L10000078131

(Requestor's Name)

Clinical Laser Aesthetics
1806 N. Flamingo Rd Suite 440
Pembroke Pines FL 33028

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies ✓ Certificates of Status ______

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DIVISION OF CORPORATIONS
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SEP 11 2013

T. BROWN

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CLINICAL LASER AESTHETICS, 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:

Bianca Vega
Contact Person

CLINICAL LASER AESTHETICS, LLC
Firm/Company

1806 N. Flamingo Road, Suite 440
Address

Pembroke Pines, FL 33028
City, State and Zip Code

b0623j@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nancy Vega at (305) 318-2866
Name of Contact Person — Area Code and Daytime Telephone Number

☒ Certified copy (optional) $30.00

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

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

FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 23, 2013

BIANCA VEGA
CLINICAL LASER AESTHETICS, LLC
1806 N FLAMINGO RD STE 440
PEMBROKE PINES, FL 33028

SUBJECT: CLINICAL LASER AESTHETICS, LLC
Ref. Number: L10000078131

We have received your document for CLINICAL LASER AESTHETICS, LLC and your check(s) totaling $80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must be attached/included.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Teresa Brown
Regulatory Specialist II

Letter Number: 613A00020151

FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 4, 2013

BIANCA VEGA
CLINICAL LASER AESTHETICS, LLC
1806 N FLAMINGO RD STE 440
PEMBROKE PINES, FL 33028

SUBJECT: CLINICAL LASER AESTHETICS, LLC
Ref. Number: L10000078131

We have received your document for CLINICAL LASER AESTHETICS, LLC and your check(s) totaling $80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The certificate of merger must be included along with the plan of merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Teresa Brown
Regulatory Specialist II

Letter Number: 413A00020847

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 SEP 10 PM 2:45

Certificate of Merger For Florida Limited Liability Company

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:

Name	Jurisdiction	Form/Entity Type
CLINICAL LASER AESTHETICS, LLC	Broward County	LLC
LASERGENEX, LLC	Broward County	LLC

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

Name	Jurisdiction	Form/Entity Type
CLINICAL LASER AESTHETICS, LLC	Broward County	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:

Date of filing.

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:

N/A

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 entitles 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: N/A

Mailing address:

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:
CLINICAL LASER AESTHETICS, LLC		Bianca T. Vega
LASERGENEX, LLC		Boaz Rosenblat

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

PLAN OF MERGER

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

Name	Jurisdiction	Form/Entity Type
LASERGENEX, LLC	Broward County	LLC
CLINICAL LASER AESTHETICS, LLC	Broward County	LLC

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

Name	Jurisdiction	Form/Entity Type
CLINICAL LASER AESTHETICS, LLC	Broward County	LLC

THIRD: The terms and conditions of the merger are as follows:

At the effective date, Lasergenex, LLC shall be merged with and into Clinical Laser Aesthetics, LLC in accordance with the applicable Florida Statutes, and Business Purchase Agreement ("Agreement") entered between both parties on 7/24/13. Clinical Laser Aesthetics, LLC shall be the surviving party resulting from merger and shall continue to be governed by the laws of the State of Florida and the Agreement. As a result of the merger, Clinical Laser Aesthetics, LLC will amend its legal name, and will begin to operate under the name of Lasergenex, LLC pursuant to the Agreement. Any membership interests of Lasergenex, LLC issued or outstanding prior to the effective date shall, by virtue of the merger, be surrendered and canceled. Only Clinical Laser Aesthetics, LLC shall survive.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

All interests, shares, obligations and/or other securities of each merged party shall be converted in whole into the interests, shares, obligations or other securities of Clinical Laser Aesthetics, LLC pursuant to the Business Purchase Agreement entered on 7/24/13. The only surviving managing members of Lasergenex, LLC and Clinical Laser Aesthetics, LLC will be Nancy Vega and Bianca T. Vega. Pursuant to the Business Purchase Agreement entered on 7/24/13 between both parties, "[Clinical Laser Aesthetics] will not be responsible for incidents/adverse reaction stemming from any date prior to the acquisition."

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

All rights to acquire the interests, shares, obligations and/or other securities of each merged party shall be converted in whole into the rights to acquire of Clinical Laser Aesthetics, LLC, pursuant to Florida Statutes and applicable laws, and the Business Purchase Agreement entered on 7/24/13.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Not applicable.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

Please refer to Business Purchase Agreement entered into between both parties on 7/24/13.

(Attach additional sheet if necessary)

BUSINESS PURCHASE AGREEMENT

July 19, 2013

This sales agreement serves as a binding contract between Clinical Laser Aesthetics and Lasergenex for the purchase of the laser tatoo removal business operating as Lasergenex LLC.

Purchase Price:

The purchase price of $15,000 shall be paid in one lump sum.

Transfer of Assets:

The following assets will be transferred at execution of the sale:
1 Medlite IV Laser
1 Chiller
1 Treatment Chair
2 Tablet Computers
1 Desktop computer
1 Phone Number
Various protective glasses
Contents of website http://tattooremovalfl.com/
    Note: does not include web hosting services.
Use of the Lasergenex name

All assets are provided in AS IS condition. Assets will be transferred once funds from the purchase clear.

Buyer's Responsibilities to Existing Clients:

Clinical Laser Aesthetics agrees to honor existing commitments to current Lasergenex clients regarding previously purchased service packages for both hair and tattoo removal. The buyer will not be responsible for incidents/adverse reactions stemming from any date prior to acquisition.

Buyer: **Seller: Lasergenex, LLC**

By: ______________ **By:** ______________

Date: 7/24/13