

M10000002011

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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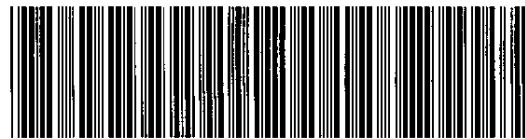
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

MAY 26 2010

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Candescent Healing, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Robert Nixon

Contact Person

Candescent Healing, LLC

Firm/Company

32 Elm Place, Suite 1S

Address

Rye, New York 10580

City, State and Zip Code

rnixon@candescenthealing.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Alicia M.V. Wyman, Esq.

Name of Contact Person

at (617)

834-7612

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Certificate of Merger
For
Florida Limited Liability Company**

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2010 MAY 25 PM 12:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>LO7000099762</u> Naples Hyperbaric, LLC	<u>Florida</u>	<u>limited liability company</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>M10000002011</u> Candescent Healing, LLC	<u>Delaware</u>	<u>limited liability company</u>

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

May 31, 2010

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1209 Orange Street

Wilmington, Delaware 19801

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

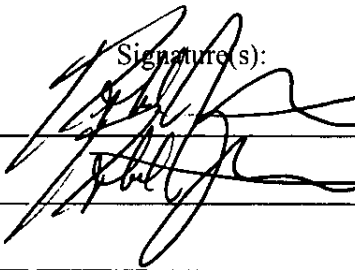
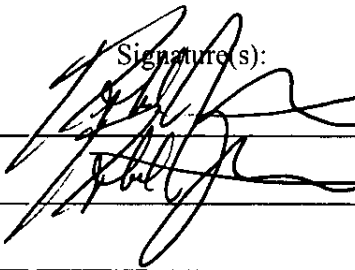
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b.) Appoints the Florida Secretary of State as its agent for service of process in proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Naples Hyperbaric, LLC		Robert Nixon
Candescent Healing, LLC		Robert Nixon

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT (PLAN) OF MERGER

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AGREEMENT (PLAN) OF MERGER (this "Agreement"), dated as of May 15, 2010, by and among **Candescent Healing, LLC**, a Delaware limited liability company ("Candescent Healing"), on the one hand, and **Candescent Healing of NY/NJ, Inc.**, a New Jersey corporation, **Candescent Healing of NY/NJ, Inc.**, an Indiana corporation, **Candescent Healing of Pennsylvania, Inc.**, a Pennsylvania corporation, **Candescent Healing of NY/NJ, LLC**, a New Jersey limited liability company, **Candescent Healing and Hyperbaric Medicine LLC**, a Delaware limited liability company, **Marian Hyperbaric LLC**, a Pennsylvania limited liability company, **Naples Hyperbaric LLC**, a Florida limited liability company, **New Island Hyperbaric LLC**, a New York limited liability company, **Roseland Hyperbaric LLC**, an Illinois limited liability company, and **Southampton Hyperbaric, LLC**, a New York limited liability company, on the other hand, (each a "Subsidiary" and collectively the "Subsidiaries").

WITNESSETH:

WHEREAS, the Candescent Healing as the parent company of each of the Subsidiaries wishes to merge each of the Subsidiaries with and into Candescent Healing (each a "Merger" and collectively, the "Mergers");

WHEREAS, for Federal income tax purposes, it is intended that the Mergers, taken together, will qualify as a tax-free transaction within the meaning of the Internal Revenue Code of 1986, as amended (the "Code") and that the members of Candescent Healing will recognize no gain or loss for Federal income tax purposes as a result of the consummation of the Mergers.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I
THE MERGERS**

1.1 The Mergers. At the Effective Date (as defined in Section 1.2) and subject to the terms and conditions of this Agreement, and in accordance with all applicable law, each of the Subsidiaries shall be merged with and into Candescent Healing, with Candescent Healing as the surviving company. From and after the Effective Date, the separate existences of the Subsidiaries shall cease and Candescent Healing, as the surviving company, shall continue its existence under the laws of the State of Delaware and its Board of Managers shall continue to be those individuals set forth on Exhibit A attached hereto and made a part hereof.

1.2 Effective Date. Upon execution hereof, Candescent Healing and the Subsidiaries shall cause the Mergers to be consummated by filing certificates of merger (the "Certificates of Merger") with the Secretary of State of the State of Delaware and in each of the states of incorporation or formation, as the case may be, of the Subsidiaries stating that the Mergers shall be effective as of May 31, 2010 (the "Effective Date").

