

12/28/2007 13:35 FAX

Division of Corporations

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**P99000078717**

Florida Department of State  
Division of Corporations  
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**MERGER OR SHARE EXCHANGE**

United Surgical Assistants, Inc.

Certificate of Status	0
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Page Count	01
Estimated Charge	\$78.75

Merger  
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**EFFECTIVE DATE**

12.31.07

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December 28, 2007

FLORIDA DEPARTMENT OF STATE

Division of Corporations

UNITED SURGICAL ASSISTANTS, INC.

PO BOX 21686

TAMPA, FL 33622-1686US

SUBJECT: UNITED SURGICAL ASSISTANTS, INC.

REF: P99000078717

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

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Irene Albritton

Regulatory Specialist II

Letter Number: 107A00071909

Audit No. H07000306723 3

**ARTICLES OF MERGER OF  
MULTIPLE VENTURE PARTNERS, INC.  
a Florida corporation**

**WITH AND INTO**

**UNITED SURGICAL ASSISTANTS, INC.  
a Florida corporation**

**EFFECTIVE DATE**  
12.31.07

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

**ARTICLE I**

**State of Organization: Surviving Corporation**

The name and state of organization of each of the constituent corporations of the merger (the "Constituent Corporations") are as follows:

Name	State of Organization
Multiple Venture Partners, Inc.	Florida
United Surgical Assistants, Inc.	Florida

Multiple Venture Partners, Inc., shall merge with and into United Surgical Assistants, Inc., a Florida corporation. United Surgical Assistants, Inc., a Florida corporation, shall be the surviving entity.

**ARTICLE II**

**Agreement and Plan of Merger**

The Agreement and Plan of Merger providing for the merger of Multiple Venture Partners, Inc., with and into United Surgical Assistants, Inc., is attached hereto as Exhibit A.

**ARTICLE III**

**Approval of the Plan**

In accordance with Sections 607.0821 and 607.0704 of the FBCA, the Board of Directors and Sole Shareholder of Multiple Venture Partners, Inc., approved and adopted the Agreement and Plan of Merger as of December 27, 2007, in an action by joint unanimous written consent in lieu of holding a special meeting.

In accordance with Sections 607.0821 and 607.0704 of the FBCA, the Board of Directors and Shareholders of United Surgical Assistants, Inc., approved and adopted the Agreement and Plan of Merger as of December 27, 2007 in an action by joint written consent in lieu of holding a special meeting.

FILED STATE  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
01 DEC 27 AM 8:33

**ARTICLE IV**  
**Effective Time**

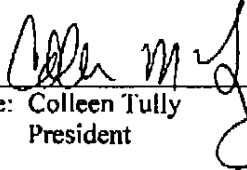
These Articles of Merger shall become effective as of December 31, 2007, at 11:59:59 p.m., Eastern Standard Time.

**[Signatures on the Following Page]**

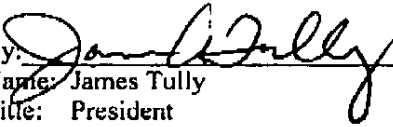
AUDIT NO. H07000306723 3

IN WITNESS WHEREOF, the undersigned authorized representatives of the Constituent Corporations have caused these Articles of Merger to be executed as of the 27<sup>th</sup> day of December, 2007.

**MULTIPLE VENTURE PARTNERS, INC.,**  
a Florida corporation

By:   
Name: Colleen Tully  
Title: President

**UNITED SURGICAL ASSISTANTS, INC.**  
a Florida corporation

By:   
Name: James Tully  
Title: President

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**EXHIBIT A**

**Agreement and Plan of Merger**

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## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the "Plan"), dated as of December 27, 2007, is by and among **Multiple Venture Partners, Inc.**, a Florida corporation (the "Merging Corporation"), and **United Surgical Assistants, Inc.**, a Florida corporation (the "Surviving Corporation"). The Merging Corporation and Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

**WHEREAS**, the Constituent Corporations desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Plan;

**WHEREAS**, this Plan sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("FBCA");

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants, agreements, and conditions set forth herein, the parties hereto do hereby agree as follows:

### **Section 1. Terms and Conditions of Merger.**

(a) At the Effective Time (as defined in Section 6 of this Plan) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the articles of incorporation and bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) The Officers and Directors of the Surviving Corporation immediately prior to the Effective Time shall be the Officers and Directors of the Surviving Corporation after the Effective Time.

(d) The established offices and facilities of the Surviving Corporation immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Corporation after the Effective Time.

(e) At and after the Effective Time, the existence of the shares in the Merging Corporation shall cease.

(f) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights, and credits) then owned by the Constituent Corporations, or which would inure to the benefit of either of such corporations, shall immediately, by operation of law and without any conveyance, transfer, or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of the Merging Corporation and Surviving Corporation, and shall succeed to the rights and obligations of each respective corporation and to the duties and liabilities connected therewith.

