surviving Entity and the General Partner or Managing Partner of the Disappearing Entities, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Entity, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Entity, or to otherwise carry out the provisions of this Plan.

6. **Filing with the Florida Department of State and Effective Date.** Upon execution of this Plan, the Disappearing Entities and the Surviving Entity shall cause their respective authorized representatives to execute a Certificate of Merger in the form attached hereto and upon such execution this Plan shall be deemed incorporated by reference into the Certificate of Merger as if fully set forth therein and shall become an exhibit to such Certificate of Merger. Thereupon, such Certificate of Merger shall be delivered for filing by the Surviving Entity to the Florida Department

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of State. In accordance with §§ 608.4382(1)(f), 620.8918(4)(b) and 620.2108(4)(b) of the Florida Statutes, the Certificate of Merger shall specify the "Effective Date," which shall be the date of filing of the Certificate of Merger with the Florida Department of State. Notwithstanding the foregoing, the effective date of this Merger for tax and accounting purposes only shall be 11:59 PM, October 31, 2013.

7. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by one of the Constituent Entities which is entitled to the benefit thereof by action taken by the General Partner, Managing Partner or Managers of such party, as the case may be, or may be amended or modified in whole or in part at any time prior to the vote of the Partners or Members of the Constituent Entities by an agreement in writing signed on behalf of each of the Constituent Entities, or at any time thereafter as long as such change is approved by the Partners and Members of the Constituent Entities, as the case may be, in accordance with applicable provisions of Florida law.

8. **Termination.** At any time before the Effective Date, this Plan may be terminated and the Merger abandoned by mutual consent of the Partners of the Disappearing Entities and the Members of the Surviving Entity, notwithstanding any action taken by such Partners or Members pursuant to this Plan prior to such termination. Upon termination of this Plan, this Plan shall become void and of no further force or effect and there shall be no liability or obligation hereunder on the part of the Constituent Entities or their respective Partners or Members.

9. **Severability.** If any term or provision of this Plan is invalid, illegal or incapable of being enforced, all of the other terms and provisions of this Plan shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner adverse to any party hereto.

10. **Entire Agreement.** This Plan constitutes the entire agreement among the Constituent Entities with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Constituent Entities, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Plan.

12. **Governing Law.** This Plan shall be governed in all respects by the laws of the State of Florida.

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SIGNATURE PAGE FOLLOWS]

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the parties have set their hands this 1st day of November,
2013.

**NEURO SKELETAL IMAGING INSTITUTE
OF MERRITT ISLAND L.L.P.**

By: Central Florida Imaging Specialists, Inc.,
its Managing Partner

By: 
Thomas H. Magee, M.D., President

**NEURO SKELETAL IMAGING INSTITUTE
OF ORLANDO, LTD., L.L.L.P.**

By: Central Florida Imaging Specialists, Inc.,
its General Partner

By: 
Thomas H. Magee, M.D., President

NEUROSKELETAL IMAGING, LLC

By: 
Thomas H. Magee, M.D., President

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