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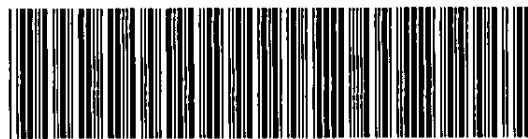
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 485378 4300043

AUTHORIZATION : *[Handwritten signature]*

COST LIMIT : \$ 70.00

ORDER DATE : January 4, 2013

ORDER TIME : 12:34 PM

ORDER NO. : 485378-005

CUSTOMER NO: 4300043

ARTICLES OF MERGER

NPI-PPC, INC.

INTO

FLORIDA PAIN & REHABILITATION
ASSOCIATIONS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

Execution Version

**ARTICLES OF MERGER
OF
FLORIDA PAIN & REHABILITATION ASSOCIATES, INC.
AND
NPI-PPC, INC.**

Dated: January 4, 2013

To the Secretary of State
State of Florida

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation will be: Florida Pain & Rehabilitation Associates, Inc.

Second: The name and jurisdiction of each merging corporation: NPI-PPC, Inc.

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Florida Pain & Rehabilitation Associates, Inc.	Florida	P02000052751
NPI-PPC, Inc.	Florida	P12000101858

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation.

The Plan of Merger was adopted by the shareholders of the surviving corporation by unanimous written consent dated December 31, 2012.

Sixth: Adoption of Merger by merging corporation(s).

The Plan of Merger was adopted by the shareholders of the merging corporation(s) by unanimous written consent on December 31, 2012.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the above date written.

NPI-PPC, INC.

By: 

Name: Alexander Jungreis, M.D.

Title: President

**FLORIDA PAIN & REHABILITATION
ASSOCIATES, INC.**

By: 

Name: Alexander Jungreis, M.D.

Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is effective as of the 4th day of January, 2013, by and among NPI-PPC, Inc., a Florida corporation ("Parent"); and Florida Pain & Rehabilitation Associates, Inc., a Florida corporation ("Subsidiary") (the parties are sometimes referred to collectively as the "Constituent Companies").

RECITALS

A. Alexander Jungreis, M.D. ("Jungreis") is the sole shareholder of Parent;

B. Parent is the sole shareholder of Subsidiary; and

C. Jungreis deems it to be in the best interests of Parent, and Parent deems it to be in the best interests of Subsidiary, to carry out a merger (the "Merger") between Parent and Subsidiary, pursuant to the terms and conditions of this Agreement set forth below and the provisions of the Florida Statutes §607.1104 (the "Florida Act").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 **MERGER**

Section 1.1. Parties to the Merger. On the Effective Date of the Merger (as such date is defined below), Parent shall be merged with and into Subsidiary, and the separate existence of Parent shall cease as of the Effective Date of the Merger.

Section 1.2. Effective Date of the Merger. The "Effective Date of the Merger" shall be the date upon which the Articles of Merger, with this Agreement attached thereto, shall be filed with the Secretary of State of the State of Florida, in accordance with the Florida Act. At the Effective Date of the Merger: (a) Parent shall merge with and into Subsidiary, which shall be the surviving company from and after Effective Date of the Merger, and which is sometimes hereafter referred to as the "Surviving Company," and which shall continue to exist as the Surviving Company under the name Florida Pain & Rehabilitation Associates, Inc. pursuant to the provisions of the Florida Act; and (c) the Merger shall have the effect as set forth in the Florida Act, which, without limiting the generality of the foregoing, and subject thereto, on the Effective Date of the Merger, all of the property, rights, privileges, powers and franchises of Parent shall vest in Subsidiary, and all debts, liabilities and duties of Parent shall become the debts, liabilities and duties of Subsidiary.

Section 1.3. Directors of Surviving Company. The Board of Directors of Subsidiary immediately prior to the Merger shall serve as the initial members of the Board of Directors of the Surviving Company (the "Initial Directors").