1.3 Effect of the Mergers. At the Effective Date, the effect of the Mergers shall be as provided in the applicable provisions of the applicable law in the State of Delaware and all

other relevant jurisdictions. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date all the assets, property, rights, privileges, immunities, powers and franchises of each of the Subsidiaries shall vest in Candescant Healing, and all debts, liabilities and duties of each of the Subsidiaries shall become the debts, liabilities and duties of Candescant Healing.

1.4 Conversion of Equity Interests, Etc. At the Effective Date, by virtue of the Mergers, and without any action on the part of any party, all of the issued and outstanding ownership interests in the Subsidiaries shall be deemed cancelled and shall cease to exist and all of the issued and outstanding ownership interests in Candescant Healing shall remain unchanged.

1.5 Tax Consequences. For Federal income tax purposes, the parties intend that the Mergers, taken together, will qualify as a tax-free transaction within the meaning of the Code.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF CANDESCANT HEALING

Candescant Healing hereby represents and warrants that the statements contained in this Article II are true, complete and correct.

2.1 Formation and Qualification. Candescant Healing is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has all the requisite power and authority necessary to own, lease and operate its properties and to carry on its business as it is now being conducted. Candescant Healing is duly qualified or licensed as a foreign company to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary.

2.2 Authority; Enforceability. Candescant Healing has all necessary power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the Mergers contemplated hereby and thereby. The execution and delivery by Candescant Healing of this Agreement and each of the Certificates of Merger, the performance of its obligations hereunder, and the consummation by Candescant Healing of the transactions contemplated hereby, have been duly and validly authorized by all company action and no other proceedings on the part of Candescant Healing are necessary to authorize this Agreement or to consummate the transactions so contemplated, and constitutes a legal, valid and binding obligation of Candescant Healing in accordance with its terms.

2.3 No Conflict; Required Filings and Consents.

(a) The execution and delivery by Candescant Healing of this Agreement and the performance of this Agreement will not, (i) conflict with or violate the Certificate of Formation or Limited Liability Company Agreement or other equivalent organizational documents of Candescant Healing, (ii) conflict with or violate any law, regulation or order in each case applicable to Candescant Healing or by which any of its properties is bound or affected, or (iii) result in any breach or violation of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair Candescant Healing's

rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien on any of the properties or assets of Candescence Healing pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Candescence Healing is a party or by which Candescence Healing or its properties is bound or affected.

(b) The execution and delivery by Candescence Healing of this Agreement and the performance of this Agreement and the consummation of the Mergers, will not, require Candescence Healing to obtain any approval of any person or approval of, observe any waiting period imposed by, or make any filing with or notification to, any governmental authority, other than the filing of the Certificates of Merger.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SUBSIDIARIES

Each of the Subsidiaries severally represents and warrants to Candescence Healing that the statements contained in this Article III are true, complete and correct.

3.1 Organization and Qualification. It is a corporation or limited liability company, as the case may be, duly incorporated or formed, validly existing and in good standing under the laws of the state of its incorporation or formation, as the case may be, and has all the requisite power and authority necessary to own, lease and operate its properties and to carry on its business as it is now being conducted. It is duly qualified or licensed as a foreign corporation or limited liability company, as the case may be, to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary.

3.2 Authority; Enforceability. It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by it of this Agreement, the performance of its obligations hereunder, and the consummation by it of the transactions contemplated hereby, have been duly and validly authorized by all necessary action and no other proceedings on the part of it are necessary to authorize this Agreement or to consummate the transactions so contemplated, other than the approval and authorization of this Agreement by Candescence Healing as the sole stockholder or member of it, as the case may be. This Agreement constitutes a legal, valid and binding obligation of it in accordance with its terms.

3.3 No Conflict; Required Filings and Consents.

(a) The execution and delivery by it of this Agreement does not, and the performance of this Agreement will not, (i) conflict with or violate the Certificate of Incorporation or Formation or By-laws or Operating Agreement or Limited Liability Agreement, as the case may be, (ii) conflict with or violate any law, regulation or order in each case applicable to it or by which its properties is bound or affected, or (iii) result in any breach or violation of or constitute a default (or an event that with notice or lapse of time or both would

become a default) under, or impair its rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien on any of its properties or assets pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which it is a party or by which it or any of its properties is bound or affected.

