

LD9000110270

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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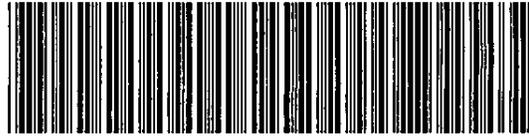
(Business Entity Name)

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TALLAHASSEE, FLORIDA
12 MAR 30 AM 11:20
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D. BRUCE

APR 02 2012

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: MED WASTE MANAGEMENT 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:

AVROHOM PRAGER
Contact Person

MED WASTE MANAGEMENT LLC
Firm/Company

1860 52ND ST., APT. 1E
Address

BROOKLYN, NY 11204
City, State and Zip Code

ABE@MEDWASTEMGMT.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

AVROHOM PRAGER at (908) 910-2010
Name of Contact Person 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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12 MAR 30 AM 11: 30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER
of
MED WASTE MANAGEMENT LLC
with and into
MED WASTE MANAGEMENT LLC

Pursuant to the provisions of the New York Consolidated Laws and the Florida Statutes, Med Waste Management LLC, a Florida limited liability company (the "**Merging Entity**") and Med Waste Management LLC, a New York limited liability company (the "**Surviving Entity**") hereby submit the following Certificate of Merger for the merger of the Merging Entity with and into the Surviving Entity (the "**Merger**") and certify as follows:

1. Parties to the Merger. The name, state of formation, and form of organization of each domestic and foreign entity that is a party to the Merger are as follows:

<u>Name:</u>	<u>State of Formation & Organizational Form:</u>
Med Waste Management LLC	Florida limited liability company LO9000110270
Med Waste Management LLC	New York limited liability company

2. Surviving Entity. The surviving entity of the Merger is Med Waste Management LLC, a New York limited liability company. No new entity will be created in the Merger.

3. Approval of Plan of Merger By Merging Entity. The attached Agreement and Plan of Merger (the "**Plan**") was approved by the Merging Entity in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

4. Approval of Plan of Merger By Surviving Entity. The attached Plan was approved by the Surviving Entity in accordance with the applicable laws of the jurisdiction of formation under which the Surviving Entity is organized.

5. Effective Date. The Merger shall be effective upon the filing of this Certificate of Merger.

6. Surviving Entity's Principal Office Address. The Surviving Entity's principal office address in its home state is located at 1860 52nd St., Apt. 1E, Brooklyn, NY 11204.

7. Appraisal Rights. The Surviving Entity agrees to pay to any members with appraisal rights the amount to which such members are entitled under the Florida Statutes.

8. Agent for Service of Process. The Surviving Entity appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of the Merging Entity that merged into the Surviving entity, including any appraisal rights of its members under the Florida Statutes. The Secretary of State may use the street and mailing address of 1860 52nd St., Apt. 1E, Brooklyn, NY 11204 for purposes of Section 48.181 of the Florida Statutes.

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12 MAR 30 AM 11:38
TALLAHASSEE, FLORIDA
FLORIDA SECRETARY OF STATE

IN WITNESS WHEREOF, the undersigned execute this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument to be effective as of 11:59 p.m. Central Standard Time on March 30, 2012.

SURVIVING ENTITY

MED WASTE MANAGEMENT LLC,
a New York limited liability company:



Avrohom Prager, Member

MERGING CORPORATION

MED WASTE MANAGEMENT LLC,
a Florida limited liability company:



Avrohom Prager, Member

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12 MAR 30 AM 11:30
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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into on March 30, 2012, between Med Waste Management LLC, a New York limited liability company ("Med Waste New York"), and Med Waste Management LLC, a Florida limited liability company ("Med Waste Florida").

RECITALS:

Med Waste Florida was originally intended to be established as a registered foreign limited liability company allowing Med Waste Management New York to conduct business in Florida. This Agreement is intended to return all assets, licenses, and permits to Med Waste New York.

The sole member of Med Waste New York and Med Waste Florida has determined that it is in its respective best interest for Med Waste New York and Med Waste Florida to merge together as one limited liability company, which shall be named "Med Waste Management LLC" upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

**ARTICLE I
Definitions**

1.1 **Defined Terms.** As used in this Agreement, each of the following terms has the meaning given in this Section or in the Sections referred to below.

"Agreement" means this Agreement and Plan of Merger, as amended, supplemented or modified from time to time.

"Articles" has the meaning specified in Section 2.3.

"Certificate of Merger" has the meaning specified in Section 2.6.

"Closing" has the meaning specified in Section 2.5.

"Effective Time" has the meaning specified in Section 2.6.

"Merger" has the meaning specified in Section 2.1.

"Person" means an individual, corporation, limited liability company, partnership, trust, joint stock company, joint venture, sole proprietorship or other entity.

