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Division of Corporations

Florida Department of State
Division of Corporations
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Email Address: jeff.cooper@brightstarcare.com

**MERGER OR SHARE EXCHANGE
S & J HEALTHCARE, L.L.C.**

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$58.75

\$80.00

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Electronic Filing Menu

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**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
S & J Healthcare, L.L.C.	Florida	L.L.C.
All Points Medical Transportation, L.L.C.	Florida	L.L.C.

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>
S & J Healthcare, L.L.C.	Florida	L.L.C.

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

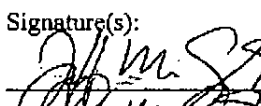
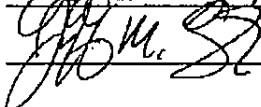
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
S & J Healthcare, L.L.C.		Jeffrey Cooper
All Points Medical Transportation, L.L.C.		Jeffrey Cooper
_____	_____	_____
_____	_____	_____

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 an authorized person

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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EXHIBIT A TO ARTICLES OF MERGER

**PLAN AND AGREEMENT OF MERGER
BY AND BETWEEN ALL POINTS MEDICAL TRANSPORTATION, L.L.C.
A FLORIDA LIMITED LIABILITY COMPANY
WITH AND INTO
S & J HEALTHCARE, L.L.C.
A FLORIDA LIMITED LIABILITY COMPANY**

THIS PLAN OF MERGER ("Agreement") is entered into as of October 9, 2015 by and between ALL POINTS MEDICAL TRANSPORTATION, L.L.C., an Florida limited liability company (the "Merging LLC"), having its principal office located at 923 North Lime Avenue, Sarasota, Florida 34237; and S & J HEALTHCARE, L.L.C., a Florida limited liability company (the "Surviving LLC"), having its principal office located at 306 North Rhodes Avenue, Unit 109, Sarasota, Florida 34237 (collectively, the "Constituent Entities"). The Agreement was adopted and approved by each of the Constituent Entities in accordance with Florida Statutes 605.1023.

RECITALS

A. The Merging LLC is a member-managed limited liability company and has authorized only voting membership interests to be issued; therefore, pursuant to section 605.0407(2), Florida Statutes, the management and conduct of the Merging LLC are vested in all of its members.

B. The Surviving LLC is a member-managed limited liability company and has authorized only voting membership interests to be issued; therefore, pursuant to section 605.0407(2), Florida Statutes, the management and conduct of the Surviving LLC are vested in all of its members.

C. The managing members holding all of the issued and outstanding membership interests of the Merging LLC, according to the Merging LLC's records, each own a fifty percent (50%) membership interest in the Merging LLC.

D. The managing members holding all of the issued and outstanding membership interests of the Surviving LLC, according to the Surviving LLC's records, each own a fifty percent (50%) membership interest in the Surviving LLC.

E. The Managing Members of the Merging LLC and the Managing Members of the Surviving LLC have deemed it advisable that the Merging LLC be merged with and into the Surviving LLC under and pursuant to the provisions of this Plan of Merger ("Plan") and in accordance with the applicable statutes of the State of Florida (the "Merger").

F. It is intended that this Plan of Merger meets the requirements of Section 708 of the Internal Revenue Code, as amended, as an Interests Over Merger so that the Merging LLC shall terminate and all assets and liabilities shall be deemed to be owned by the Surviving LLC.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Constituent Entities hereby agree pursuant to the applicable laws of the State of Florida, that the Merging LLC shall be, and it is hereby is, as of the Effective Date, merged with and into the

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Surviving LLC; and that the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as follows:

1. **Recitals.** The foregoing Recitals are hereby ratified and confirmed, and are true, correct and complete as hereby incorporated herein.

2. **Name and Jurisdiction of the Constituent Entities.**

a) **Merging LLC**

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document #</u>
All Points Medical Transportation, L.L.C. 923 North Lime Ave. Sarasota, Florida 34237	Florida	LLC	L13000115339

Surviving LLC

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document #</u>
S & J Healthcare, L.L.C. 306 North Rhodes Ave. Unit 109 Sarasota, Florida 34237	Florida	LLC	L11000025348

3. **Merger; Effectiveness.** The name of the Surviving LLC shall be S & J Healthcare, L.L.C., a Florida limited liability company, and shall be governed by the laws of the State of Florida. The purposes, powers and objects, identity, existence, privileges, franchises and immunities of the Surviving LLC are expanded in the Articles of Organization of the Surviving LLC (as filed with the Secretary of State of Florida), from and after the Effective Date of the Merger; and, the identity, existence, property, assets, rights, privileges, powers, franchises and immunities of the Merging LLC shall be merged with and into the Surviving LLC and the Surviving LLC shall be fully vested therewith. As of the Effective Date of the Merger, the separate existence of the Merging LLC, except insofar as it may be continued by statute, shall cease, pursuant to the laws of the State of Florida.

4. **Business Purpose.** Upon the Effective Date of the Merger, the business purpose of the Surviving LLC shall include the business purpose of the Merging LLC.

