

L11000028498

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

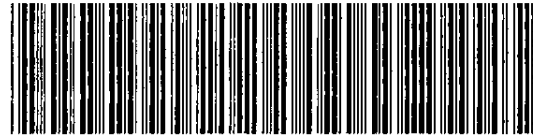
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



400197233254

03/11/11--01044--002 \*\*80.00

FILED  
2011 MAR 14 PM 2:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. LEWIS

MAR 14 2011

EXAMINER

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** HDL Threadform, 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:

Brian Burns

Contact Person

Firm/Company

360 Tomahawk Dr.

Address

Maumee, OH 43537

City, State and Zip Code

burnsb@hammillmfg.com

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

For further information concerning this matter, please call:

Brian Burns

Name of Contact Person

at ( 419 )

476-0789

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

FILED

2011 MAR 11 PM 4:25

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> |
|---------------------|---------------------|-------------------------|
| HDL Threadform, LLC | Ohio                | 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> |
|-------------------------------------|---------------------|-------------------------|
| L11000028498<br>HDL Threadform, 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:

March 20, 2011

**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: 2855 PGA Blvd.

Palm Beach Gardens, FL 33401

Mailing address: 2855 PGA Blvd.

Palm Beach Gardens, FL 33401

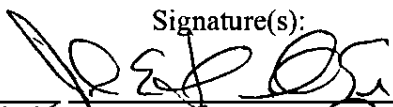
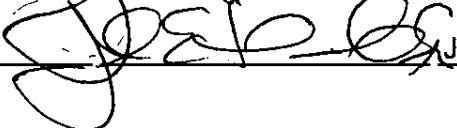
FILED  
2011 MAR 11 PM 4:25  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

FILED

2011 MAR 11 PM 2:25

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: |
|------------------------------|--|--------------------------------------|
| HDL Threadform, LLC          |  | John E. Hammill, Sr.                 |
| HDL Threadform, LLC          |  | John E. Hammill, Sr.                 |
|                              |  |                                      |
|                              |  |                                      |

|                                   |   |
|-----------------------------------|---|
| Corporations:                     | Chairman, Vice Chairman, President or Officer<br>(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 a member or authorized representative  |

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

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

FILED

**PLAN OF MERGER**

2011 MAR 14 PM 2:25

**HDL THREADFORM, LLC**  
**(an Ohio limited liability company)**  
**ONTO**  
**HDL THREADFORM, LLC**  
**(a Florida limited liability company)**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This is a Plan of Merger executed this 8<sup>th</sup> day of March , 2011, between HDL THREADFORM, LLC, an Ohio limited liability company (hereinafter "OHIO, LLC") and HDL THREADFORM, LLC, a Florida limited liability company (hereinafter "FLORIDA, LLC").

**WHEREAS**, OHIO, LLC is a limited liability company duly organized and existing under the laws of the State of Ohio, having been formed on July 16, 2009, under that name, and FLORIDA, LLC is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on March 7, 2011, under that name;

**WHEREAS**, John E. Hammill, Sr., Robert L. Doubler, and Jeffrey Lasner are the sole Members of OHIO, LLC;

**WHEREAS**, John E. Hammill, Sr., Robert L. Doubler, and Jeffrey Lasner are the sole Members of FLORIDA, LLC;

**WHEREAS**, the Members of OHIO, LLC deem it advisable for the general welfare and advantage of OHIO, LLC and its respective Members that the OHIO, LLC merge into FLORIDA, LLC, with the surviving entity being FLORIDA, LLC, pursuant to the this Plan of Merger and pursuant to the applicable provisions of the laws of the State of Florida;

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained, the parties agree, in accordance with the applicable provisions of the laws of the State of Florida, that OHIO, LLC shall be merged into a single limited liability company, to wit: FLORIDA, LLC, which shall continue its existence and be the limited liability company surviving the merger (such company being referred to sometimes herein as "Surviving LLC"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to

observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

1. *Merger.* OHIO, LLC is to be merged with FLORIDA, LLC upon the terms and conditions hereinafter set forth. FLORIDA, LLC is to be the resulting and continuing limited liability company and OHIO, LLC is to be terminated on March 20, the effective date of the merger.
2. *Purposes of business.* After the merger, FLORIDA, LLC shall continue its general business of designing and inventing orthopedic devices and related products, under the trade name of FLORIDA, LLC, which name is registered by the Florida Secretary of State and shall remain its property.
3. *Capital.* The capital of FLORIDA, LLC after the merger shall be owned as follows:

|                         |         |
|-------------------------|---------|
| a. John E. Hammill, Sr. | 33 1/3% |
| b. Robert L. Doubler    | 33 1/3% |
| c. Jeffrey Lasner       | 33 1/3% |
4. *Profits and Losses.* The net profits and losses of OHIO, LLC shall be allocated among the Members as set forth in the operating agreement of FLORIDA, LLC.
5. *Transfer of assets; assumption of liabilities.* On the effective date of the merger, OHIO, LLC will transfer to FLORIDA, LLC all of its assets and FLORIDA, LLC will simultaneously assume all of the obligations and liabilities of OHIO, LLC.
6. *Management.* Each Member shall have a voice in the management of Surviving, LLC. In all matters relating to the business of the Surviving, LLC, a decision of the Members owning more than 50% of the capital shall be controlling.
7. *Surviving operating agreement.* Except as superseded by the terms of this Plan of Merger, all of the provisions of the operating agreement of OHIO, LLC shall remain in full force and effect with Surviving, LLC.
8. *Representations of OHIO, LLC.* OHIO, LLC warrants and represents:
  - a. OHIO, LLC has delivered to FLORIDA, LLC any and all tax returns and other financial information necessary to determine the arm's length fair market value of OHIO, LLC.
  - b. Absence of changes. From and after the date of this Plan of Merger and prior to the effective time of the Merger, there will be no material adverse changes in the assets or liabilities or in the condition, financial or otherwise of OHIO, LLC, except changes occurring in the ordinary course of business.

- c. Title to property. OHIO, LLC has good and marketable title to all of its property and assets and there a no mortgages, security interests, liens, charges, or other encumbrances of any nature whatsoever on any of its property or assets.
- d. Lawsuits. OHIO, LLC is not a party to or threatened with any litigation, proceeding, or controversy, before any court or administrative agency.
- e. Except as otherwise disclosed, OHIO, LLC has no leases, agreements or commitments extending beyond the effective date of this Plan of Merger.

9. *Representations of FLORIDA, LLC.* FLORIDA, LLC warrants and represents:

- a. FLORIDA, LLC has delivered to OHIO, LLC any and all tax returns and other financial information necessary to determine the arm's length fair market value of FLORIDA, LLC.
- b. Absence of changes. From and after the date of this Plan of Merger and prior to the effective time of the Merger, there will be no material adverse changes in the assets or liabilities or in the condition, financial or otherwise of FLORIDA, LLC, except changes occurring in the ordinary course of business.
- c. Title to property. FLORIDA, LLC has good and marketable title to all of its property and assets and there a no mortgages, security interests, liens, charges, or other encumbrances of any nature whatsoever on any of its property or assets.
- d. Lawsuits. FLORIDA, LLC is not a party to or threatened with any litigation, proceeding, or controversy, before any court or administrative agency.
- e. Except as otherwise disclosed, FLORIDA, LLC has no leases, agreements or commitments extending beyond the effective date of this Plan of Merger.

10. *Interim Operations.* Between the date of this Plan of Merger and the effective date of the merger:

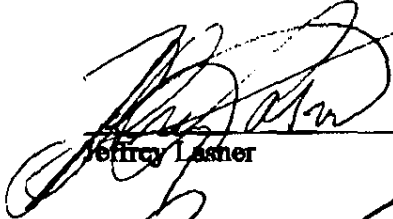
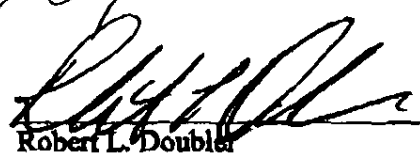
- a. OHIO, LLC will use its best efforts to provide or obtain from third parties any and all permissions necessary to transfer contract rights to the interests to FLORIDA, LLC.
- b. OHIO, LLC and FLORIDA, LLC will each carry on its business in substantially the same manner as heretofore and the assets, property, and rights now owned by each of them will be maintained, as practicable, in the usual and ordinary course of business.
- c. Neither OHIO, LLC and FLORIDA, LLC will sell, dispose or encumber any property or assets other than in the ordinary course of business.

11. *Entire Plan of Merger.* This Plan of Merger contains the entire understanding of the parties with respect to its subject matter and may not be amended, modified, altered, or varied except by an agreement in writing signed by all of the parties.

12. *Arbitration.* Any controversy or claim arising out of or related to this Agreement shall be submitted to arbitration, in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award may be entered without notice and enforced in any court having jurisdiction thereof.

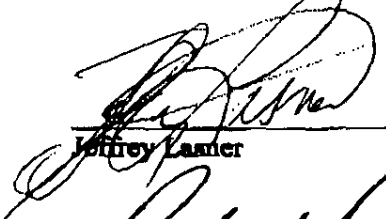
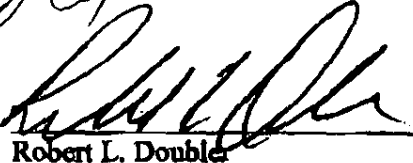
In witness whereof, the undersigned parties have signed this Plan of Merger as of the date first written above.

For HDL Threadform, LLC, an Ohio limited liability company (OHIO, LLC)

  
Jeffrey Lasher  
  
Robert L. Doubler

  
John E. Hammill, Sr.

For HDL Threadform, LLC, a Florida limited liability company (FLORIDA, LLC)

  
Jeffrey Lasher  
  
Robert L. Doubler

  
John E. Hammill, Sr.

FILED  
2011 MAR 11 PM 4:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA