

L100000016547

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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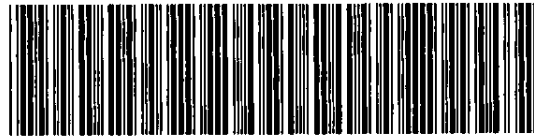
(Business Entity Name)

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Certified Copies _____ Certificates of Status _____

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RECEIVED
10 MAR 12 PM 4:14
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
10 MAR 12 PM 3:11
SECRETARY OF STATE
DIVISION OF CORPORATIONS

B. KOHR

MAR 15 2010

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 315145 4313323
AUTHORIZATION : *Suzy Welch*
COST LIMIT : \$ 50.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 MAR 12 PM 3:11

ORDER DATE : March 12, 2010

ORDER TIME : 3:08 PM

ORDER NO. : 315145-010

CUSTOMER NO: 4313323

ARTICLES OF MERGER

SUZY WELCH, LLC

INTO

SUZY WELCH, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XXX PLAIN STAMPED COPY

CONTACT PERSON: Matthew Young

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 15, 2010

MATTHEW YOUNG
CSC
TALLAHASSEE, FL

SUBJECT: SUZY WELCH, LLC
Ref. Number: L10000016547

RESUBMIT
Please give original
submission date as file date.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 MAR 12 PM 3:11

We have received your document for SUZY WELCH, LLC and the authorization to debit your account in the amount of \$50.00. However, the document has not been filed and is being returned for the following:

The PLAN OF MERGER referred to as being attached is not attached. The plan of merger is a required part of this filing.

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) 245-6914.

Buck Kohr
Regulatory Specialist II

Letter Number: 010A00006274

RECEIVED
10 MAR 15 PM 2:02
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER

The following Certificate of Merger is being submitted in accordance with section 608.4382, Florida Statutes.

FIRST: The exact name, street address of the principal office, jurisdiction, and entity type for each merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
SUZY WELCH, LLC 40 Beacon Street Boston, MA 02108	Massachusetts	Limited Liability Company

Massachusetts File Number: 200468312990 FEI Number: 20-1051067

SECOND: The exact name, street address of the principal office, jurisdiction, and entity type for each surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
SUZY WELCH, LLC 8000 Health Center Blvd., Suite 300 Bonita Springs, FL 34135 Attention: Howard M. Hujsa, Esq.	Florida	Limited Liability Company

Florida Document/Registration Number: L10000016547 FEI Number: 27-1954287

THIRD: The attached agreement and plan of merger meets the requirements of section 608.438, Florida Statutes, and was approved by both the domestic limited liability company and the foreign limited liability company that are parties to the merger in accordance with Chapters 608, Florida Statutes.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of organization or operating agreement of any domestic limited liability company or certificate of formation or operating agreement of any foreign limited liability company that is a party to the merger.

FIFTH: The merger shall become effective as of:

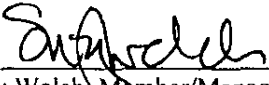
The date the Certificate of Merger is filed with Florida Department of State.

SIXTH: The Certificate of Merger complies and was executed in accordance with the laws of each party's applicable jurisdiction.


SEVENTH: Signatures for Each Party:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 MAR 12 PM 3:11

SUZY WELCH, LLC,
a Massachusetts limited liability company

By: 
Suzy Welch, Member/Manager

SUZY WELCH, LLC,
a Florida limited liability company

By: 
Suzy Welch, Member/Manager

2610766_2.doc 2/23/2010

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**") is made and entered into as of the 9th day of March, 2010, by and between **SUZY WELCH, LLC**, a Florida limited liability company (the "**FL LLC**") and **SUZY WELCH, LLC**, a Massachusetts limited liability company (the "**MA LLC**"). The FL LLC and the MA LLC are sometimes referred to herein as the "**Constituent Companies**."

