

Exhibit XIII  
Complete Listing of Owners of LLC

**Musculoskeletal Surgery Center, LLC**  
303 N William Kumpf Boulevard ~ Peoria, Illinois 61605  
309.676.5546

<u>Names of Owners</u>	<u>Address</u>	<u>Profession</u>	<u>Business Name</u>
Steven K Below, MD	303 N WM Kumpf Boulevard, Peoria, IL 61605	Physician	Great Plains Orthopaedics
Jeffrey R Garst, MD	Same as above	Physician	Great Plains Orthopaedics
Brian Ted Maurer, MD	Same as above	Physician	Great Plains Orthopaedics
James W Maxey, MD	Same as above	Physician	Great Plains Orthopaedics
Stephen R Orlevitch, MD	Same as above	Physician	Great Plains Orthopaedics
Mark R Phillips, MD	Same as above	Physician	Great Plains Orthopaedics
Piero Capecci, MD (non-voting member)	Same as above	Physician	Great Plains Orthopaedics

**NOTE: Each of the above mentioned owners were equal owners at 14.29% each through 12-31-15**

Form **LLC-5.5**

April 2007

Secretary of State Jesse White  
Department of Business Services  
Limited Liability Division  
501 S Second St., Rm 351  
Springfield, IL 62756  
217-524-8008  
www.cyberdriveillinois.com

Payment must be made by certified check,  
cashier's check, Illinois attorney's check,  
C.P.A.'s check or money order payable to  
Secretary of State.

Illinois  
Limited Liability Company Act  
Articles of Organization

**SUBMIT IN DUPLICATE**  
Must be typewritten.

This space for use by Secretary of State.

Filing Fee: \$500

Approved: LB

FILE # 0236 870 6

This space for use by Secretary of State.

**FILED**

**10/18/2007**

**JESSE WHITE**

**SECRETARY OF STATE**

1 Limited Liability Company Name: MUSCULOSKELETAL SURGERY CENTER, LLC

The LLC name must contain the words Limited Liability Company, L.L.C. or LLC and cannot contain the terms Corporation, Corp., Incorporated, Inc., Ltd., Co., Limited Partnership or L.P.

2 Address of Principal Place of Business where records of the company will be kept: (P.O. Box alone or c/o is unacceptable.) 303 N. Kumpf Boulevard, Peoria, IL 61605

3 Articles of Organization effective on: (check one)  
 the filing date

a later date (not to exceed 60 days after the filing date): \_\_\_\_\_

Month, Day, Year

4 Registered Agent's Name and Registered Office Address:

Registered Agent: William

H.

Campbell

First Name

Middle Initial

Last Name

Registered Office: 401 Main Street, Suite 1600

(P.O. Box alone or c/o is unacceptable.)

Peoria

61602

Peoria

Suite #

Street

County

5 Purpose(s) for which the Limited Liability Company is organized: (If more space is needed, attach additional sheets of this size.)

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6 Latest date, if any, upon which the company is to dissolve (Leave blank if duration is perpetual.)

Month, Day, Year

LLC-5.5

7 (OPTIONAL) Other provisions for the regulation of the internal affairs of the Company (If more space is needed, attach additional sheets of this size)

8. The Limited Liability Company (Check either a or b below)  
a  Is managed by the manager(s) (List names and business addresses)

Orthopedic Associates of Peoria, S C d/b/a Great Plains Orthopaedics  
303 N. Kumpf Boulevard D4928 037 8  
Peoria, IL 61605

b  has management vested in the member(s) (List names and addresses)

9. Name and Address of Organizer(s)  
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated October 18 2007  
Month & Day Year

1 [Signature]  
Signature

Roy G. Davis, Organizer  
Name (type or print)

Name if a Corporation or other Entity, and Title of Signer

2   
Signature

Name (type or print)

Name if a Corporation or other Entity, and Title of Signer

1 401 Main Street, Suite 1600  
Number Street

Peoria  
City/Town

IL 61602  
State ZIP Code

2   
Number Street

City/Town

State ZIP Code

Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.