(b) The execution and delivery by it of this Agreement and the performance of this Agreement will not require it to obtain any approval of any person or approval of, observe any waiting period imposed by, or make any filing with or notification to, any governmental authority domestic or foreign, except for the filing of the Certificates of Merger in accordance with the laws of the state of its incorporation or formation, as the case may be.

ARTICLE IV MERGER CONDITIONS

4.1 Conditions to Obligations of Candescant Healing and the Subsidiaries to Effect the Mergers. The respective obligations of Candescant Healing and each of the Subsidiaries to effect the Mergers shall be subject to the satisfaction at or prior to the Effective Date of each of the following conditions:

(a) No Order. No governmental entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and which has the effect of prohibiting consummation of the Mergers.

(b) Governmental Filings and Consents. The Certificates of Merger shall have been filed prior to the Effective Date by Candescant Healing.

ARTICLE V MISCELLANEOUS

5.1 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, if telecopied or mailed, first class mail, postage prepaid, return receipt requested, or by overnight courier as follows:

If to Candescant Healing or any Subsidiary:
32 Elm Place
Suite 1S
Rye, NY 10580
Attn: Robert Nixon, CEO

with a copy to:
Ankner & Levy, P.C.
116 Huntington Avenue
Boston, MA 02116
Attention: K. Lianne Ankner

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TALLAHASSEE, FLORIDA

or to such other address as either party shall have specified by notice in writing to the other party. All such notices, requests, demands and communications shall be deemed to have been received on the date of personal delivery or telecopy, on the third business day after the mailing thereof or on the first day after delivery by overnight courier.

5.2 Interpretation. When a reference is made in this Agreement to Sections or subsections, such reference shall be to a Section or subsection to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The word "herein" and similar references mean, except where a specific Section or subsection reference is expressly indicated, the entire Agreement rather than any specific Section or subsection.

5.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

5.4 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.5 Amendment; Waiver. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the parties hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein, and in any documents delivered or to be delivered pursuant to this Agreement and in connection with the Mergers hereunder. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

5.6 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

5.7 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.


5.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.9 Governing law; jurisdiction and service of process. This agreement shall be governed by, and construed and enforced in accordance with, the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably agrees

that any legal action or proceeding with respect to this agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party hereto or its successors or assigns may be brought and determined in the courts of the State of Delaware, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the nonexclusive jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this agreement, any claim (a) that it is not personally subject to the jurisdiction of the above-named courts for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of judgment, execution of judgment, or otherwise), or (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this agreement, or the subject matter hereof, may not be enforced in or by such courts.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

CANDESCENT HEALING, LLC

By: 
Name: Robert Nixon
Title: CEO

CANDESCENT HEALING OF NY/NJ, INC. (NJ)

CANDESCENT HEALING OF NY/NJ, INC. (IN)

CANDESCENT HEALING OF PENNSYLVANIA, INC.

CANDESCENT HEALING OF NY/NJ, LLC

CANDESCENT HEALING AND HYBERBARIC MEDICINE, LLC

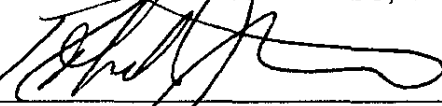
MARIAN HYPERBARIC LLC

NAPLES HYPERBARIC LLC

NEW ISLAND HYPERBARIC LLC

ROSELAND HYPERBARIC LLC

SOUTHAMPTON HYPERBARIC, LLC

By: 
Name: Robert Nixon
Title: CEO

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TALLAHASSEE, FLORIDA

Exhibit A
**Names and Business Addresses for Managers of
Candescent Healing, LLC**

Stephen M. Jenks
Alexander S. McGrath
Karen S. Donovan
David E. Williams
c/o Candescent Partners, LLC
2 Oliver Street
Boston, MA 02109

Robert Fein
c/o Crossways Associates, LLC
3 Crossways Park West
Woodbury, NY 11791

Cindy Glasby
c/o First Rock Trustees Ltd.
PO Box 743
Suite 5
Watergardens 4
Watersport, Gibraltar

Matt Keis
c/o Gemini Investors IV, L.P.
20 William Street
Suite 250
Wellesley, MA 02481

D. Andrew Tatman, II
c/o Harbert Management Corporation
618 Church Street
Suite 500
Nashville, TN 37219

Joel Macher
25 Artisan Avenue
Huntington, NY 11743

Alan Richer
30 West Overlook
Port Washington, NY 11050

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