

EXHIBIT B
PLAN OF MERGER

Initial Draft

PLAN OF MERGER

THIS PLAN OF MERGER is made as of the ____ day of _____, 2005, by ACCIDENT & INJURY PAIN CENTERS, INC. (“A&I”), a Texas corporation organized and existing under the Texas Business Corporation Act (the “Act”) under Texas Charter No. 01171129, for the purpose of effecting the merger of ACCIDENT & INJURY PAIN CENTER OF NORTH GARLAND, INC., a Texas corporation (“A&I N. Garland”) bearing Texas Charter No. 1209929, ACCIDENT & INJURY PAIN CENTER OF MESQUITE, INC., a Texas corporation (“A&I Mesquite”) bearing Texas Charter No. 01187803-00, ACCIDENT & INJURY PAIN CENTER OF OAK CLIFF – SOUTH, INC., a Texas corporation (“A&I Oak Cliff”) bearing Texas Charter No. 01174740-00, and METROPLEX PAIN CENTER, INC., a Texas corporation (“Metroplex”) bearing Texas Charter No. 1218888 (A&I N. Garland, A&I Mesquite, A&I Oak Cliff and Metroplex are collectively referred to as the “Merging Subsidiaries”), with and into A&I (the “Surviving Corporation”).

1. The Parties. The Merging Subsidiaries will merge into the Surviving Corporation on the Effective Date (hereinafter defined). The Surviving Corporation is organized under the laws of the State of Texas.

2. Terms and Conditions of the Merger. The Surviving Corporation will not make any amendments to its Articles of Incorporation in connection with the merger other than to file the Articles of Merger in the form attached hereto as Exhibit A with the Texas Secretary of State (and any other Secretary or Department of States which so requires).

3. Conversion of Stock. The manner and basis of converting the shares of the Merging Subsidiaries into shares, obligations, or other securities of the Surviving Corporation or any other corporation or into cash or other property in whole or in part, and the manner and basis of converting rights to acquire shares, obligations and other securities of the Merging Subsidiaries into rights to acquire shares, obligations or other securities of the Surviving Corporation or any other part, is as follows: inasmuch as the Surviving Corporation is the sole shareholder of each of the Merging Subsidiaries, all outstanding shares of stock of the Merging Subsidiaries to be merged will be cancelled.

4. Name of Surviving Corporation. The name of the Surviving Corporation and its identity, existence, powers, objects, rights and immunities shall be unaffected and unimpaired by the merger.

5. Purpose of the Surviving Corporation. The purpose of the Surviving Corporation shall be amended to augment the definition of the term “Property” to include any property owned, controlled, or otherwise held by the Merging Subsidiaries.

6. Termination of Existence. On the Effective Date (hereinafter defined), the separate existence and organization of the Merging Subsidiaries shall cease.

7. Transfer of Assets and Delivery of Deeds and Instruments. On the Effective Date, (i) all rights, privileges and powers, held by the Merging Subsidiaries, (ii) all property, real, personal and mixed, owned by the Merging Subsidiaries, (iii) all debts due to the Merging

Subsidiaries, and (iv) all other things in action belonging to the Merging Subsidiaries shall, by operation of law, be taken and deemed to be vested in and possessed by the Surviving Corporation. From time to time as and when requested by the Surviving Corporation or by its successors or assigns, the Merging Subsidiaries shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, and powers of the Merging Subsidiaries and otherwise to carry out the intent and purposes of this Plan of Merger. The Surviving Corporation will, at its sole cost and expense, record the applicable Articles of Merger among the land records of the jurisdiction where any such real property owned by the Merging Subsidiaries is located, if any.

8. Assumption of Debts. The Surviving Corporation shall assume, and as of the Effective Date does assume, all the liabilities and obligations of the Merging Subsidiaries, including without limitation any tax liabilities or obligations arising out of or with respect to the corporate existence or privileges granted to or property owned or operations carried on by the Merging Subsidiaries prior to the merger. The Surviving Corporation shall be responsible for said liabilities and obligations in the same manner as if the Surviving Corporation itself had incurred such liabilities and obligations.

9. Consent to Service of Process. The Surviving Corporation hereby consents to be sued and served with process in the State of Texas on behalf of any of the Merging Subsidiaries by service upon the Surviving Corporation's registered agent at its registered office in the State of Texas.