(g) All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the corporations shall, at the Effective Time, become the responsibility and

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liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its directors, shareholders, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

(h) In addition to the foregoing effects set forth in subsections (d) and (e) of this Section 1, the Merger shall have the effects set forth in Section 607.1106 of the FBCA.

## **Section 2. Manner and Basis of Converting Shares.**

(a) As of the date of this Agreement, (i) the authorized capital stock of the Merging Corporation consists of one million shares of common stock, without par value ("Merging Common Shares"), of which 90 shares are issued and outstanding, and together with the Merging Common Shares, the "Merging Shares"), and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Merging Shares.

(b) As of the date of this Agreement (i) the authorized capital stock of the Surviving Corporation consists of twenty thousand shares of common stock, with a par value of \$1.00 per share ("Surviving Common Shares"), of which 11,800 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Surviving Common Shares.

(c) The Merging Shares that are issued and outstanding at the Effective Time shall cease to exist.

(d) In exchange for each Merging Share, the shareholder of the Merging Corporation shall receive 14 Surviving Common Shares.

**Section 3. Conditions.** Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received the approval of the shareholders of the Constituent Corporations in the manner required by the FBCA and the respective articles of incorporation and bylaws of the Constituent Corporations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

## **Section 4. Representations.**

(a) The fair market value of the Surviving Common Shares to be received by the shareholder of the Merging Corporation shall be approximately equal to the fair market value of the Merging Shares to be surrendered.

(b) There is no plan or intention by the shareholder of the Merging Corporation to sell, exchange, or otherwise dispose of a number of Surviving Common Shares received in the



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transaction that would reduce the shareholder's ownership of Surviving Common Shares to less than 50% of the value of the Merging Common Shares formerly held by the shareholder.

(c) The Surviving Corporation has no plan or intention sell or otherwise dispose of any of the assets of the Merging Corporation, except for dispositions made in the ordinary course of business.

(d) The liabilities of the Merging Corporation to be assumed by the Surviving Corporation and the liabilities to which the transferred assets of the Merging Corporation are subject were incurred by the Merging Corporation in the ordinary course of business.

(e) The fair market value of the assets of the Merging Corporation to be transferred to the Surviving Corporation shall equal or exceed the sum of the liabilities assumed by the Surviving Corporation and the amount of the liabilities to which the transferred assets are subject.

(f) The Surviving Corporation shall continue the historic business of the Merging Corporation or use a significant portion of the Merging Corporation's business assets in a business of the Surviving Corporation.

(g) No intercorporate indebtedness between the Merging Corporation and the Surviving Corporation has been, or will be, issued, acquired, or settled at a discount.

(h) The Constituent Corporations are not investment companies as defined in Section 368(a)(2)(F)(iii), (iv) of the Internal Revenue Code.

(i) The Merging Corporation is not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Internal Revenue Code.

(j) The Constituent Corporations and the shareholder of the Merging Corporation will pay their respective expenses incurred in connection with the Merger.

**Section 5. Further Assurances.** Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges, and franchises of the Merging Corporation, the officers of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Plan.

**Section 6. Filing; Effective Time.** If all of the conditions to the Merger set forth in Section 3 of this Plan are fulfilled in accordance herewith and this Plan shall not have been terminated as provided in Section 7 of this Plan, the Constituent Corporations shall cause articles of merger meeting the requirements of the FBCA to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on December 31, 2007 at 11:59:59 P.M., Eastern Standard Time (the "Effective Time").

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**Section 7. Termination and Amendment.**

(a) At any time prior to the Effective Time, this Plan may be terminated by the mutual consent of the board of directors of the Constituent Corporations, whether before or after the approval of this Plan by the shareholders of the Constituent Corporations. In the event this Plan is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Plan or its termination on the part of either of the Constituent Corporations or of their respective directors, officers, employees, or agents.

(b) This Plan represents the entire agreement between the Constituent Corporations with respect to the subject matter hereof and may be amended only by a writing executed by all parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Plan at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Plan by the shareholders of the Constituent Corporations, which changes the terms of this Plan in a way which is materially adverse to the shareholders of the Constituent Corporations unless such amendment is approved by such shareholders.

**Section 8. Construction of Terms.** All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

**Section 9. Governing Law.** This Plan shall be governed by the laws of the State of Florida.

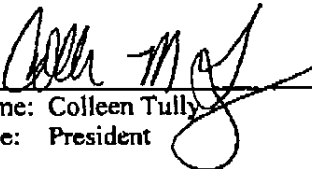
**Section 10. Counterparts.** This Plan may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**[Signature Page Follows]**

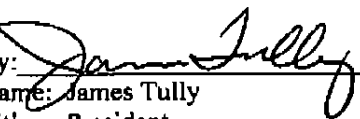
AUDIT NO. H07000306723 3

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan to be duly executed on its behalf by its authorized representatives, as of the date first above written.

**MULTIPLE VENTURE PARTNERS, INC.,**  
a Florida corporation

By:   
Name: Colleen Tully  
Title: President

**UNITED SURGICAL ASSISTANTS, INC.**  
a Florida corporation

By:   
Name: James Tully  
Title: President