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DIVISION OF CORPORATIONS
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merger
10 8/2/11

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Stability 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:

Ashley A. Halfman

Contact Person

Miller & Martin PLLC

Firm/Company

1170 Peachtree Street, N.E., Suite 800

Address

Atlanta, GA 30309

City/State and Zip Code

ahalfman@millermartin.com

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

For further information concerning this matter, please call:

Ashley Halfman

Name of Contact Person

At (404)

962-6497

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
OF
NEUROSTABILITY, INC.
(a Louisiana corporation)
WITH AND INTO
STABILITY INC.
(a Florida corporation)**

Pursuant to the provisions of RS 12:112 of the Louisiana Business Corporation Law (the "Louisiana Act") and Section 607.1105 of the Florida Business Corporation Act (the "Florida Act") (and collectively the "Acts"), the undersigned entities submit these Articles of Merger for the purpose of merging NeuroStability, Inc., a Louisiana corporation ("NeuroStability"), with and into Stability Inc., a Florida corporation ("Stability").

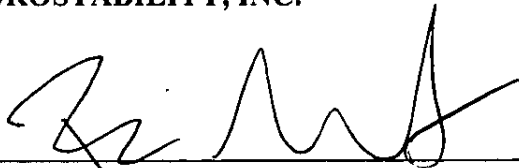
1. The plan of merger is attached hereto as Exhibit A (the "Plan of Merger").
2. The Merger shall become effective as of August 1, 2011.
3. In accordance with the Florida Act, the Plan of Merger was duly approved and adopted by unanimous written consent of the shareholders and board of directors of Stability on June 28, 2011.
4. In accordance with the Louisiana Act, the Plan of Merger was duly approved and adopted by unanimous written consent of the shareholders and board of directors of NeuroStability on June 28, 2011.

[Signature Page Follows]

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of
NeuroStability, Inc. and Stability Inc. as of the 26th day of July, 2011.

NEUROSTABILITY, INC.

By: 
Brian Martin
President

STABILITY INC.

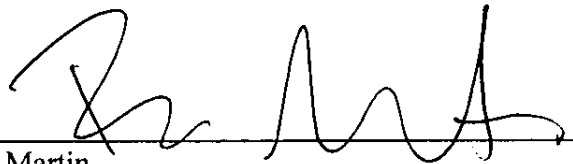
By: 
Brian Martin
Chief Executive Officer

EXHIBIT A
PLAN OF MERGER

See attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement and Plan of Merger") was approved by Stability Inc., a Florida corporation ("Stability"), by written consent adopted by its members and managers on June 28, 2011 and NeuroStability, Inc., a Louisiana corporation ("NeuroStability"), by written consent adopted by its sole shareholder and directors on June 28, 2011. Stability and NeuroStability are herein designated as the Constituent Corporations.

1. The Merger. NeuroStability shall, in accordance with the Louisiana Business Corporation Law (the "Louisiana Act") and the Florida Business Corporation Act (the "Florida Act"), be merged with and into Stability (the "Merger"), to wit, Stability shall be the surviving corporation upon the effective time of the Merger (the "Effective Time") and is sometimes hereinafter referred to as the "Surviving Corporation," and shall continue to exist as the Surviving Corporation pursuant to the provisions of the Corporation. The separate existence of NeuroStability, which is sometimes hereinafter referred to as the "Terminating Corporation," shall cease upon the Effective Time in accordance with the provisions of the Louisiana Act.

2. Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation upon the Effective Time of the Merger shall be the Certificate of Incorporation of the Surviving Corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida Act.

3. Bylaws. The bylaws of the Surviving Corporation as in force and effect upon the Effective Time of the Merger shall, continue to be the bylaws of the Surviving Corporation (the "Bylaws") and shall continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Act.

4. Officers and Directors. The officers and directors of the Surviving Corporation as in place at the Effective Time of the Merger shall, continue to be the officers and directors of the Surviving Corporation.

