

Division of Corporations

Page 1 of 1

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Florida Department of State
Division of Corporations
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L. SELLERS

MAR 10 2009

From:

Account Name : CUMMINGS & LOCKWOOD
Account Number : 102336001100
Phone : (239) 649-3186
Fax Number : (239) 263-0703

EXAMINER**MERGER OR SHARE EXCHANGE****JACK WELCH LLC**

Certificate of Status	0
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Corporate Filing Menu

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CERTIFICATE OF MERGER
for
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following Limited Liability Companies in accordance with s. 608.438, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Doc. Number</u>
JACK WELCH, LLC	FLORIDA	L09000022763

Second: The exact name, form/entity type and jurisdiction of the merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Doc. Number</u>
JACK WELCH, LLC	CONNECTICUT	0690980

Third: The attached plan of merger was approved by each domestic limited liability company, that is a party to the merger in accordance with the applicable provisions of Chapters 608, Florida Statutes.

Fourth: The attached plan of merger was approved by the 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: The merger shall become effective on the date the Certificate of Merger is filed with the Florida Department of State.

Sixth: SIGNATURES FOR EACH COMPANY:

JACK WELCH, LLC,
a Massachusetts limited liability company

By: _____

John F. Welch, Jr., Member/Manager

JACK WELCH, LLC,
a Florida limited liability company

By: _____

John F. Welch, Jr., Member/Manager

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with s. 608.430 and is being submitted in accordance with s. 608.430, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
JACK WELCH, LLC	Connecticut

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
JACK WELCH, LLC	Florida

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

1. The Operating Agreement of JACK WELCH, LLC, a Florida limited liability company ("Jack Welch FL"), will be the Operating Agreement of the surviving company.
2. The surviving company shall be responsible for all liabilities and obligations of each of the limited liability companies.
3. The surviving company shall pay to any members with appraisal rights the amount to which such members are entitled under ss. 608.4351-608.43595, F.S.
4. Any property, real, personal and mixed, and all debts due on whatever account, including promises to make capital contributions, and all other choses in action, and all and every other interest of or belonging to or due to each party to the merger shall be vested in the survivor without further act or deed.

FOURTH:

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

The Member of the surviving limited liability company is the same Member as the merging limited liability company. Therefore the conversion of the membership percentage interest and obligations will be converted to the Member on a one-to-one basis from the merging to surviving company.

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

The Member of the surviving company is the same Member as the merging limited liability company. Therefore the conversion of rights to acquire interest, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving company, in whole or in part, into cash or other property will be a one-to-one basis for the Member, from the merging to surviving company.

FIFTH: The name and address of the Manager of the surviving company is as follows:

Name

Address

John F. Welch, Jr.

PO Box 31629
Palm Beach Gardens, Florida 33420

SIXTH: All statements that are required by the laws Connecticut jurisdiction under which each Non-Florida business company that is a party of the merger is formed, organized or incorporated are as follows:

Jack Welch, LLC, a Connecticut limited liability company ("Jack Welch CT"), shall be merged with and into Jack Welch FL, which shall be the surviving limited liability company at the effective time and date of the merger and which shall continue to exist as the surviving limited liability company under its present name pursuant to the provisions of the laws of the State of Florida. The separate existence of Jack Welch CT shall cease at the effective time and date of the merger pursuant to the terms of C.G.S. §34-197(2).

The present Articles of Organization of Jack Welch FL shall be the Articles of Organization of the surviving limited liability company and such Articles of Organization shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the State of Florida.

The present Operating Agreement of Jack Welch FL will be the Operating Agreement of the surviving limited liability company and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Florida.

The sole manager of Jack Welch FL at the effective time and date of the merger shall be the sole manager of the surviving limited liability company, and he shall hold his office until his successor is elected and qualified, or until his tenure is otherwise terminated in accordance with the Operating Agreement of Jack Welch FL.

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The sole member of Jack Welch FL is also the sole member of the merging limited liability company. Therefore the membership percentage interest and obligations of such member will be converted on a one-to-one basis from the merging to surviving company.

The Plan of Merger herein made and approved shall be submitted to the sole member of both Jack Welch CT and Jack Welch FL for his approval or rejection as prescribed by the relevant statutes of the respective states of formation of Jack Welch CT and Jack Welch FL.

In the event that the Plan of Merger is approved by the sole member of each of Jack Welch CT and Jack Welch FL, Jack Welch CT and Jack Welch FL hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and the State of Connecticut in connection with this merger, and that they will cause to be performed all necessary acts to effectuate the merger.

The sole manager of Jack Welch CT and the sole manager of Jack Welch FL, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger as provided herein.