Form **LLC-5.25**

August 2008

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.cyberdrivellinois.com

Payment may be made by business  
firm check payable to Secretary of  
State. If check is returned for any  
reason this filing will be void.

Illinois  
Limited Liability Company Act  
Articles of Amendment

**SUBMIT IN DUPLICATE**

Must be typewritten.

This space for use by Secretary of State.

Filing Fee: \$150

Approved: *JW*

FILE #: 02368706

This space for use by Secretary of State.

**FILED**

FEB 19 2009

JESSE WHITE  
SECRETARY OF STATE

1 Limited Liability Company Name: Musculoskeletal Surgery Center, LLC

2 Articles of Amendment effective on:  
 the file date  
 a later date (not to exceed 30 days after the file date) \_\_\_\_\_  
Month, Day, Year

- 3 Articles of Organization are amended as follows (check applicable item(s) below):
- a) Admission of a new member (give name and address below)\*
  - b) Admission of a new manager (give name and address below)\*
  - c) Withdrawal of a member (give name below)\*
  - d) Withdrawal of a manager (give name below)\*
  - e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
  - f) Change of registered agent and/or registered agent's office (give new name and address, including county below) (Address change of P.O. Box alone or c/o is unacceptable.)
  - g) Change in the Limited Liability Company's name (give new name below)
  - h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization
  - i) Other (give information in space below)
  - j) Establish authority to issue series (see back, filing fee \$400)\*

\* Changes in members/managers may, but are not required to, be reported in an amendment to the Articles of Organization.

Additional Information:  
SEE ATTACHED SHEET

New Name of LLC (if changed) \_\_\_\_\_

(continued on back)

LLC-5.25

4. This amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated February 19 <sup>Month/Day</sup>, 2009 <sup>Year</sup>

Jeffrey R. Garst, M.D.  
Signature (Must comply with Section 5-45 of ILCA.)

Jeffrey R. Garst, M.D., Member  
Name and Title (type or print)

\_\_\_\_\_  
If the member or manager signing this document is a company or other entity, state Name of Company and whether it is a member or manager of the LLC

\* The following paragraph is adopted when Item 3) is checked:  
The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

ARTICLES OF AMENDMENT

*Musculoskeletal Surgery Center, LLC*

Section 3 Additional Information

ATTACHED SHEET

Article 8 of the Articles of Organization is amended to read as follows:

The limited liability company has management vested in the Members, (list name and addresses)

- Ronald E. Palmer, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- James W. Maxey, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- Gregor J. Adamson, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- Jeffrey R. Garst, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- Steven K. Below, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- Mark R. Phillips, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- Brian Ted Maurer, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- Richard P. Driessnack, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- Stephen R. Orlevitch, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507
- Piero Capecci, M.D., 303 N. William Kumpf Blvd., Peoria, IL 61605-2507

Form **LLC-37.25**  
April 2008

Secretary of State Jesse White  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62765  
217-524-8008  
www.oyberdriveillinois.com

Payment must be made by check or money order payable to Secretary of State. Filing fee is \$100, but if merger of more than two entities, \$60 for each additional entity.

Illinois  
Limited Liability Company Act  
Articles of Merger

**SUBMIT IN DUPLICATE**

Must be typewritten.

This space for use by Secretary of State

Date: \_\_\_\_\_  
Filing Fee: \$ 100.00  
Approved: *[Signature]*

ASSIGNED FILE # 02368706

This space for use by Secretary of State

**FILED**

MAY 29 2009

JESSE WHITE  
SECRETARY OF STATE

1. Names of Entities proposing to merge, and State or Country of Organization

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File Number (if any)
<u>Musculoskeletal Surgical Center, S.C.</u>	<u>Corporation</u>	<u>Illinois</u>	<u>55815984</u>
<u>Musculoskeletal Surgery Center, LLC</u>	<u>Limited Liability Co.</u>	<u>Illinois</u>	<u>02368706</u>

2. The plan of merger has been approved and signed by each Limited Liability Company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these Articles of Merger.

