

L06000089221

(Requestor's Name)

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EFFECTIVE DATE

2/8/08

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TALLAHASSEE FLORIDA
SECRETARY OF STATE

08 FEB - 8 PM 2:54

FILED

N. Culligan

FEB 15 2008



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 11, 2008

BRYAN L. PUTNAL
SMITH HULSEY & BUSEY
PO BOX 53315
JACKSONVILLE, FL 32201-3315

SUBJECT: EF MEDICAL, LLC
Ref. Number: L06000089221

We have received your document for EF MEDICAL, 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):

Limited Liability Companies are not corporations. Limited Liability Companies are unique business entities with special characteristics and attributes formed under Chapter 608, Florida Statutes. Corporations, on the other hand, are formed under Chapter 607, Florida Statutes, and possess other distinctive traits and characteristics. Consequently, limited liability company documents cannot contain any references/terms which may implicate the entity is a corporation. Please delete any references to the term "corporation" or the like from your document.

The effective date must be specific and cannot be prior to the date of filing.

This document was recieved in our office on 2/8/08.

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) 245-6067.

Neysa Culligan
Document Specialist

Letter Number: 908A00008792

*go back to original
file date*

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: EF MEDICAL, 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:

Bryan L. Putnal

(Contact Person)

SMITH HULSEY & BUSEY

(Firm/Company)

P. O. Box 53315

(Address)

Jacksonville, Florida 32201-3315

(City, State and Zip Code)

For further information concerning this matter, please call:

Bryan L. Putnal

(Name of Contact Person)

at (904) 359-7754

(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

ARTICLES OF MERGER
of
EF MEDICAL I, LLC
(a Florida limited liability company)
with and into
EF MEDICAL, LLC
(a Florida ~~not for profit corporation~~
limited liability company)

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TALLAHASSEE FLORIDA

Pursuant to Section 608.438 of the Florida Limited Liability Company Act, EF MEDICAL, LLC, a Florida limited liability company ("EF"), and EF MEDICAL I, LLC, a Florida limited liability company ("EFI"), hereby submit these Articles of Merger:

1. A copy of the Agreement and Plan of Merger (the "Plan") with respect to the merger of EFI with and into EF is attached to these Articles of Merger as Exhibit "A" and is specifically incorporated herein by this reference.

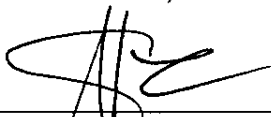
2. The effective date of the merger shall be February 8, 2008.

3. The Plan was approved by EF in accordance with the applicable provisions of the Florida Limited Liability Company Act. L060000 89221

4. The Plan was approved by EFI, in accordance with the applicable provisions of the Florida Limited Liability Company Act. L0800000 8657

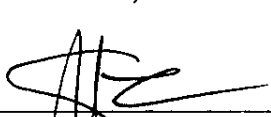
IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names this 5th day of February, 2008.

EF MEDICAL, LLC



John P. Foshce
Manager

EF MEDICAL I, LLC



John P. Foshce
Manager

AGREEMENT AND PLAN OF MERGER

of

EF MEDICAL I, LLC
(a Florida Limited Liability Company)

with and into

EF MEDICAL, LLC
(a Florida Limited Liability Company)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 5th day of February, 2008, between **EF MEDICAL, LLC**, a Florida limited liability company ("EF Investment") and **EF MEDICAL I, LLC**, a Florida limited liability company ("EFI") (EF and EFI are hereinafter collectively referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, EF is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 1603 Minerva Avenue, Jacksonville, Florida 32207;

WHEREAS, EFI is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 1603 Minerva Avenue, Jacksonville, Florida 32207; and

WHEREAS, all of the respective members of each of the Constituent Entities have deemed it advisable to merge EFI with and into EF (the "Merger"), and have unanimously approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual-agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Constituent Entities have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

On the Effective Date, as defined in Article VII below, the Merger shall become effective, at which time the separate existence of EFI shall cease and EFI shall be merged, pursuant to Florida law, with and into EF, which shall continue its existence and be the entity surviving the Merger (the "Surviving Entity").

ARTICLE II

The Surviving Entity shall be governed by the laws of the State of Florida.

ARTICLE III

On the effective date of the Merger, the separate existence of EFI shall cease, and EF, as the Surviving Entity, shall succeed to all of the rights, privileges, immunities, and franchises, and all of the property, real, personal, and mixed, of EFI, without the

necessity for any separate transfer. The Surviving Entity shall then be responsible and liable for all liabilities and obligations of EFI, if any, and neither the rights of creditors nor any liens on the property of the absorbed entity shall be impaired by the Merger.

ARTICLE IV

The current Articles of Organization of the Surviving Entity shall continue to be its Articles of Organization following the effective date of the merger. The Operating Agreement of the Surviving Entity shall continue to be its Operating Agreement following the effective date of the merger.

ARTICLE V

The current manager of the Surviving Entity shall continue to be the manager of the Surviving Entity for the full unexpired terms of his office and until his successor has been elected or appointed and qualified following the effective date of the merger.

ARTICLE VI

Prior to and from and after the Effective Date, the Constituent Entities shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Constituent Entities by appropriate resolution of their respective board of directors at any time prior to the Effective Date of the Merger.

ARTICLE VII

The effective date of this merger shall be February 8, 2008.

ARTICLE VIII

The membership interests in the Surviving Entity shall be recapitalized to be held by the members as follows:

	<u>Percentage Interest</u>
John P. Foshee	43%
Malcolm Jones, Jr.	25%
Christopher J. Eyrick	7%
Claire Botsch	6.25%
Robert E. Sandlin	6.25%

Andrew Linn	6.25%
Bryan L. Putnal	<u>6.25%</u>
Total:	100%

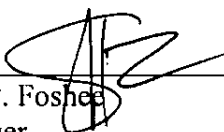
ARTICLE IX

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

[Signature Page Follows]

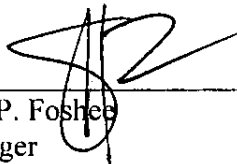
IN WITNESS WHEREOF, each of the Constituent Entities has caused this Agreement to be signed in its name by its duly authorized officers as of the date first above written.

EF MEDICAL I, LLC



John P. Foshee
Manager

EF MEDICAL, LLC



John P. Foshee
Manager

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