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TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Med Jets Now 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:

Jill H. Karana, Esq.

(Contact Person)

Howard & Howard Attorneys PC

(Firm/Company)

39400 Woodward Avenue, Suite 101

(Address)

Bloomfield Hills, MI 48304

(City, State and Zip Code)

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For further information concerning this matter, please call:

Jill H. Karana, Esq.

(Name of Contact Person)

at (248) 723-0352

(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**

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>
Med Jets Now, LLC	Michigan	LLC
Med Jets Now LLC	Florida	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>
Med Jets Now LLC	Florida	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.

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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:

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:

Not Applicable

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, 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: Not Applicable

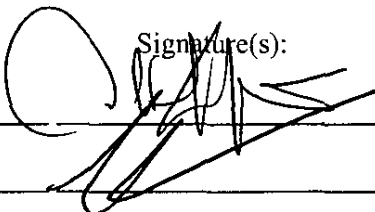
Mailing address:

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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:
Med Jets Now, LLC		David Katzman
Med Jets Now LLC		Michael Peat

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

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PLAN OF MERGER

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>
Med Jets Now, LLC	Michigan	limited liability company
Med Jets Now LLC	Florida	limited liability company

The merging parties set forth above shall be collectively referred to herein as the "Constituent Entities".

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>
Med Jets Now LLC	Florida	limited liability company

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

Upon the effective date of the merger as set forth in the FIFTH Article of the Certificate of Merger ("Effective Date"), in accordance with and as provided in this Plan of Merger:

1. The Constituent Entities shall merge into a single Florida limited liability company, which shall be Med Jets Now LLC (the "Surviving Entity"), and the separate existence of Med Jets Now, LLC, a Michigan limited liability company (the "Disappearing Entity") shall cease.

2. The Surviving Entity shall thereupon and thereafter have all the rights, privileges, immunities, and powers, and be subject to all of the duties and liabilities of, a limited liability company under Florida law, and shall have and possess all of the rights, privileges, immunities, and franchises, public or private, of the Constituent Entities.

2. All property (real, personal and mixed), all debts due on whatever account, all other choices in action, and all other assets or interests of any description of or belonging to or due to the Disappearing Entity shall be deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in the Disappearing Entity shall not revert or be in any way impaired by such merger.

3. The Surviving Entity shall be responsible and liable for all the liabilities and obligations of the Disappearing Entity, and all debts, liabilities, and duties of the Disappearing Entity shall attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred and/or contracted by it; a claim existing or

action or proceeding pending by or against the Disappearing Entity may be prosecuted as if such merger had not taken place, or the Surviving Entity may be substituted in the place of such Disappearing Entity; and the rights of creditors and any lien upon the property of the Disappearing Entity shall not be impaired by such merger.

4. All acts, policies, agreements, arrangements, approvals, and authorizations of the Constituent Entities, their members and agents, which were valid and effective immediately prior to the effective date, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Constituent Entities. The employees and agents of the Constituent Entities shall become the employees and agents of the Surviving Entity and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of the Constituent Entities.

5. On the Effective Date: (a) the assets of the Constituent Entities shall be taken up or continued on the books of the Surviving Entity in the amounts at which such assets shall have been carried on its books immediately prior to the Effective Date; and (b) the liabilities and reserves of the Constituent Entities shall be taken up or continued on the books of the Surviving Entity in the amounts at which liabilities and reserves shall have been carried on its books immediately prior to the Effective Date.

6. The Disappearing Entity shall, from time to time, as and when requested by the Surviving Entity or its successors or assigns, execute and deliver or cause to be executed and delivered such deeds, instruments, assignments, or assurances as the Surviving Entity may deem necessary or desirable in order to vest in and confirm in the Surviving Entity title to and possession of any property or rights of the Disappearing Entity acquired or to be acquired by reason of or as a result of this merger, or otherwise to carry out the purpose of this Plan of Merger, and any person who, immediately before the mergers became effective, was a member of a Constituent Entity is fully authorized in the name of such Constituent Entity to execute any and all such deeds, instruments, assignments, or assurances, or to take any and all action deemed necessary or appropriate to accomplish the intent of this Plan of Merger.

7. On the Effective Date, all of the outstanding membership interests of the Disappearing Entity shall be cancelled.

8. Other than set forth in the succeeding sentence, the Surviving Entity's Articles of Organization that are in effect immediately before the Effective Date shall be the Surviving Entity's Articles until amended in accordance with the Articles and applicable law. Article V of the Surviving Entity's Articles of Organization shall be replaced in its entirety with the following: "The limited liability company shall be managed by one or more managers. The name and address of the manager is: David I. Katzman, 100 West Big Beaver Road, Suite 130, Troy, MI 48084"

9. The Surviving Entity's Operating Agreement in effect immediately before the Effective Date shall be the Surviving Entity's Operating Agreement until amended in accordance with the Operating Agreement and applicable law.

FOURTH:

- A. The manner and basis of converting the interest, 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 or other property is as follows:

NOT APPLICABLE

- B. The manner and basis of converting rights to acquire the interest, 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:

NOT APPLICABLE

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

NONE

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

NONE

-END OF PLAN OF MERGER-

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