Section 1.4. Officers of Surviving Company. The officers of Subsidiary immediately prior to the Merger shall serve as the initial officers of the surviving company (the "Initial Officers").

Section 1.5. Bylaws of Surviving Company. The Bylaws of Parent immediately prior to the Merger, attached hereto as Exhibit "A", shall serve as the Bylaws of the Surviving Company immediately after the Effective Date of the Merger.

Section 1.6. Articles of Merger. The Articles of Merger consistent with the terms of this Agreement shall be filed with the State of Florida along with this Agreement (the "Consummation of Merger"). The Consummation of Merger contemplated by this Agreement shall take place at such time, date and place as shall be fixed by the mutual agreement of the Constituent Companies (the "Consummation Date"). On or prior to the Consummation Date, the Constituent Companies shall execute the Articles of Merger. Subject to the satisfaction or waiver of all conditions precedent to the Consummation of the Merger, Subsidiary shall cause the Merger to become effective, pursuant to Section 1.2 hereof by (i) causing the filing, in accordance with all applicable rules and regulations, the Articles of Merger with the Secretary of State of the State of Florida; and (ii) causing all other documents which must be recorded or filed as a result of the Merger to be recorded or filed.

Section 1.7. Further Assurances. If, at any time after the Effective Date of the Merger, Subsidiary shall determine or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in Subsidiary its right, title or interest in, to or under any lights, properties or assets as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of Subsidiary shall be authorized to execute and deliver all such deeds, bills of sale, assignments and assurances and to take and do all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Subsidiary or otherwise to carry out the intent of this Agreement and the transactions contemplated hereby.

Section 1.8. Conversion. By virtue of the Merger and without any action on the part of the holders of all the issued and outstanding shares of capital stock of Parent or on the part of the holders of all the issued and outstanding shares of capital stock of Subsidiary, at the Effective Time of the Merger: (a) all the issued and outstanding shares of capital stock of Parent shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously representing any such shares shall be converted into a share of capital stock in the Surviving Company and (b) all of the issued and outstanding shares of capital stock of Subsidiary shall not be converted in any manner, but shall be surrendered and extinguished and no payment shall be made in respect thereof.

ARTICLE 2 **MISCELLANEOUS**

Section 2.1. Provisions Required by Statute. Pursuant to the Florida Act:

(a) Shareholders of Subsidiary who, except for the applicability of Florida Stat. Section 607.1104(1)(b)(4) would be entitled to vote and who dissent from the Merger pursuant to

Fla. Stat. Section 607.1321, may be entitled, if they comply with the provisions of the Florida Act regarding appraisal rights, to be paid the fair value of their shares.

(b) Jungreis, as the sole shareholder of Parent, and Parent, as the sole shareholder of Associates, have waived the requirement that a copy or summary of the plan of merger be mailed to Jungreis and Parent.

Section 2.2. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

Section 2.3. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be duly executed and delivered as of the day and year first above written.

NPI-PPC, INC.

By:


Name: Alexander Jungreis, M.D.
Title: President

**FLORIDA PAIN & REHABILITATION
ASSOCIATES, INC.**

By:


Name: Alexander Jungreis, M.D.
Title: President

Exhibit "A"

Bylaws

Adopted as of December 27, 2012

BYLAWS
OF
NPI-PPC, INC.

PREAMBLE

NPI-PPC, Inc. (the "Corporation"), is a corporation organized and operated under the laws of the State of Florida.

ARTICLE 1 OFFICES

1.1 Principal Offices. The principal office for the transaction of business of the Corporation shall be 15127 Carter Road, Suite 106, Delray Beach, Florida 33446. The Board of Directors (the "Board" or the "Directors") is hereby granted full power and authority to change the location of said principal office of the Corporation to another location within the State of Florida.

1.2 Other Offices. The Board may at any time establish a branch or subordinate offices at any place or places where the Corporation is qualified to do business.

