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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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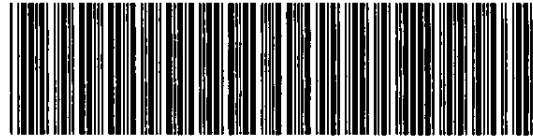
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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FILED  
2013 JAN -3 PM 2:08  
CLERK OF STATE  
AND REGISTER GENERAL

JAN 04 2013  
T. ROBERTS

Heather Wolf  
JuggleFit LLC  
71 Columbia St. #3B  
Brooklyn, NY 11201

December 26, 2012

Gina McLeod  
Florida Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

Dear Gina,

I sent a Certificate of Merger, merging a Florida LLC (JuggleFit LLC) into a New York LLC (also JuggleFit LLC). I included a check for \$25 but received a letter that is should have been for \$50. I no longer have that letter, but I have enclosed a check for the remaining \$25.00.

Please apply this to the merger for JuggleFit LLC.

If you need additional information, please contact me at [heather.wolf@jugglefit.com](mailto:heather.wolf@jugglefit.com) or 347.217.4579. Thank you.

Regards,



Heather Wolf  
Founder  
JuggleFit LLC



RECEIVED  
13 JAN -3 AM 9:20  
RECEIVED  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** JuggleFit LLC  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Heather Wolf  
Contact Person

JuggleFit LLC  
Firm/Company

71 Columbia St. #3B  
Address

Brooklyn, NY 11201  
City, State and Zip Code

heather.wolf@jugglefit.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Heather Wolf at (347) 217-4579  
Name of Contact Person Area Code and Daytime Telephone Number

Certified copy (optional) \$30.00

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

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

**Certificate of Merger  
For  
Florida Limited Liability Company**

FILED  
2013 JAN -3 PM 2:08  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JuggleFit LLC	Florida	LLC 209000217717
JuggleFit LLC	New York	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JuggleFit LLC	New York	LLC

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2013

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Northwest Registered Agent, LLC  
90 State Street, STE 700 office 40  
Albany, NY 12207

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: Northwest Registered Agent, LLC  
90 State Street, Ste 700 office 40  
Albany, NY 12207

Mailing address: 71 Columbia St  
Apt 3-B  
Brooklyn NY 11201

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
JuggleFit LLC (Florida)	<i>Heather Wolf</i>	Heather Wolf
JuggleFit LLC (New York)	<i>Heather Wolf</i>	Heather Wolf

- Corporations: Chairman, Vice Chairman, President or Officer  
*(If no directors selected, signature of incorporator.)*
- General partnerships: Signature of a general partner or authorized person
- Florida Limited Partnerships: Signatures of all general partners
- Non-Florida Limited Partnerships: Signature of a general partner
- Limited Liability Companies: Signature of a member or authorized representative

**Fees:**

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

**Certified Copy (optional):** \$30.00

## AGREEMENT AND PLAN OF MERGER

### BETWEEN

#### **JuggleFit LLC**

A Florida limited liability company

### AND

#### **JuggleFit LLC**

A New York limited liability company

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into by and between JuggleFit LLC, a New York limited liability company (the "Company"), and JuggleFit LLC, a Florida limited liability company (the "Target"), as of January 1, 2013. In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

#### 1. The Merger.

1.1 Surviving Entity. Upon the time of filing (the "Effective Time") of the Certificate of Merger of the Company with the Secretary of State of the State of New York pursuant to New York Limited Liability Company Law ("LLC") Article 10 ss.1001-1007 and the simultaneous filing of a Certificate of Merger of Target with the Secretary of State of Florida pursuant to ss. 608.438-608.4383 (the "Florida Laws"):

- (a) Target shall be merged with and into the Company (the "Merger") in accordance with the New York Limited Liability Company Law Article 10 ss.1001-1007 and the Florida Laws.
- (b) The Company shall be the surviving entity of the Merger (hereinafter sometimes called the "Surviving Entity"),
- (c) the identity, existence, rights, privileges, powers, franchises, properties and assets of Target shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Entity, and
- (d) the identity and separate existence of Target shall cease, and all of the rights, privileges, powers, franchises, properties and assets of Target shall be vested in the Surviving Entity.

1.2 Operating Agreement, Members, Manager and Officers. From and after the Effective Time until amended as provided by law, the Operating Agreement, as amended, of Target shall be the Operating Agreement of the Surviving Entity, and the manager[s] and any officers of Target in office immediately prior to the Effective Time shall become the manager[s] and officers of the Surviving Entity as of the Effective Time.

1.3 Ownership Conversion. At the Effective Time each unit of Membership Interest of Target existing immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of Target or the Company shall be exchanged for ownership interest in the Company as set forth on Schedule A.

2. General.

2.1 Condition to the Merger. The Merger shall have been duly authorized by both the Company and Target prior to the filing of the Certificate of Merger with the Secretary of State of the State of New York effecting the Merger.

2.2 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the vote of either the Founder of the Company or the Founder of Target. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, directors, managers, members or stockholders shall have any liability hereunder.

2.3 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first written above.

JuggleFit LLC (New York)

By: Heather Wolf

Name: Heather Wolf

Title: Founder

JuggleFit LLC (Florida)

By: Heather Wolf

Name: Heather Wolf

Title: Founder



**SCHEDULE A**

**Schedule Membership Interest Conversion**

<b>MEMBER</b>	<b>MEMBERSHIP INTEREST IN TARGET</b>	<b>RESULTING INTEREST IN COMPANY</b>
Heather Wolf	100%	100%