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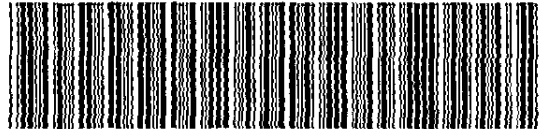
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12/28/05



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01/18/06--01065--003 \*\*35.00

12/28/05--01015--006 \*\*35.00

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FILED  
05 DEC 28 PM 4:08  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**EDDY & ROTHBURD, P.A.**

ATTORNEYS AT LAW

808 W. DE LEON STREET  
TAMPA, FLORIDA 33606

ROBERT K. EDDY  
CRAIG E. ROTHBURD

Telephone: (813) 251-8800  
Telecopier: (813) 251-5042  
Sender's e-mail: [crothburd@e-law.com](mailto:crothburd@e-law.com)

December 22, 2005

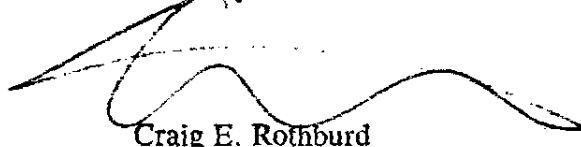
**SECRETARY OF STATE**  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**Re: Advantage Open MRI, Inc.**  
**File No.: 5105**

Dear Clerk:

Please find enclosed the Resolutions of the Board of Directors Approving Plan and Agreement of Merger of Advantage Open MRI, Inc. and Resolution of the Shareholders Approving Plan of Merger of Advantage Open MRI, Inc, along with a copy of the Plan and Agreement of Reorganization by Merger for filing with your office together with this firm's check in the amount of \$35.00. Please return a date-stamped copy of the enclosed Resolutions to our office. I have enclosed copies of said documents, along with a self-addressed stamped envelope for your convenience. If you have any questions, please do not hesitate to contact me at our office. Thank you in advance for your anticipated cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig E. Rothburd', with a long, sweeping horizontal stroke extending to the right.

Craig E. Rothburd

CER/jo  
Enclosure(s)

**EDDY & ROTHBURD, P.A.**

ATTORNEYS AT LAW

808 W. DE LEON STREET  
TAMPA, FLORIDA 33606

ROBERT K. EDDY  
CRAIG E. ROTHBURD

Telephone: (813) 251-8800  
Telecopier: (813) 251-5042  
Sender's e-mail: crothburd@e-rlaw.com

January 12, 2006

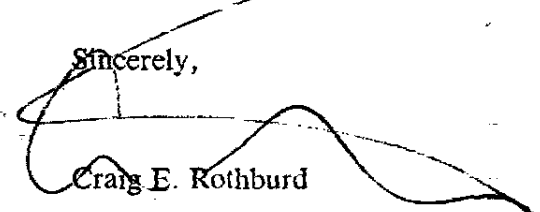
**ATTN: SUSAN PAYNE, PERSONAL & CONFIDENTIAL**  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**Re: Advantage Open MRI of St. Petersburg, Inc.**  
**File No.: 5253**

Dear Ms. Payne:

Please find enclosed the Articles of Merger for Advantage Open MRI, Inc., Advantage Open MRI of St Petersburg, Inc. and Advantage Open MRI of Tampa, Inc. Pursuant to your phone conversation with my office, we are enclosing the additional \$35.00 needed to file the merger. From my conversation with you on January 11, 2006, I understand that you already have all other documentation and checks with respect to the filing of the Articles of Merger. As we also discussed, please have the Articles filed with the State effective December 28, 2005, the date the original documents were received by your office. If you have any questions or require any further information, please do not hesitate to contact me at our office. Meanwhile, thank you for your time and consideration of this matter.

Sincerely,



Craig E. Rothburd

CER/jo  
Enclosure(s)

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Advantage Open MRI, Inc.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Craig E. Rothburd, Esquire  
(Contact Person)

Craig E. Rothburd, P.A.  
(Firm/Company)

808 West DeLeon Street  
(Address)

Tampa, Florida 33606  
(City/State and Zip Code)

For further information concerning this matter, please call:

Craig E. Rothburd, Esquire  
(Name of Contact Person)

At ( 813 ) 251-8800  
(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
(Profit Corporations)

**FILED**

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

05 DEC 28 PM 4:08  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Advantage Open MRI, Inc.	Pinellas Ct.	P4000046668

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Advantage Open MRI of Tampa, Inc.	Hillsborough Cty.	P04000143703
Advantage Open MRI of St. Petersburg, Inc.	Pinellas	P05000050481

**FILED**  
05 DEC 28 PM 4:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**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.

**OR** 11 / 29 / 05 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 11/29/05

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 11/29/05

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Advantage Open MRI, Inc.

~~Gary Smith, as shown in  
President and Dir.~~

Advantage Open MRI  
of Tampa, Inc. \_\_\_\_\_

Gary Smith as  
~~President and Dir.~~

Advantage Open MRI  
of St. Petersburg, Inc.