ARTICLE 2 SHAREHOLDERS

2.1 Shareholder Qualifications. The shares of the Corporation's stock may be owned only by a physician (a "Shareholder") who:

- (a) is licensed and in good standing with the Board of Medicine in the State of Florida;
- (b) is board-eligible or board-certified in anesthesiology, physiatry, rheumatology or neurology; and
- (c) has entered into a Physician Liaison Agreement ("Liaison Agreement") with Prospira Florida, LLC ("PFLLC").

The shares of the Corporation owned by a person who dies or otherwise fails to satisfy all of the foregoing requirements shall be subject to transfer pursuant to the terms of such Shareholder's Liaison Agreement and within ninety (90) days following the date of disqualification, or within six (6) months following the date of death of such Shareholder. The Board of Directors shall establish additional criteria for the issuance of shares.

2.2 Place of Meetings. All meetings of the Shareholders shall be held at the principal office of the Corporation, in the State of Florida, or at some other appropriate and convenient location within or without the State of Florida as may be designated for that purpose from time to time by the Board.

2.3 Annual Meetings. The annual meeting of the Shareholders shall be held each year on a date and at a time designated by the Board. At each annual meeting, the Shareholders shall elect Directors, consider reports of the affairs of the Corporation and transact such other business as may be brought before the meeting.

2.4 Special Meetings. A special meeting of the Shareholders may be called at any time by the Board or by the Managing Member of PFLLC.

2.5 Remote Communication. The Shareholders may participate in and be deemed present at both annual and special meetings by means of remote communication.

2.6 Notice of Meetings.

2.6.1 Giving of Notice. Written notice of each annual or special meeting of Shareholders shall state the purpose or purposes for which the meeting is called, the place, date and time of the meeting. Notice may be given either orally or in writing by personal delivery, mail, telephone or electronic transmission at a mailing address, phone number, electronic mail address or facsimile number identified by the Shareholders in the records of the Corporation. Notice shall also be given to PFLLC at its principal office as set forth in the records of the Florida Department of State to the attention of its Managing Member.

2.7 Waiver of Notice or Consent to Meeting. Notice of meeting need not be given to any Shareholder who signs a waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Shareholder at a meeting, in person, by remote communication, or by proxy, without protesting, prior to the conclusion of the meeting, shall constitute a waiver of notice by him/her. Any Shareholder who signs the minutes of any meeting shall also be deemed to have waived his/her notice of the meeting.

2.8 Shareholder Action Without a Meeting. Any action which may be taken at any annual or special meeting of Shareholders may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, provided that the form of such written consent was first approved by PFLLC. All such consents shall be filed with the Secretary of the Corporation and shall be maintained in the corporate records.

2.9 Pre-Action Notices to PFLLC.

2.9.1 Corporation shall give PFLLC sixty (60) days advance written notice before taking or approving, or allowing the Board of Directors to take or approve, or allowing any of Corporation's subsidiaries (the "Subsidiaries") to take or approve, any of the following actions:

(a) Any direct or indirect sale, exchange, assignment, gift, pledge, hypothecation, trust, encumbrance or other voluntarily or involuntarily (whether by operation of law, including the laws of inheritance and distribution or otherwise) transfer or disposal of any of the Corporation's Shares, a Subsidiary's equity, or any right or interest therein.

