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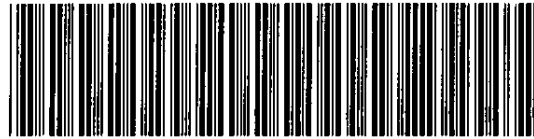
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Date: 07/13/2016

Account #: I20000000088

Name: Michelle Walker

Reference #: T004605

ENTITY NAME: ABLATION PRODUCTS LLC

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Annual Report

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other: certified copy

Authorized Amount: \$50

Signature: Michelle Walker

115 North Calhoun Street, Suite #4, Tallahassee, FL 32301

Telephone: (866) 625-0838 Fax: (866) 625-0839 International +1 (212) 947-7200

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**ARTICLES OF MERGER  
FOR  
FLORIDA LIMITED LIABILITY COMPANY**

The following articles of merger (the "Articles of Merger") are being submitted to merge the following limited liabilities companies, in accordance with Sections 605.1022 and 605.1025 of the Florida Revised Limited Liability Company Act (the "Act") and other applicable law.

**FIRST: THE MERGING PARTY**

The exact name, jurisdiction, and entity type of the merging party (the "Merging Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
ABLATION DEVELOPMENT, LLC	Delaware	limited liability company

File Number: 3681969

**SECOND: THE SURVIVING PARTY**

The exact name, jurisdiction, and entity type of the surviving party (the "Surviving Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
ABLATION PRODUCTS LLC	Florida	limited liability company

Document Number: L16000126469

**THIRD:** The Plan of Merger, attached hereto as Exhibit A, meets the requirements of Section 605.1022 of the Act, and was approved by the Surviving Entity and the Merging Entity, in accordance with the applicable provisions of Chapter 605 of the Act; and pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**FOURTH:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026 of the Act; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under Section 605.1023(1)(b) of the Act.

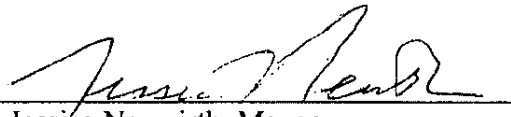
**FIFTH:** The Surviving Entity has agreed to pay to any members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061 to 605.1072 of the Act.

**SIXTH:** The merger shall become effective on July 13, 2016.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 13<sup>th</sup> day of July, 2016.

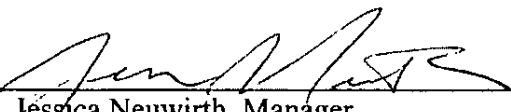
**MERGING ENTITY:**

ABLATION DEVELOPMENT, LLC, a Delaware limited liability company

By:   
Jessica Neuwirth, Manager

**SURVIVING ENTITY:**

ABLATION PRODUCTS LLC, a Florida limited liability company

By:   
Jessica Neuwirth, Manager

**EXHIBIT A**  
**PLAN OF MERGER**  
(attached)

## **PLAN OF MERGER**

**THIS PLAN OF MERGER** (this "Plan") is executed, adopted and approved as of July 13, 2016 by and between ABLATION DEVELOPMENT, LLC, a Delaware limited liability company (the "Merging Entity"), and ABLATION PRODUCTS LLC, a Florida limited liability company (the "Surviving Entity").

**WHEREAS**, all of the members and the sole manager of the Merging Entity and all of the members and the sole manager of the Surviving Entity have determined that it is advisable and in the best interests of each such entity and its respective members that the Merging Entity be merged with and into the Surviving Entity on the terms and subject to the conditions set forth herein (the "Merger").

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I** **The Merger**

At the Effective Time (as defined in Article VI hereof), the Merging Entity shall be merged with and into the Surviving Entity in accordance with the Florida Revised Limited Liability Company Act and Title 6 of the Delaware Limited Liability Company Act, and the separate existence of the Merging Entity shall cease and the Surviving Entity shall thereafter continue as the surviving entity under the laws of the State of Florida. Following the Effective Time: (i) the Surviving Entity shall possess all the rights, privileges, immunities, powers, and franchises of a public and private nature of the Merging Entity, and shall be subject to all of the restrictions, disabilities, and duties of the Merging Entity, (ii) title to all property, whether real, personal, or mixed, tangible or intangible, of the Merging Entity shall vest in the Surviving Entity, (iii) all and every other property and interest of the Merging Entity shall be the property and interest of the Surviving Entity to the same extent as owned by the Merging Entity, and (iv) all debts, liabilities, duties, and obligations of the Merging Entity shall be the debts, liabilities, duties and obligations of the Surviving Entity and such debts, liabilities, duties, and obligations may be enforced against the Surviving Entity to the same extent as if said debts, liabilities, and obligations had been incurred or contracted by the Surviving Entity.

### **ARTICLE II** **The Surviving Entity**

At the Effective Time, the Articles of Organization of the Surviving Entity, as in effect immediately prior to the Effective Time (the "Articles of Organization"), shall be the Articles of Organization of the Surviving Entity. At the Effective Time, the Operating Agreement of the Surviving Entity (the "Operating Agreement"), shall be the Operating Agreement of the Surviving Entity, until thereafter altered, amended or repealed in accordance with applicable laws, the Articles of Organization and the Operating Agreement.

**ARTICLE III**  
**Manner and Basis of Converting Membership Interests**

At the Effective Time, (i) all of the outstanding membership interests of the Merging Entity shall be surrendered and canceled, and no additional membership interests of the Surviving Entity or other property will be issued in exchange therefor, and (ii) the sole owner of the Surviving Entity immediately prior to the Effective Time shall be reduced from 100% to 55% following the merger; and (iii) with respect to the remaining members, each 1% membership percentage interest in the Merging Entity shall be converted into .918367% of the membership percentage interest of the Surviving Entity, in order to account for the disparity in value and ownership between the Merging Entity and Surviving Entity. Thus, a conversion of a member's 9.8% membership interest in the Merging Entity shall result in 9% membership interest in the Surviving Entity.

**ARTICLE IV**  
**Approval**

The Merger contemplated by this Plan has previously been submitted to and unanimously approved by the respective members and the sole manager of the Merging Entity and the Surviving Entity.

**ARTICLE V**  
**Effect of Merger**

At the Effective Time, all property, rights, privileges, powers and franchises of the Merging Entity shall vest in the Surviving Entity, and all liabilities and obligations of the Merging Entity shall become liabilities and obligations of the Surviving Entity.

**ARTICLE VI**  
**Effective Time**

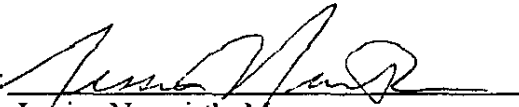
As used in this Plan, the term "Effective Time" shall mean July 13, 2016.

*[Signatures on following page]*

IN WITNESS WHEREOF, the undersigned have executed this Plan as of the date first above written.


**MERGING ENTITY:**

ABLATION DEVELOPMENT, LLC, a Delaware limited liability company

By:   
Jessica Neuwirth, Manager

**SURVIVING ENTITY:**

ABLATION PRODUCTS LLC, a Florida limited liability company

By:   
Jessica Neuwirth, Manager