3. a. Name of Surviving Entity: Musculoskeletal Surgery Center, LLC

b. Address of Surviving Entity: 303 N. Kumpf Boulevard, Peoria, IL 61605

4. Effective date of merger. (check one)

a.  the filing date, or

b.  a later date, but not more than 30 days subsequent to the filing date: \_\_\_\_\_

Month, Day, Year

5. All Limited Liability Companies that are parties to this merger and were on record with the Illinois Secretary of State prior to Jan. 1, 1998, have elected in their operating agreements to be governed by the Amending Act of 1997.

6. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization by reason of this merger:  

NONE



02.36 5706  
50 29 2009

LLC-37.25

7. For the Limited Liability Companies that are parties to the merger, complete the following:

Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
Musculoskeletal Surgery Center, LLC	Illinois	10/18/2007	N/A
_____	_____	_____	_____
_____	_____	_____	_____

8. If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

9. The undersigned certifies caused these Articles of Merger to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

Dated May 29 \_\_\_\_\_, 2009  
Month & Day Year

1. *G. Adamson*  
Signature  
Gregory J. Adamson, M.D., Treasurer  
Name and Title (type or print)  
Musculoskeletal Surgical Center, S.C.  
Name if a Corporation or other Entity

3. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
Name if a Corporation or other Entity

2. *Jeffrey R. Garst*  
Signature  
Jeffrey R. Garst, M.D., Member  
Name and Title (type or print)  
Musculoskeletal Surgery Center, LLC  
Name if a Corporation or other Entity

4. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.  
Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.



AGREEMENT AND PLAN OF MERGER OF  
MUSCULOSKELETAL SURGICAL CENTER, S.C., WITH AND INTO  
MUSCULOSKELETAL SURGERY CENTER, LLC

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is entered into as of August 28, 2008, by and between Musculoskeletal Surgical Center, S.C., an Illinois corporation ("ASC") and Musculoskeletal Surgery Center, LLC, an Illinois limited liability company ("LLC").

BACKGROUND

WHEREAS, the ASC is authorized to issue 100,000 shares of which 1,000 shares are issued and outstanding and owned by Ronald E. Palmer, M.D. ("Palmer"), Mark R. Phillips, M.D. ("Phillips") and Gregory J. Adamson, M.D. ("Adamson");

WHEREAS, Palmer believes that he owns 333.34 shares of the 1,000 outstanding shares of ASC (with Phillips and Adamson each owning 333.33 shares) and, therefore, the affirmative shareholder vote of Palmer and either Phillips or Adamson is necessary to approve the merger contemplated by this Agreement making Palmer's vote the swing vote ("Swing Vote");

WHEREAS, Phillips and Adamson dispute Palmer's position that he is the Swing Vote, believing that three shareholders each own exactly 1/3 of the 1,000 shares of outstanding stock of ASC; and

WHEREAS, ASC and LLC desire that ASC should be merged with and into LLC, with LLC thereafter to be possessed of all the estate, property, right, privileges, and franchises of ASC on the terms set forth herein (the "Merger").

AGREEMENT

THEREFORE, LLC and ASC hereby agree as follows:

1. The obligations of ASC and LLC under this Plan of Merger shall be subject to the following conditions precedent (the "Merger Conditions") being satisfied:
  - (a) ASC obtaining all approvals and/or exemptions as may be required to effectuate the Merger from the Illinois Health Facilities Planning Board;
  - (b) LLC obtaining all approvals and/or exemptions as may be required to effectuate the Merger from the Illinois Health Facilities Planning Board;

(c) LLC obtaining all required licenses (including, if required, an Ambulatory Surgical Treatment Center license) and other approvals and/or exemptions as may be required to operate the ambulatory surgery center from the appropriate agencies of the state of Illinois;

(d) Articles of Organization for the LLC be filed with the Illinois Secretary of State and an operating agreement ("Operating Agreement") for the LLC being executed by a majority of the shareholders of Orthopedic Associates of Peoria, S.C. both in form and content acceptable to the LLC and the ASC; and

(e) No court or applicable regulatory authority enjoins the transaction.

2. Within ten (10) business days after the satisfaction of the Merger Conditions, Articles of Merger in substantially the form attached hereto as Exhibit A shall be filed in the offices of the Secretary of State of Illinois to effectuate the Merger contemplated hereby. The date on which the Secretary of State issues a Certificate of Merger shall be the "Merger Date".