- (b) Amend the articles of incorporation or bylaws of Corporation or governing documents of any of the Subsidiaries;
- (c) Issue any additional shares of stock in Corporation or equity in any Subsidiary to any person or entity;
- (d) Merge or consolidate Corporation or a Subsidiary with or into any other entity;
- (e) Dissolve, or sell or transfer all or substantially all of the assets of, Corporation or any Subsidiary;
- (f) Mortgage, pledge, or grant a security interest in any property owned by Corporation or any Subsidiary;
- (g) Incur or refinance any indebtedness for money borrowed by Corporation or any Subsidiary, whether secured or unsecured and including any indebtedness for money borrowed by a Shareholder of Corporation or an equity holder of a Subsidiary;
- (h) Lend money to, or guaranty, or become surety for the obligations of any person;
- (i) Compromise or settle any claim against or insuring to the benefit of Corporation or any Subsidiary involving an amount in controversy in excess of One Thousand and no xx/100ths Dollars (\$1,000.00);
- (j) Incur any liability or make any single expenditure or series of related expenditures on behalf of Corporation or any Subsidiary in any twelve (12) month period in an amount exceeding One Thousand and no xx/100ths Dollars (\$1,000.00);
- (k) Construct any capital improvements, repairs, alterations or changes or enter into any capital transaction or capital lease on behalf of Corporation or any Subsidiary involving an amount exceeding One Thousand and no xx/100ths Dollars (\$1,000.00);
- (l) Elect, appoint, remove or terminate any officer or manager of Corporation or any Subsidiary;
- (m) Hire or fire any employee or staff member of Corporation or any Subsidiary;
- (n) Cause Corporation or any Subsidiary to enter into any agreement or arrangement with any insurance carrier for any HMO or PPO or any other third party payor;
- (o) Cause Corporation or any Subsidiary to be a party to a reorganization;
- (p) Approve salaries, bonuses and/or severance pay of any employee or other staff member;

(q) Cause Corporation or any Subsidiary to commence a voluntary case as debtor under the United States Bankruptcy Code;

(r) Cease or suspend any payments under any agreement with PFLLC;
or

(s) Commence any litigation, arbitration, or mediation against PFLLC or its affiliates.

2.10 Corporation shall give PFLLC prompt notice of any subpoena, government investigation, litigation, or claim against (i) Corporation or any Subsidiary, (ii) Corporation, with regard to its position as stockholder or member of the Subsidiaries, or (iii) a Shareholder, with regard to their position as an equity holder, officer, manager or director of Corporation or any Subsidiary, or with regard to this Agreement.

ARTICLE 3 DIRECTORS

3.1 Powers. Subject to the provisions of the Florida Statutes, and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the Shareholders or to be noticed to PFLLC, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

3.2 Composition and Election. The Corporation shall be managed by a Board elected at the Annual Meeting by the Shareholders. In order to serve as a Director, he or she must: (i) be licensed and in good standing with the Board of Medicine to practice medicine in Florida; (ii) be board-eligible or board-certified in anesthesiology, physiatry, rheumatology or neurology, and (iii) have entered into a Liaison Agreement.

3.3 Term of Directors. Each Director shall hold office until such Director resigns, dies, is removed in accordance with these Bylaws or ceases to qualify as a Director under Article 3, Section 3.2 of these Bylaws.

3.4 Removal of Directors. A Director shall be deemed removed immediately from office with or without cause upon the termination of such Director's Liaison Agreement. In the case of a Director who is a Shareholder, such Director shall be deemed removed automatically in the event that the Director ceases to be a Shareholder.

3.5 Resignation. A Director may resign at any time by giving written notice to the Board and PFLLC. The resignation shall take effect thirty (30) days after the date of receipt of the resignation by the Board and PFLLC, unless a shorter period is otherwise approved by the remaining Directors in which case the Director's resignation shall take effect on such earlier date. The acceptance of the resignation shall not be necessary to make it effective.

3.6 Vacancies. In the event of a vacancy for any reason in the office of a Director, the Shareholders shall consult with PFLLC with respect to the appointment of a replacement Director, which consultation shall include a written communication and a written response.

3.7 Meeting by Remote Communication. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another and their identity may be verified, and all such Directors shall be deemed to be present in person at the meeting.

3.8 Annual Meeting. Immediately following each annual meeting of Shareholders, the Board shall hold a regular meeting for the purpose of organization, any desired election of Officers, and the transaction of other business. Notice of this meeting shall not be required.

3.9 Other Regular Meetings. Other regular meetings of the Board shall be held without call at such time as shall from time to time be fixed by resolution of the Board. Such regular meetings may be held without notice.