WITNESSETH:

WHEREAS, the sole Manager and Member of the FL LLC and the sole Manager and Member of the MA LLC have determined that it is advisable that the MA LLC be merged with and into the FL LLC and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Florida and the State of Massachusetts which permit such merger.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

ARTICLE I. THE MERGER

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the MA LLC shall merge with and into the FL LLC (the "**Merger**") and the FL LLC shall continue as the surviving company (the "**Surviving Company**"), subject to the laws of the State of Florida. The Merger shall be pursuant to and shall have the effect provided for in the Massachusetts Limited Liability Company Act of the State of Massachusetts (the "**MA Act**") and the Florida Limited Liability Company Act (the "**FL Act**," the MA Act and the FL Act may, as applicable, each be referred to herein as the "**Act**," and may be collectively referred to herein as the "**Acts**").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The FL LLC shall become the Surviving Company, and the separate existence of the MA LLC shall cease, except to the extent provided by the Acts in the case of a limited liability company after its merger with and into a limited liability company;

(b) The Surviving Company shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any Constituent Company on whatever account. All interests of, belonging or due to, either of the Constituent Companies shall thereupon be deemed to be transferred to and vested in the Surviving

Company without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Companies shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Company shall be responsible for all debts, liabilities and obligations of each of the Constituent Companies and each claim existing and each action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, and the Surviving Company may be substituted in the place of such Constituent Companies. No right of any creditor of either Constituent Company and no lien upon the property of either Constituent Company shall be impaired by the Merger.

(d) The name and address of the Manager of the Surviving Company is **SUZY WELCH**, c/o 8000 Health Center Blvd., Suite 300, Bonita Springs, FL 34135, Attention: Howard M. Hujisa, Esq.

ARTICLE II. ARTICLES OF ORGANIZATION, CERTIFICATE OF FORMATION AND OPERATING AGREEMENTS

Section 2.1. Articles of Organization and Certificate of Formation. The Articles of Organization of the FL LLC, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Company from and after the Effective Date. Such Articles of Organization shall continue in effect until amended, restated or repealed in accordance with applicable law and the Articles of Organization of the Surviving Company. The Certificate of Formation of the MA LLC shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Operating Agreements. The Operating Agreement of the FL LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Company from and after the Effective Date. Such Operating Agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the Articles of Organization and the Operating Agreement of the Surviving Company. The Operating Agreement of the MA LLC shall terminate and be of no force or effect as of the Effective Date.

ARTICLE III. MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS

As of the Effective Date, pursuant to this Agreement and without any action on the part of any member of the FL LLC or any member of the MA LLC, all of the issued and outstanding Membership Interests of the MA LLC shall be converted into Membership Interests of the same percentage of ownership interests held in the FL LLC.

**ARTICLE IV.
EFFECTIVENESS OF MERGER**

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

- (i) The certificate of merger shall be executed and filed with the Florida Department of State and the certificate of merger/consolidation and cancellation shall be executed and filed with the Massachusetts Secretary of State in accordance with the Acts; and
- (ii) the Constituent Companies shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon the filing of the certificate of merger with the Florida Department of State and the filing of the certificate of merger/consolidation and cancellation with the Massachusetts Secretary of State (the "Effective Date").

**ARTICLE V.
TERMINATION AND AMENDMENT**

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the sole Manager and Member of the FL LLC or by the sole Manager and Member of the MA LLC. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Article, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Companies, or the sole Manager and Member.


Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the sole Manager and Member of the FL LLC or the sole Manager and Member of the MA LLC at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the sole Manager and Member of the FL LLC or the sole Manager and Member of the MA LLC shall not (i) alter or change the amount or kind of membership interests to be received, (ii) alter or change any term of the Articles of Organization of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the Member of the FL LLC or the Member of the MA LLC.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Company or its successors or assigns determines that any documentation, action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Company with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Companies, the manager of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any Constituent Company or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Company or otherwise, all such other actions and things.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

SUZY WELCH, LLC, a Florida limited liability company

By: 
Name: **SUZY WELCH**
Title: Manager

SUZY WELCH, LLC, a Massachusetts limited liability company

By: 
Name: **SUZY WELCH**
Title: Manager