~~Gary Smith as~~  
President and Dir.

**PLAN AND AGREEMENT OF REORGANIZATION BY MERGER OF ADVANTAGE  
OPEN MRI OF SAINT PETERSBURG, INC., AND  
ADVANTAGE OPEN MRI OF TAMPA, INC.,  
WITH AND INTO  
ADVANTAGE OPEN MRI, INC.**

COPY

This is a Plan and Agreement of Merger ("Agreement") by and among Advantage Open MRI of Saint Petersburg, Inc., a Florida corporation ("ASP"), Advantage Open MRI of Tampa, Inc., a Florida Corporation ("AT"), (hereinafter ASP and AT shall collectively be referred to as the "Merging Corporations"), and Advantage Open MRI, Inc., a Florida corporation ("AOM") (hereinafter AOM may be referred to as AOM or the "Surviving Corporation").

**ARTICLE 1. PLAN OF MERGER**

**Plan Adopted**

1.01. A plan of merger of AOM, pursuant to *Section 607.1101, Florida Statutes*, is adopted as follows:

- (a) ASP and AT shall be merged with and into AOM, to exist and be governed by the laws of the State of Florida.
- (b) The name of the Surviving Corporation shall be Advantage Open MRI, Inc.
- (c) When this agreement shall become effective, the separate corporate existence of ASP and AT shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporations and shall be subject to all the debts and liabilities of the Merging Corporations in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- (d) The Surviving Corporation will carry on business with the assets of the Merging Corporations, as well as with the assets of AOM.
- (e) The shareholders of the Merging Corporations will surrender all of their shares in the manner hereinafter set forth.
- (f) In exchange for the shares of the Merging Corporations surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock. The Surviving Corporation will amend its Articles of Incorporation as set forth below to provide for issuance of the shares of common stock to be used in the exchange.
- (g) The shareholders of AOM will retain their shares as shares of the Surviving Corporation.

(h) (1) Article IV of the Articles of Incorporation of AOM is amended to read as follows:

The amount of capital stock of the corporation shall be Three Thousand (3,000) shares of common stock with a par value of \$1.00 per share.

(2) Except as amended in Subparagraph (h)(1), the Articles of Incorporation of AOM shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

#### **Effective Date**

1.02. The effective date of the merger ("Effective Date") shall be Sixty (60) days from the date when notice of the Articles of Merger are filed with the Agency for Health Care Administration, State of Florida.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

#### **Nonsurvivor**

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, the Merging Corporations represent and warrant to the Surviving Corporation as follows:

(a) ASP and AT are corporations duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. ASP and AT are not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Both ASP and AT have an authorized minimum capitalization of \$500.00 consisting of One Thousand (1,000) shares of common stock, each of \$1.00 par value, of which all One Thousand (1,000) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) The Merging Corporations have furnished the Surviving Corporation with the balance sheets of ASP and AT as of October 1, 2005, and the related statement of income for the twelve months then ended. These financial statements (i) are in accordance with the books and records of ASP and AT respectively; (ii) fairly present the financial condition of ASP and AT respectively as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and



products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of ASP and AT respectively. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of ASP and AT respectively at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of the Merging Corporations have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Merging Corporations have not been delinquent in the payment of any tax or assessment.

(e) The execution, the delivery, and the performance of this Agreement by ASP and AT have been duly authorized and approved by requisite corporate action of ASP and AT respectively.

(3) This Agreement and the instruments delivered to AOM under this Agreement have been duly and validly executed and delivered by ASP and AT and constitute the valid and binding obligations of ASP and AT, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

### **Survivor**

2.02. As a material inducement to the Merging Corporations to execute this Agreement and perform their obligations under this Agreement, AOM represents and warrants to the Merging Corporations as follows:

(a) AOM is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. AOM is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) AOM has an authorized minimum capitalization of \$500.00, consisting of One Thousand (1,000) shares of common stock, each of \$1.00 par value, of which all One Thousand (1,000) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) The execution, the delivery, and the performance of this Agreement by AOM has been duly authorized and approved by requisite corporate action of AOM.

(d) This Agreement and the instruments delivered to ASP and AT under this Agreement have been duly and validly executed and delivered by AOM constitute the valid and binding obligations of AOM, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

### **Securities Law**

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

## **ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

### **Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of AOM, pending consummation of the merger, ASP and AT shall not:

(a) Except on declaration and payment of a cash dividend on its common stock not exceeding \$1000.00 per share, declare or pay any dividend or make any other distribution on its shares.

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

### **Submission to Shareholders**

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State Florida for approval.

### **Conditions Precedent to Obligations of ASP and AT**

3.03. Except as may be expressly waived in writing by ASP and AT, all of the obligations of ASP and AT under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by AOM:

(a) The representations and warranties made by AOM to ASP and AT in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If AOM shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to ASP and/or AT, as the case may be, and shall either correct the error, misstatement, or omission or obtain a written waiver from AOM.

(b) AOM shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to the Merging Corporations.

#### **Conditions Precedent to Obligations of AOM**

3.04. Except as may be expressly waived in writing by AOM, all of the obligations of AOM under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by ASP and AT:

(a) The representations and warranties made by ASP and AT to AOM in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If ASP and/or AT shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to AOM and shall either correct the error, misstatement, or omission or obtain a written waiver from AOM.

(b) ASP and AT shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) Each stockholder shall have delivered a letter to AOM containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

### **ARTICLE 4. MANNER OF CONVERTING SHARES**

#### **Manner**

4.01. The holders of shares of ASP and AT shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

#### **Basis**

4.02. The shareholders of ASP and AT shall be entitled to receive one share of common stock in the Surviving Corporation, each of \$1.00 par value, for each share of common stock of ASP or AT, as the case may be.

#### **Shares of Survivor**

4.03. (a) The currently outstanding One Thousand (1,000) shares of common stock of AOM, each of \$1.00 par value, shall remain outstanding as common stock of the Surviving Corporation.

(b) The Surviving Corporation will issue Two Thousand (2,000) new shares of common stock to be converted on a one to one basis with the outstanding One Thousand (1,000) shares of common stock in ASP and the One Thousand (1,000) shares of common stock in AT as provided in 4.02 above.

### **ARTICLE 5. DIRECTORS AND OFFICERS**

#### **Directors and Officers of Survivor**

5.01. (a) The present Board of Directors of AOM shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of AOM shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

### **ARTICLE 6. BYLAWS AND SHAREHOLDERS' AGREEMENT**

#### **Bylaws of Survivor**

6.01. The bylaws of AOM, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

6.02. The Shareholders' Agreement of AOM, as existing on the Effective Date of the merger, shall continue in full force as the Shareholders' Agreement of the Surviving Corporation until altered, amended, or repealed as provided in the agreement or as provided by law. All shares issued in AOM pursuant to this Agreement shall be governed by AOM's Shareholders' Agreement, a copy of which is on file with the Surviving Corporation.

**ARTICLE 7. NATURE AND SURVIVAL  
OF WARRANTIES, INDEMNIFICATION,  
AND EXPENSES OF NONSURVIVOR**

**Nature and Survival of Representations and Warranties**

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of ASP, AT and/or AOM, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

**Indemnification**

7.02. ASP and AT agree that on or prior to the Effective Date they shall obtain from their stockholders an agreement under which the stockholders shall:

(a) Make those representations and warranties to AOM as are described in Article 2 of this Agreement, as of the Effective Date;

(b) Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date;

(c) Agree to indemnify AOM for misrepresentation or breach of any warranty made to AOM; and

(d) Agree to pay all expenses incurred or to be incurred by or on behalf of ASP and/or AT, as the case may be, in excess of \$1,000.00 in connection with and arising out of this Agreement.

**Expenses**

7.03. ASP, AT and AOM shall each pay their own expenses in the preparation of this Agreement and the transactions contemplated by this Agreement.

**ARTICLE 8. TERMINATION**

**Circumstances**

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Agency for Healthcare Administration, State of Florida, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of ASP or AT if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under [Section 368(a)(1)(A) of the Internal Revenue Code] and that no gain or loss will be recognized to the shareholders of ASP and/or AT on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of AOM if without the prior consent in writing of AOM, ASP or AT shall have:

(1) Declared or paid a cash dividend on its common stock in excess of \$1,000.00 per share outside the ordinary course of business, or declared or paid any other dividend or made any other distribution on its shares.

(2) Created or issued any indebtedness for borrowed money.

(3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

#### **Notice of and Liability on Termination**

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

## **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

### **Further Assurances**

9.01. ASP and AT agree that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. ASP and AT further agree to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

### **Notices**

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of ASP, to:

or to such other person or address as ASP ay from time to time request in writing.

(b) In the case of AT, to:

or to such other person or address as ASP ay from time to time request in writing.

(c) In the case of AOM, to:

or to such other person or address as AOM may from time to time request in writing.

### **Entire Agreement; Counterparts**

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

### **Controlling Law**

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 29<sup>th</sup>  
day of NOVEMBER, 2005.

**Surviving Corporation:**

ATTEST:

ADVANTAGE OPEN MRI, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

(Corporate Seal)

GARY SMITH, President

**Merging Corporations:**

ATTEST:

ADVANTAGE OPEN MRI OF SAINT  
PETERSBURG, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

(Corporate Seal)

GARY SMITH, President

ATTEST:

ADVANTAGE OPEN MRI OF TAMPA, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

(Corporate Seal)

GARY SMITH, President

[Signature Page to Plan of Merger]