3.10 Special Meetings.

3.10.1 Request for Meeting. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board or the Managing Member of PFLLC.

3.10.2 Giving of Notice. Written notice of each special meeting of Directors shall state the purpose or purposes for which the meeting is called, the place, date and time of the meeting. Notice may be given either orally or in writing by personal delivery, mail, telephone or electronic transmission at a mailing address, phone number, electronic mail address or facsimile number identified by the Directors in the records of the Corporation. Notice shall also be given to PFLLC at its principal office as set forth in the records of the Florida Department of State to the attention of its Managing Member.

3.11 Waiver of Notice or Consent to Meeting. Notice of meeting need not be given to any Director who signs a waiver of notice in person, whether before or after the meeting. The attendance of any Director at a meeting, in person, or by remote communication, without protesting, prior to the conclusion of the meeting, shall constitute a waiver of notice by him/her. Any Director who signs the minutes of any meeting shall also be deemed to have waived his/her notice of the meeting.

3.12 Action by Unanimous Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting and with the same force and effect as if taken by a unanimous vote of Directors, if authorized by a writing signed individually or collectively by all members of the Board. Such consent shall be filed with the regular minutes of the Board.

ARTICLE 4 OFFICERS

4.1 Officers. The Officers of the Corporation shall be a President, a Secretary and a Treasurer. Any number of offices may be held by the same person.

4.2 Election, Term and Qualification. The Officers of the Corporation shall be chosen annually by the Board, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. All

Officers of the Corporation shall be physicians licensed and in good standing with the Board of Medicine in the State of Florida who are board-eligible or board-certified in anesthesiology, physiatry, rheumatology or neurology.

4.3 Removal. Subject to the rights, if any, of an Officer under any Liaison Agreement or contract of employment, any Officer may be removed, either with or without cause, by the Board, at any regular or special meeting.

4.4 Resignation. Any Officer may resign at any time by giving written notice to the Corporation and PFLLC. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

4.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

4.6 President. The President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and Officers of the Corporation. He shall preside at all meetings of the Shareholders and at all meetings of the Board. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or the Bylaws.

4.7 Secretary. The Secretary shall keep or cause to be kept, at the principal executive office, a book of minutes of all meetings of Shareholders and the Board. The Secretary shall keep, or cause to be kept, a copy of the Articles of Incorporation and Bylaws of the Corporation at the principal executive office or business office. The Secretary shall give, or cause to be given, notice of all the meetings of the Shareholders and of the Board and shall have such other powers and perform such other duties as may be prescribed by the Board.

4.8 Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, earnings (or surplus) and shares.

ARTICLE 5 INDEMNIFICATION

5.1 Agents, Proceedings and Expenses. For the purposes of this Article, "agent" means any person who is or was a Director, officer, employee or other agent of this Corporation, or is or was serving at the request of this Corporation as a Director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation that was a predecessor corporation of this Corporation or of another enterprise at the request of the predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes,

without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Section 5.4 (Successful Defense by Agent) or Section 5.5 (Required Approval) of this Article 5.

5.2 Actions Other than by Corporation. This Corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this Corporation to procure a judgment in its favor) by reason of the fact that the person is or was an agent of this Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding if that person acted in good faith and in a manner that the person reasonably believed to be in the best interests of this Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in the best interests of this Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

5.3 Actions by or in the Right of Corporation. This Corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that the person is or was an agent of this Corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of the action, if the person acted in good faith, in a manner the person believed to be in the best interests of this Corporation and its Shareholders. No indemnification shall be made under this Section 5.3 for any of the following:

(a) With respect to any claim, issue or matter as to which the person has been adjudged to be liable to this Corporation in the performance of that person's duty to the Corporation and its Shareholders, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine;

(b) Amounts paid in settling or otherwise disposing of a pending action without court approval; or

(c) Expenses incurred in defending a pending action that is settled or otherwise disposed of without court approval.