5. **Articles of Organization.** From and after the Effective Date of the Merger and until further amended as provided by the laws of the State of Florida, the Articles of Organization of the Surviving LLC shall be the Articles of Organization as filed with the Secretary of State.

6. **Management.** The name and business address of the managing members and officers for the Surviving LLC are:

<u>Name</u>	<u>Address</u>
Jeffrey Cooper, Managing Member, President, Secretary, and Treasurer	306 North Rhodes Avenue Unit 109 Sarasota, Florida 34237

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Susan Cooper, Managing Member and
Vice President

306 North Rhodes Avenue
Unit 109
Sarasota, Florida 34237

7. **Distribution to Members of Merging LLC.** The manner and basis of making distribution to the Members of the Merging LLC and the extinguishment or substitution for their membership interests, which constitutes all of all the issued and outstanding membership interests of the Merging LLC, as the case may be, shall be as follows:

The Members of the Merging LLC shall surrender all of their membership interests of the Merging LLC in exchange for equal ownership interests in the Surviving LLC. Upon surrender to the Surviving LLC of all of the membership interests owned by the members of the Merging LLC, such membership interests shall be cancelled and equal interests in the Surviving LLC shall be issued in equal percentages to the members of the Merging LLC. Subsequent to the Merger, the owners of the Merging LLC shall own all of the interests of the Surviving LLC in the same percentages as they own interests in the Merging LLC.

8. **Satisfaction of Rights of Dissenting Entity Shareholders.** The membership interests owned by the members of the Merging LLC, into which membership interests in the Surviving LLC shall have been or would have been converted and become exchangeable for under this Agreement, shall be deemed to have been paid in full satisfaction of such converted membership interests.

9. **Effect of Merger.**

a. On the Effective Date of the Merger, the Surviving LLC shall possess, all and singular, the rights, privileges, immunities, powers and franchises of a public, as well as a private nature, and be subject to all the restrictions, disabilities and duties of the Merging LLC, and all property, real, personal and mixed, of the Merging Corporation and all debts due the Merging LLC on whatever account, as well as for membership subscriptions and all other things in action or belonging to the Merging LLC, shall be vested in the Surviving LLC; and, all property, rights, privileges, powers and franchises, and all and every other interest shall be, thereafter, as effectually the property of the Surviving LLC as they were of the Merging LLC, and the title of any real estate vested by deed or otherwise in the Merging LLC shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of the Merging LLC shall be preserved unimpaired, and all debts, liabilities and duties of the Merging LLC shall thenceforth attach to the Surviving LLC and may be enforced against it to the same extent as if the said debts, liabilities and duties had been incurred or contracted by the Surviving LLC. The Surviving LLC may record a certified copy of the Articles of Merger in any county in which the Merging LLC holds an interest in real property.

b. If at any time after the Effective Date of the Merger, the Surviving LLC shall consider it to be advisable that any further conveyances, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm, or record in the Surviving LLC the title to any property, rights, privileges, powers and franchises of the Merging LLC or otherwise carry out the provisions of this Agreement, the proper officers of the Merging LLC last in office shall execute and deliver upon the Surviving LLC's request, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things necessary or proper to vest, perfect or confirm title to such property, rights, privileges, powers and franchises in the Surviving Corporation, and otherwise to carry out the provisions of this Agreement.

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10. **Filing with the Florida Secretary of State.** The Merging LLC and the Surviving LLC shall cause their respective officers and managing members to execute the Articles of Merger in the form annexed to this Agreement, and upon the execution of this Agreement, shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles of Merger and shall become an exhibit to such Articles of Merger. In accordance with Florida Statutes, the Articles of Merger shall be effective on the Effective Date of the Merger.

11. **Termination; Abandonment.** Notwithstanding the provisions hereof, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger as allowed by Florida law.

12. **Amendment and Waiver.** Either Constituent Entity may at any time prior to the Effective Date of the Merger by appropriate action taken and duly authorized in accordance with applicable law waive any of the terms and conditions of this Agreement or agree to an amendment or modification of this Agreement by an agreement, in writing, executed in the same manner (but not necessarily by the same persons) as this Agreement; provided, however, that after a favorable vote by the managing members of a party hereto, any such action shall be taken by that party only if, in the opinion of its officers managing members, respectively, so acting, such amendment or modification will not have a material and adverse effect on the benefits intended under this Agreement for the members, respectively, of such party and will not require re-solicitation of any proxies of such members.

IN WITNESS WHEREOF, each Constituent Entity has caused this Agreement to be executed by its appropriate authorized officer as of the Effective Date of the Merger.

MERGING LLC

ALL POINTS MEDICAL TRANSPORTATION, L.L.C.
a Florida limited liability company

By: 

Jeffrey Cooper
Its Managing Member

SURVIVING LLC

S & J HEALTHCARE, L.L.C.,
a Florida limited liability company

By: 

Jeffrey Cooper
Its Managing Member

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