"Surviving Corporation" has the meaning specified in Section 2.2.

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TALLAHASSEE, FLORIDA

1.2 **References and Titles.** All references in this Agreement to Exhibits, Schedules, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Articles, Sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of such Articles, Sections, subsections or other subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The words "this Agreement," "herein," "hereby," "hereunder," and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words "this Section" and "this subsection", and words of similar import, refer only to the Sections or subsections hereof in which such words occur. The word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation." Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise expressly requires.

Merger

ARTICLE II MERGER

2.1 **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Med Waste Florida shall be merged with and into Med Waste New York (the "**Merger**") in accordance with the terms of, and subject to the conditions set forth in, this Agreement, the New York Consolidated Laws, and the Florida Statutes. Following the Merger, Med Waste New York, shall continue as the surviving corporation in the Merger (sometimes hereinafter referred to as the "**Surviving Corporation**") and the separate corporate existence of Med Waste Florida shall cease.

2.2 **Effect of the Merger.** At and after the Effective Time, the Merger shall have the effects set forth in the New York Consolidated Laws and the Florida Statutes. Without limiting the generality of the foregoing and subject thereto, at the Effective Time all the property, rights, permits, licenses, privileges, immunities, powers and franchises of Med Waste Florida shall vest in Med Waste New York, and all debts, liabilities, obligations and duties of Med Waste Florida shall become the debts, liabilities, obligations and duties of Med Waste New York.

2.3 **Governing Instruments, Directors and Officers of the Surviving Corporation.**

(a) The Articles of Organization of Med Waste New York, in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Corporation following the Merger (the "**Articles**"), until amended in the manner provided in the Articles and applicable law.

(b) The officers of Med Waste New York immediately prior to the Effective Time shall be the officers of the Surviving Corporation following the Merger and shall hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided by applicable law.

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ALABAMA

2.4 **Effect on Med Waste Florida Membership Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of Med Waste Florida, the membership interests of Med Waste Florida outstanding immediately prior to the Effective Time shall be cancelled and extinguished, in exchange for no consideration therefor, and shall be of no further force or effect.

2.5 **Closing.** The closing of the Merger (the “**Closing**”) shall take place by such method as is mutually agreeable to Med Waste New York and Med Waste Florida, on the date of this Agreement.

2.6 **Effective Time.** As a part of the Closing, Med Waste New York shall cause a Certificate of Merger meeting the requirements of Section 608.4382 of the Florida Statutes and Section 1003 of the New York Consolidated Laws (the “**Certificate of Merger**”) to be properly executed and filed with the Secretary of State of the State of Florida and the State of New York in accordance with the terms and conditions of their respective statutes as soon as possible after the Closing on the Date of Closing. The Merger shall become effective at the time of filing of the Certificate of Merger with the Secretary of State of the State of New York in accordance with the New York Consolidated Laws (the “**Effective Time**”).

**ARTICLE III
Miscellaneous**

3.1 **Amendment.** This Agreement may not be amended except by written instrument executed on behalf of each of the parties hereto.

3.2 **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and either delivered personally, by facsimile transmission, or by registered or certified mail (postage prepaid and return receipt requested) and shall be deemed given when received (or, if mailed, five business days after the date of mailing) at the following addresses or facsimile transmission numbers (or at such other address or facsimile transmission number for a party as shall be specified by like notice):

If to Med Waste New York:

1860 52nd St. Apt. 1e
Brooklyn, NY 11204

If to Med Waste Florida:

1860 52nd St. Apt 1e
Brooklyn, NY 11204

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12 MAR 30 AM 11:00
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TALLAHASSEE, FLORIDA

3.3 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when three or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same agreement.

3.4 **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

3.5 **Entire Agreement; No Third Party Beneficiaries.** This Agreement (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) is solely for the benefit of the parties hereto and their respective successors and assigns and does not confer on any other person any rights or remedies hereunder.

3.6 **Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Texas regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

3.7 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

3.8 **No Affiliate Liability.** No past, present or future member, officer, employee, agent or affiliate of any party hereto shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or in connection with the transactions contemplated by this Agreement, and each party hereby waives and releases all claims of any such liability and obligation.

[SIGNATURE PAGE FOLLOWS]

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12 MAR 30 AM 11:30
CLERK OF DISTRICT COURT
TALAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date or dates indicated below, to be effective as of the date first set forth above.

MED WASTE NEW YORK

MED WASTE MANAGEMENT LLC,
a New York limited liability company:

By: _____
Name: Avrohom Prager
Title: Member

MED WASTE FLORIDA

MED WASTE MANAGEMENT LLC,
a Florida limited liability company:

By: _____
Name: Avrohom Prager
Title: Member

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