5.4 Successful Defense by Agent. To the extent that an agent of this Corporation has been successful on the merits in defense of any proceeding referred to in Section 5.2 (Actions Other than by Corporation) or 5.3 (Actions by or in the Right of Corporation), or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

5.5 Required Approval. Except as provided in Section 5.4 (Successful Defense by Agent) of this Article 5, any indemnification under this Article 5 shall be made by the Corporation only if authorized in the specific case, on a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.2 (Actions Other than by Corporation) or 5.3 (Actions by or in the Right of Corporation) by one of the following:

- (a) Independent legal counsel in a written opinion if a quorum of Directors who are not parties to such a proceeding is not available; or
- (b) The court in which the proceeding is or was pending, upon application made by this Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by this Corporation.

5.6 Assumption of Defense.

(a) Agent shall promptly notify Corporation and PFLLC in writing upon any occurrence that agent reasonably expects to give rise to a right of indemnification hereunder. Corporation shall be entitled to assume the defense of such claim or action upon delivery to agent of written notice of its election to do so, subject to consent to such election by PFLLC. Corporation shall be permitted to settle any claim or action, upon PFLLC's consent, except that it shall not settle any action or claim in any manner which would impose any penalty or limitation on agent without agent's written consent.

(b) In the event that Corporation, with PFLLC's consent, elects not to assume the defense, expenses incurred by agent in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amounts if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article 5.

5.7 Other Contractual Rights. The indemnification authorized by this Article 5 shall not be deemed exclusive of any other or additional rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Shareholders or disinterested Directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, to the extent such additional rights to indemnification are authorized in the articles of the Corporation. The rights of indemnity hereunder shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of the person. Nothing contained in this Article 5 shall affect any right to indemnification to which persons other than the Directors and officers may be entitled by contract or otherwise.

5.8 Limitations. No indemnification or advance shall be made under this Article 5, except as provided in Section 5.4 (Successful Defense by Agent) or Section 5.5(d), in any circumstance if it appears:

- (a) That it would be inconsistent with a provision of the articles, bylaws, a resolution of the Shareholders, or an agreement in effect at the time of the accrual of

the alleged cause of action asserted in the proceeding in which expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving settlement.

5.9 Insurance. This Corporation may purchase and maintain insurance on behalf of any agent of the Corporation insuring against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such, whether or not this Corporation would have the power to indemnify the agent against that liability under the provisions of this Article 5. Notwithstanding the foregoing, if this Corporation owns all or a portion of the shares of the company issuing the policy of insurance, the insuring company and/or the policy shall meet the conditions set forth in Section 317(i) of the Florida Statutes.

5.10 Fiduciaries of Corporate Employee Benefit Plan. This Article 5 does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in that person's capacity as such, even though the person may also be an agent of this Corporation. This Corporation shall have the power to indemnify and to purchase and maintain insurance on behalf of any such trustee, investment manager or other fiduciary of any benefit plan for any or all of the Directors, officers and employees of this Corporation or any of its subsidiary or affiliated corporations.

5.11 Survival of Rights. The rights provided by this Article 5 shall continue for a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors and administrators of such person.

5.12 Effect of Amendment. Any amendment, repeal or modification of this Article 5 shall not adversely affect an agent's right or protection existing at the time of such amendment, repeal or modification.

5.13 Settlement of Claims. The Corporation shall not be liable to indemnify any agent under this Article 5 for (a) any amounts paid in settlement of any action or claim effected without the Corporation's written consent, or (b) any judicial award, if the Corporation was not given a reasonable and timely opportunity to participate, at its expense, in the defense of such action.

5.14 Subrogation. In the event of payment under this Article 5, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the agent, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Corporation effectively to bring suit to enforce such rights. To the extent allowed by law, the agent's written agreement to such subrogation rights may be made a condition to indemnification under this Article 5.