3. As of the Merger Date, ASC shall be merged with and into LLC, and the separate corporate existence of ASC shall cease. LLC shall be the surviving entity and shall continue to be governed by the Operating Agreement and the laws of the State of Illinois applicable to limited liability companies.

4. The Operating Agreement and the manager of LLC in effect immediately prior to the Merger Date shall continue as the Operating Agreement and manager of the surviving entity.

5. Notwithstanding the Merger Date, the effective date of this transaction as between ASC and LLC and their respective owners shall be October 1, 2008 ("Effective Date").

6. The manner and basis of dealing with the outstanding shares and limited liability company interests, respectively, of each of the constituent entities shall be as follows:

(a) In consideration of the Merger, the LLC shall pay the shareholders of ASC, the following

(i) On the Merger Date, \$ [REDACTED] pro-rata in accordance with ASC share ownership (i.e., assuming no change in ASC share ownership, to each of the three shareholders of ASC, \$ [REDACTED]) plus a per diem interest rate factor calculated at the rate of eight percent (8%) per annum from the Effective Date to the Merger Date; plus

(ii) On the Merger Date, an amount equal to the net book value of the ASC determined as of the Effective Date pro-rata in accordance with ASC share ownership (i.e., assuming no change in ASC share ownership, to each of the three shareholders of ASC, an amount equal to one-third (1/3) of the net book value of the ASC determined as of the Effective Date) plus a per diem interest rate factor calculated at the rate of eight percent (8%) per annum from the Effective Date to the Merger Date. For purposes of this Section 6(a)(ii) "net book value" shall be based upon ASC financial statements as consistently maintained by ASC and shall include without limitation all cash, accounts receivable and accounts payable of ASC. The net book value shall be determined by the ASC and LLC's certified public accountant ("CPA"), Helms-Banwart Ltd. The CPA's valuation shall be binding upon the parties hereto; plus

(iii) On the Merger Date, assuming no change in Palmer's share ownership, an amount equal to \$ [REDACTED] to Palmer in consideration for his claim that his shares constitute the Swing Vote. ✓

(b) Each share of common stock of ASC that was issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled.

(c) Each limited liability company interest in the LLC that was issued and outstanding immediately prior to the Merger shall, without further action remain valid and enforceable with all rights described in the Operating Agreement.

7. During the period between the Effective Date and the Merger Date, the ASC shall not make any distributions to its shareholders except for distributions to pay income taxes on taxable income passed through to such shareholders by ASC under the provisions of subchapter S of the Internal Revenue Code for the period commencing on the Effective Date and ending on the Merger Date. Such distributions to pay income taxes shall be equal 38% of the taxable income of ASC for Federal and Illinois state income tax purposes as represented on IRS Form 1120S for the period covered by the distribution. Such distributions to pay taxes shall be made by ASC to its shareholders on a monthly basis within thirty (30) days after the end of each month based upon the monthly taxable income of ASC as computed by its CPA. Within thirty (30) days after the Merger Date, the CPA shall calculate such taxable income of ASC from the Effective Date to the Merger Date and a final tax distribution shall be made on such basis.

8. This Plan of Merger shall terminate if the Merger Conditions are not satisfied (or waived in writing by both ASC and LLC) on or before May 31, 2009. In the event of such termination, the parties shall have no further rights or obligations under this Plan of Merger.

## 9. General Provisions

- (a) *Assurances.* The parties shall execute such other documents and do such other acts to comply with the requirements of law, rule or regulation to effectuate the merger transaction described in this Plan of Merger.
- (b) *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Plan of Merger must be in writing and either delivered personally sent; by certified or registered mail, postage prepaid, return receipt requested; sent by recognized overnight delivery service; or by facsimile transmittal. A notice to the ASC or LLC must be addressed to their respective principal offices. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. A notice sent by recognized overnight delivery service will be deemed given when received or refused. A notice sent by facsimile shall be deemed given when sent provided notice by personal delivery or overnight delivery service is effective the day following such facsimile transmission. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.
- (c) *Specific Performance.* The parties recognize that irreparable injury will result from a breach of any provision of this Plan of Merger and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Plan of Merger, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders, without bond, (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.
- (d) *Complete Agreement.* This Plan of Merger constitutes the complete exclusive statement of the agreement among the parties with respect to the subject matter of this Agreement. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Plan of Merger may not be amended without the written consent of all the parties.
- (e) *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Plan of Merger and the performance of the obligations imposed by this Plan of Merger shall be governed by the internal law, not the law of conflicts, of the State of Illinois.