5. Rights and Property. Upon the Effective Time, all of the rights, privileges, powers, immunities and franchises of the Constituent Corporations, both of a public and private nature, and all property, real, personal and mixed and all debts due on whatever account, as well as all choses or things in action, and every other interest belonging to any of the Constituent Corporations, shall be taken and deemed to be transferred to and shall be vested in the Surviving Corporation without further act or deed, and all such rights, privileges, powers, immunities and franchises, property, debts, choses or things in action, and all and every interest of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and all debts, liabilities, restrictions and duties of the respective Constituent Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, restrictions and duties had been incurred or contracted by it; provided, however, that any such lien shall continue in effect only as to the property of the respective Constituent Corporations as to which the same is in effect on the Effective Date.

6. Merger Consideration. At the Effective Time, all of the common stock of the Terminating Corporation shall, by virtue of the Merger and without any additional action on the part of either Constituent Corporation, be cancelled, and all of the common stock of the Surviving Corporation outstanding prior to the Merger shall remain outstanding common stock in the Surviving Corporation following the Merger.

7. Tax Consequences. It is the intention of the Constituent Corporations that the Merger for federal income Tax purposes shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code and that this Agreement shall constitute a "plan of reorganization" for purposes of Sections 354 and 361 of the Internal Revenue Code. Each of the Constituent Corporations undertakes and agrees to use its commercially reasonable efforts to cause the Merger, and to take no action which would cause the Merger not, to qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code.

8. Approval. This Agreement and Plan of Merger has been approved by the shareholders and board of directors of Stability by written resolution in the manner prescribed by the Florida Act. This Agreement and Plan of Merger has been approved by the shareholders and board of directors of the Terminating Corporation by written resolution in the manner prescribed by the Louisiana Act.

9. Filing. The Terminating Corporation and the Surviving Corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the States of Florida and Louisiana, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

10. Termination. This Agreement and Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Date, whether before or after approval and adoption of this Agreement and Plan of Merger by either of the Terminating Corporation's or Stability's shareholders by mutual written consent;

11. Amendments; No Waivers.

(i) Any provision of this Agreement and Plan of Merger may be amended or waived prior to the Effective Date if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement and Plan of Merger or, in the case of a waiver, by each party against whom the waiver is to be effective.

(ii) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any right or remedies provided by law.

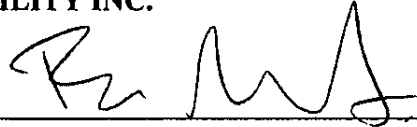
12. Authorization. The directors and the officers of the Terminating Corporation and the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient

to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the Merger provided for herein.

13. Further Action. If, at any time after the Effective Time, any further action is determined by the Surviving Corporation to be necessary or desirable to carry out the purposes of this Agreement and Plan of Merger and any agreements related thereto or to vest the Surviving Corporation with full right, title and possession of and to all rights and property of Terminating Corporation and NeuroStability, the officers and directors of the Surviving Corporation shall be fully authorized (in the name of NeuroStability, in the name of the Terminating Corporation and otherwise) to take such action.

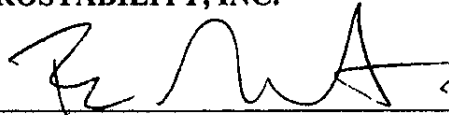
IN WITNESS WHEREOF, the undersigned Secretaries of the Terminating Corporation and the Surviving Corporation certify as of the 28 day of June, 2011 that this Agreement and Plan of Merger has been approved by the shareholders of the Terminating Corporation and by the shareholders of the Surviving Corporation.

STABILITY INC.



By: Brian Martin, Secretary

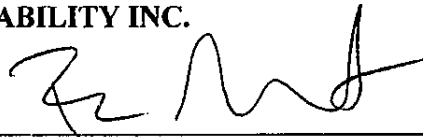
NEUROSTABILITY, INC.



By: Brian Martin, Secretary

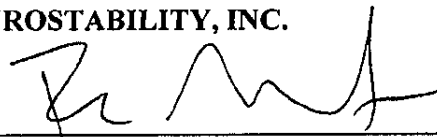
IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the 28 day of June, 2011.

STABILITY INC.



By: Brian Martin, President

NEUROSTABILITY, INC.



By: Brian Martin, Chief Executive Officer