10. Expenses of Merger. The Surviving Corporation shall pay all expenses of carrying this Plan of Merger into effect and of accomplishing the merger.

11. Applicable Law. The merger of the parties is made pursuant to the laws of the State of Texas.

12. Effective Date: The merger shall become effective on the later to occur of July 30, 2005, or the date the Certificate of Merger is filed with the Texas Secretary of State (the "Effective Date").

IN WITNESS WHEREOF, the undersigned hereby acknowledge this PLAN OF MERGER to be the act and deed of the Surviving Corporation and that it executed the same as of the date first written above.

ACCIDENT & INJURY PAIN CENTERS, INC.

By: _____

Robert M. Smith

President

CONSENTED TO:

ACCIDENT & INJURY PAIN CENTER OF NORTH GARLAND, INC.

By: _____

Robert M. Smith, President

ACCIDENT & INJURY PAIN CENTER OF MESQUITE, INC.

By:_____

Robert M. Smith, President

ACCIDENT & INJURY PAIN CENTER OF OAK CLIFF – SOUTH, INC.

By:_____

Robert M. Smith, President

METROPLEX PAIN CENTER, INC.

By:_____

Robert M. Smith, President

[EXHIBIT A

ARTICLES OF MERGER to be Attached]

See below for Initial Draft Articles of Merger

EXHIBIT C

ARTICLES OF MERGER

Initial Draft

ARTICLES OF MERGER

OF

**ACCIDENT & INJURY PAIN CENTER OF NORTH GARLAND,
INC. (a Texas corporation) Texas Charter No. 1209929,**

**ACCIDENT & INJURY PAIN CENTER OF MESQUITE, INC. (a
Texas corporation) Texas Charter No. 01187803-00,**

**ACCIDENT & INJURY PAIN CENTER OF OAK CLIFF – SOUTH,
INC. (a Texas corporation) Texas Charter No. 01174740-00,**

and

**METROPLEX PAIN CENTER, INC. (a Texas corporation) Texas
Charter No. 1218888,**

Into

**ACCIDENT & INJURY PAIN CENTERS, INC. (a Texas corporation) Texas Charter No.
01171129**

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act (the "Act"), ACCIDENT & INJURY PAIN CENTERS, INC., a Texas corporation organized and existing under the Act (the "Corporation") under Texas Charter No. 01171129 hereby adopts the following Articles of Merger, for the purposes of effecting the merger of its four wholly-owned

subsidiaries (1) ACCIDENT & INJURY PAIN CENTER OF NORTH GARLAND, INC. (“A&I N. Garland”) bearing Texas Charter No. 1209929 with 1,000 share of 0.01 par value common stock outstanding, (2) ACCIDENT & INJURY PAIN CENTER OF MESQUITE, INC. (“A&I Mesquite”) bearing Texas Charter No. 01187803-00 with 1,000 share of 0.01 par value common stock outstanding, (3) ACCIDENT & INJURY PAIN CENTER OF OAK CLIFF – SOUTH, INC. (“A&I Oak Cliff”) bearing Texas Charter No. 01174740-00 with 1,000 share of 0.01 par value common stock outstanding, and (4) METROPLEX PAIN CENTER, INC. (“Metroplex”) bearing Texas Charter No. 1218888 with 1,000 share of 0.01 par value common stock outstanding (A&I N. Garland, A&I Mesquite, A&I Oak Cliff and Metroplex are collectively referred to as the “Subsidiaries”).with and into the Corporation:

1. The Corporation owns 100% of the outstanding shares of the capital stock of A&I N. Garland, A&I Mesquite, A&I Oak Cliff and Metroplex, each of which has with 1,000 share of 0.01 par value common stock outstanding.