5.15 No Duplication of Payments. The Corporation shall not be liable under this Article 5 to make any payment in connection with any claim made against the agent to the extent the agent has otherwise actually received payment, defense or assumption of defense, whether

under a policy of insurance, agreement, vote, or otherwise, of the amounts otherwise indemnifiable under this Article.

ARTICLE 6 PAYMENTS OR LOANS TO DIRECTORS, OFFICERS & EMPLOYEES

6.1 Authority. The Corporation shall not authorize any loan of money or property to or guarantee the obligation of any Shareholder, Officer, Director or employee of the Corporation.

6.2 Reimbursement to Corporation of Disallowed Amounts. Any payments heretofore or hereafter made to or for a Shareholder, Director, Officer or other employee of the Corporation such as salary, commission, bonus, interest, rent, loans, advances, entertainment expense incurred by him, or any other expenses deemed personal rather than corporate, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service or Florida Department of Revenue, shall be reimbursed by such person to the Corporation to the full extent of such disallowance.

6.3 Duty to Enforce Payment. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount loaned or disallowed. In lieu of payment by such person, proportionate amounts may be withheld from his or her future compensation payments until the amount owed to the Corporation has been recovered.

ARTICLE 7 CORPORATE RECORDS AND REPORTS

7.1 Records. The Corporation shall maintain, in accordance with generally accepted accounting principles, adequate and correct accounts, books and records of its business and properties and shall maintain minutes of the proceedings of the Shareholders and the Board. All of such books, records and accounts shall be kept at its principal executive office in the State of Florida, as fixed by the Board from time to time.

7.2 Inspection of Books and Records. The accounting books and records, the record of Shareholders and minutes of proceedings of the Shareholders and the Board and committees of the Board and any subsidiary of this Corporation shall be open to inspection upon the written demand on the Corporation by PFLLC or any Shareholder or holder of a voting trust certificate at any reasonable time during usual business hours for a purpose reasonably related to such holder's interests as a Shareholder or as the holder of such voting trust certificate. Such inspection by PFLLC, a Shareholder or holder of a voting trust certificate may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. Demand of inspection shall be made in writing upon the President or Secretary of the Corporation.

7.3 Certification and Inspection of Bylaws. The original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, shall be kept at the Corporation's principal executive office and shall be open to inspection by PFLLC, or the Shareholders of the Corporation, at all times during office hours.

7.4 Financial Statements. A copy of any annual financial statement and any income statement of the Corporation for each quarterly or shorter period of each fiscal year, and any accompanying balance sheet of the Corporation as of the end of each such period, that has been

prepared by the Corporation shall be kept on file in the principal executive office of the Corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to PFLLC or any Shareholder demanding an examination of any such statement or a copy.

ARTICLE 8 SHARE CERTIFICATES LEGEND

The share certificates of this Corporation shall contain an appropriate legend setting forth applicable transfer restrictions and the shareholder qualifications set forth in Section 2.1 of these Bylaws, as such may be amended from time to time.

ARTICLE 9 AMENDMENTS

9.1 Bylaws. The Board of Directors may adopt, amend or repeal any of these Bylaws; provided, however, that notice of such amendment was provided to PFLLC in accordance with Section 2.9 of these Bylaws.

9.2 Articles of Incorporation. The Board of Directors may recommend approval of, and the Shareholders may approve, any amendment to the Articles of Incorporation provided that notice of such amendment was provided to PFLLC in accordance with Section 2.9 of these Bylaws.

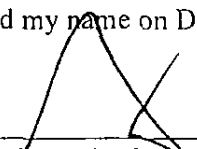
ARTICLE 10 CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Florida Statutes shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

SECRETARY'S CERTIFICATE OF ADOPTION OF BYLAWS

I hereby certify that I am the duly elected and acting Secretary of NPI-PPC, Inc., and that the foregoing Bylaws constitute the Bylaws of said corporation as duly adopted by the Directors on December 27, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name on December 27, 2012.



Alexander Jungreis, M.D., Secretary