(f) *Section Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Plan of Merger or the intent of the provisions hereof.

(g) *Binding Provisions.* This Plan of Merger is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns

(h) *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Plan of Merger may only be brought in the Tenth Judicial Circuit, Peoria County, Illinois. All parties to this Agreement hereby consent to the exercise of personal jurisdiction by such court with respect to any such proceeding.

(i) *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

(j) *Separability of Provisions.* Each provision of this Plan of Merger shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Plan of Merger which are valid.

(k) *Counterparts.* This Plan of Merger may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, ASC and LLC have caused this Plan of Merger to be signed as indicated below, as of the date first written above.

MUSCULOSKELETAL SURGERY  
CENTER, LLC

By: Orthopedic Associates of Peoria,  
S.C., Manager

By: \_\_\_\_\_  
Name: Christopher Shreman  
Title: Chief Operating Officer

MUSCULOSKELETAL SURGICAL  
CENTER, S.C.

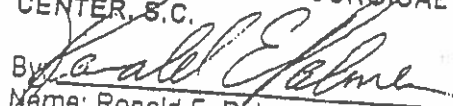
By:   
Name: Ronald E. Palmer  
Title: President

EXHIBIT A  
ARTICLES OF MERGER

{See attached}

FORM BCA 11.39 (rev. Dec. 2003)  
 ARTICLES OF MERGER  
 BETWEEN ILLINOIS CORPORATIONS  
 AND LIMITED LIABILITY COMPANIES  
 Business Corporation Act

Secretary of State  
 Department of Business Services  
 Springfield, IL 62756  
 217-782-6981  
 www.cyberdriveillinois.com

Remit payment in the form of a  
 check or money order payable  
 to Secretary of State.

The filing fee is \$100, but if merger  
 involves more than two corporations,  
 submit \$50 for each additional corporation.

File # \_\_\_\_\_ Filing Fee: \$ \_\_\_\_\_ Approved: \_\_\_\_\_  
 --- Submit in duplicate --- Type or Print clearly in black ink --- Do not write above this line ---

1 Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or  
 Incorporation

Name of Corporation Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
Musculoskeletal Surgical Center, S.C.	Illinois	55815984
Musculoskeletal Surgery Center, LLC	Illinois	

2 The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit  
 such merger.

3. a. Name of Surviving Party: Musculoskeletal Surgery Center, LLC

b Corporation or Limited Liability Company shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4 Plan of merger is as follows:

SEE ATTACHMENTS.

5. Part of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 (§11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Musculoskeletal Surgical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Center, S.C.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.



7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK

Dated \_\_\_\_\_  
Month & Day Year  
Musculoskeletal Surgical Center, S.C.  
Exact Name of Corporation  
\_\_\_\_\_  
Any Authorized Officer's Signature  
\_\_\_\_\_  
Name and Title (type or print)

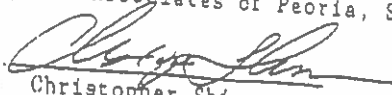
Dated \_\_\_\_\_  
Month & Day Year  
\_\_\_\_\_  
Exact Name of Corporation  
\_\_\_\_\_  
Any Authorized Officer's Signature  
\_\_\_\_\_  
Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated \_\_\_\_\_  
Month & Day Year  
\_\_\_\_\_  
Exact Name of Limited Liability Company  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)

Dated \_\_\_\_\_  
Month & Day Year  
Musculoskeletal Surgery Center, LLC  
Exact Name of Limited Liability Company  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)

By: Orthopedic Associates of Peoria, S.C., Manager

By:   
Name: Christopher Shireman  
Title: Chief Operating Officer