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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

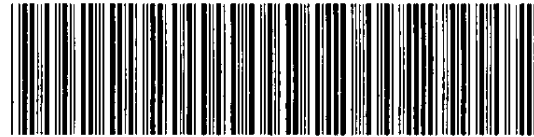
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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04/21/09--01032--006 **85.00

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STATE
TALLAHASSEE, FLORIDA

05/18/09--01004--004 **25.00

B. KOHR

MAY 18 2009

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Native Cardiovascular, 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:

Benjamin Kitabayashi, Paralegal

Contact Person

Fridman Law Group, PLLC

Firm/Company

287 Spring Street

Address

New York, NY 10013

City, State and Zip Code

info@ifridman.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Benjamin Kitabayashi, Paralegal

Name of Contact Person

at (212)

620-0935 x 3

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

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09 APR 21 PM 1:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Fridman Law Group, PLLC

287 Spring Street, New York, NY 10013

Tel: 212 620 0935 • Fax: 646 304 1030

FridmanLawGroup.com

info@ifridman.com

May 12, 2009

VIA FEDEX STANDARD OVERNIGHT

Florida Secretary of State
Department of State
Registration Section, Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301
Attn: Mr. William "Buck" Koh:

FILED
09 APR 21 PM 1:55
TALLAHASSEE, FLORIDA

Re: Certificate of Merger

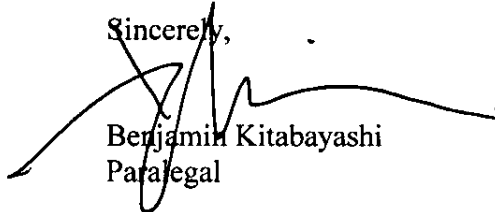
Dear Buck,

Please file the enclosed Certificate of Merger, merging CardioRemedy Delivery Solutions, Inc. with and into the surviving party, Native Cardiovascular, LLC. Also included is a copy of the Agreement and Plan of Merger.

A check in the amount of \$25.00 has also been included along with this submission to satisfy the remaining balance due for this transaction.

Please feel free to contact me at (212) 620-0935 x 3 if you should have any questions or require further information.

Sincerely,



Benjamin Kitabayashi
Paralegal

cc: Native Cardiovascular
CardioRemedy Delivery Solutions, Inc.

FILED
09 APR 21 PM 1:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**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> |
|----------------------------------|---------------------|-------------------------|
| Technology Capital Partners, LLC | FL | LLC |
| <u>LOG000001196</u> | | |
| | | |
| | | |

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> |
|----------------------------|---------------------|-------------------------|
| Native Cardiovascular, 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.

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:

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:

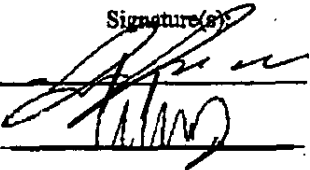

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

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: |
|---|---|---------------------------------------|
| <u>Native Cardiovascular, LLC</u> |  | <u>Joseph V. Pergolizzi, Jr. M.D.</u> |
| <u>Technology Capital Partners, LLC</u> |  | <u>Young D. Kim, M.D.</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| | |
|-----------------------------------|--|
| Corporations: | Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i> |
| 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 |

| | |
|-------------------------------------|---------|
| <u>Fees:</u> | |
| 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 |

| | |
|--|---------|
| <u>Certified Copy (optional):</u> | \$30.00 |
|--|---------|

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> |
|----------------------------------|---------------------|-------------------------|
| Technology Capital Partners, LLC | FL | 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> |
|----------------------------|---------------------|-------------------------|
| Native Cardiovascular, LLC | Florida | LLC |

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

See attached Agreement and Plan of Merger

(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:

See attached Agreement and Plan of Merger

(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:

See attached Agreement and Plan of Merger

(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:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of the ____ day of February, 2009 by and between Technology Capital Partners, LLC a Florida limited liability company (the "TCP") and Native Cardiovascular, LLC, a Florida LLC ("Native").

WHEREAS, TCP is a limited liability company duly organized and existing under the laws of the State of Florida, owned of record and beneficially by the Members as set forth in Exhibit A, attached hereto (the "TCP Membership Interest"); and

WHEREAS, the Members of TCP and the Members of Native have declared it advisable to the parties that TCP be merged with and into Native; and

WHEREAS, the Members of TCP and the Members of Native have approved the merger of TCP into Native;

NOW, THEREFORE, in consideration of the terms hereof, the parties hereto hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I

THE MERGER

1.1 The Merger

Upon the terms and conditions hereof, on the Effective Date (as hereinafter defined), TCP shall be merged with and into Native in accordance with the applicable laws of the State of Florida (the "Merger"). The separate existence of TCP shall cease, and Native shall be the surviving company.

1.2 Effective Date

The Merger shall become effective upon the filing of the Merger Certificate with the state of Florida (the "Effective Date").

1.3 Articles of Organization

On the Effective Date, the Articles of Organization of Native, as in effect immediately prior to such Effective Date, shall continue in full force and effect as the Articles of Organization of the surviving company.

1.43 Shareholder Agreement

On the Effective Date, the Operating Agreement of Native dated as of January 18, 2008 (the "Operating Agreement"), as in effect immediately prior to such Effective Date, shall remain the Shareholder Agreement of Native.

1.5 Directors and Officers

The directors and officers of the Delaware Corporation immediately prior to the Effective Date shall be the directors and officers, respectively, of the surviving company and shall serve as such until their successors have been duly elected and qualified or until otherwise provided by applicable Florida law or the Shareholder Agreement.

ARTICLE II

SHARES

On the Effective Date, the TCP Membership Interest immediately prior to the Effective Date shall be cancelled, and automatically converted into shares of Native.

ARTICLE III

EFFECT OF MERGER

3.1 Rights, Privileges, Etc.

Upon the Effective Date, the Merger shall have the effect as set forth in Section 608.4382 of the Florida Statutes.

3.2 Further Assurances

From time to time, as and when required by Native or by its successors and assigns, there shall be executed and delivered by and on behalf of the TCP such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in TCP the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of TCP and otherwise to carry out the purposes of this Agreement, and the Managers of Native are fully authorized in the name and on behalf of TCP or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV

GENERAL

4.1 Amendment

At any time prior to the Effective Date, this Agreement may be amended or modified only by a written instrument duly executed by the parties hereto.

4.2 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

4.3 Counterparts

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written.

Technology Capital Partners, LLC

By: 

Name: Dr. Joe Pergolizzi

Title: Principal

Native Cardiovascular, LLC

By:  2/19/09

Name: Dr. Young D. Kim, M.D.

Title: Principal