2. The name, state of formation and type of organization of each constituent organization that are parties to the merger are as follows:

<u>Name</u>	<u>State of Formation</u>	<u>Type Of Organization</u>
ACCIDENT & INJURY PAIN CENTERS, INC	Texas	Corporation
ACCIDENT & INJURY PAIN CENTER OF NORTH GARLAND, INC.	Texas	Corporation

ACCIDENT & INJURY

PAIN CENTER OF

OAK CLIFF – SOUTH, INC. Texas Corporation

METROPLEX PAIN

CENTER, INC. Texas Corporation

3. The Corporation, by the following resolutions of its Board of Directors duly adopted on the 20th day of July, 2005, determined to merge into itself with A&I N. Garland, A&I Mesquite, A&I Oak Cliff and Metroplex with the Corporation as the surviving Corporation, on the conditions set forth in such resolutions:

WHEREAS, the Corporation is the sole shareholder of ACCIDENT & INJURY PAIN CENTER OF NORTH GARLAND, INC. (“A&I N. Garland”), ACCIDENT & INJURY PAIN CENTER OF MESQUITE, INC. (“A&I Mesquite”), ACCIDENT & INJURY PAIN CENTER OF OAK CLIFF – SOUTH, INC. (“A&I Oak Cliff”), and METROPLEX PAIN CENTER, INC. (“Metroplex”), (A&I N. Garland, A&I Mesquite, A&I Oak Cliff and Metroplex are collectively referred to as the “Subsidiaries”).

WHEREAS, it is deemed advisable and, in the judgment of the Board, in the best interest of the Corporation and its shareholder (the "Shareholder") to adopt a Plan of Merger to merge the Subsidiaries with and into the Corporation, with the Corporation as the surviving entity (the “Plan of Merger”).

NOW, THEREFORE, BE IT RESOLVED, that the Plan of Merger is hereby authorized and approved, such merger to proceed pursuant to the terms of the Plan of Merger, in the form attached hereto as Exhibit A, which is hereby approved, adopted, ratified and confirmed in all respects; and further

RESOLVED, that the officers of the Corporation be, and each hereby is, directed to present the Plan of Merger to the Shareholder for approval, with the recommendation of the Board that the Plan of Merger be approved, adopted and ratified; and further

RESOLVED, that, upon approval of the Plan of Merger by the Shareholder, the officers of the Corporation be, and each hereby is, authorized,

empowered and directed, in the name and on behalf of the Corporation, to make and execute, and to file in the proper public offices, Articles of Merger setting forth a copy of the Plan of Merger and these resolutions; and further

RESOLVED, that, pursuant to the terms of the Plan of Merger, the officers of the Corporation be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation to prepare, execute and file such notices, instruments, certificates or other documents as may be necessary or proper in order to effect the Plan of Merger.

1. Further Action.

RESOLVED, that the officers of the Corporation be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to take such further actions or execute and deliver such further instruments, documents or agreements as may be, in such officer's sole discretion, necessary or desirable, in order to effect the actions authorized by the foregoing resolutions; and further

RESOLVED, that any and all actions taken by the officers of the Corporation, with respect to any action authorized by the foregoing resolutions, prior to the date hereof, be, and all such actions hereby are, approved, adopted and ratified in all respects as the act and deed of the Corporation; and further

RESOLVED, that in addition to and without limiting the foregoing, the appropriate officers of the Corporation be, and each of them hereby is, authorized, empowered and directed to take, or cause to be taken, such further action and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Corporation, all such further instruments and documents as such proper officers, with the advice of counsel, may deem to be necessary or advisable in order to effect the purpose and intent of the foregoing resolutions and to be in the best interest of the Corporation (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments or documents, as the case may be, by or under the direction of any authorized officer), and all action heretofore taken by the officers of the Corporation in connection with the subject of the foregoing resolutions be, and it hereby is, approved, ratified and confirmed in all respects as the act and deed of the Corporation.

4. No amendments to the Articles of Incorporation of the Corporation are being effected pursuant to the merger or as a result of the effectiveness of the merger.

IN WITNESS WHEREOF, ACCIDENT & INJURY PAIN CENTERS, INC. has caused these Articles of Merger to be executed by a duly authorized officer as of this ____ day of July, 2005.

ACCIDENT & INJURY PAIN CENTERS, INC .

By:_____

Name: Robert M. Smith

Title: President

CONSENTED TO:

ACCIDENT & INJURY PAIN CENTER OF NORTH GARLAND, INC.

By:_____

Robert M. Smith, President

ACCIDENT & INJURY PAIN CENTER OF MESQUITE, INC.

By:_____

Robert M. Smith, President

ACCIDENT & INJURY PAIN CENTER OF OAK CLIFF – SOUTH, INC.

By:_____

Robert M. Smith, President

METROPLEX PAIN CENTER, INC.

By: _____

Robert M. Smith, President