

LH 000037100

**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet**

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H11000139906 3)))



H110001399063ABC/

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page.
Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : MICHAEL D. MORLICK, P.A.
Account Number : 072100000126
Phone : (941)484-5656
Fax Number : (941)484-1650

2011 JUN 22 AM 8:22
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: gnovack1@yahoo.com

**MERGER OR SHARE EXCHANGE
LMK ASSOCIATES, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$58.75

\$80.00

T. CLINE

JUN 23 2011

EXAMINER

RECEIVED
11 JUN 22 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

U110001399063

Exhibit "B"

**CERTIFICATE OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party is as follows:

L02-30218

• **MJH ENTERPRISES, LLC**, a Florida limited liability company, organized in Florida.

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

L11-37100

• **LMK ASSOCIATES, LLC**, a Florida limited liability company, organized in Florida.

THIRD: The Plan of Merger is attached hereto as Exhibit "A".

FOURTH: The 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 Chapter 608, Florida Statutes.

FIFTH: The effective date of the merger is the date this document is filed by the Florida Department of State.

IN WITNESS WHEREOF, this instrument has been executed and delivered this 6th day of May, 2011.

MJH ENTERPRISES, LLC

LMK ASSOCIATES, LLC

By: 
Gregory R. Novack, Authorized Representative

By: 
Gregory R. Novack, Authorized Representative

H110001399063

FILED
2011 JUN 22 AM 8:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H110001399063

Exhibit "A"

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan") dated as of the 6th day of May, 2011 is entered into by and between **LMK ASSOCIATES, LLC**, a Florida limited liability company ("Associates" or the "Surviving Entity" or "Surviving Party" of the Merger) and **MJH ENTERPRISES, LLC**, a Florida limited liability company ("Enterprises").

WITNESSETH

WHEREAS, the respective members of Associates and Enterprises have approved and declared advisable the merger of Enterprises with and into Associates (the "Merger") and have agreed to the Merger under the terms and conditions set forth in an Agreement of Merger dated April 6, 2011 (the "Agreement").

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I**MERGING PARTY AND SURVIVING PARTY OF THE MERGER**

1.1 The Merging Party. The exact name and form/entity type of the merging party is **MJH ENTERPRISES, LLC**, a Florida limited liability company ("Enterprises").

1.2 The Surviving Party. The exact name and form/entity type of the surviving party is **LMK ASSOCIATES, LLC**, a Florida limited liability company ("Associates" or the "Surviving Entity" or "Surviving Party" of the Merger).

ARTICLE II**TERMS AND CONDITIONS OF THE MERGER**

2.1 Terms of Merger. Upon the terms and subject to the conditions set forth in this Plan and in accordance with the Florida Limited Liability Company Act, as amended (the "Act"), at the Effective Time (as defined in Section 2.3 below) Enterprises shall be merged with and into Associates and the separate existence of Enterprises shall thereupon cease. Associates shall be the surviving entity in the Merger, and the separate existence of Associates with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger.

2.2 Effects of the Merger. The Merger shall have the effects specified in the Act. All of the rights, privileges and powers of Enterprises, and all assets, licenses, property, real, personal and mixed, and all debts due to Enterprises, as well as all other things and causes of action belonging to Enterprises, shall be vested in Associates as the Surviving Entity, and shall

H110001399063

H110001399063

thereafter be the property of Associates as the Surviving Entity, and the title to any real property vested by deed or otherwise in Enterprises shall be vested in Associates and shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon any property of Enterprises shall be preserved unimpaired and all debts, liabilities and duties of Enterprises shall attach to Associates as the Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

2.3 Effective Time. The parties agree to cause a Certificate of Merger to be executed and filed with the Department of State - Division of Corporations of the State of Florida as provided in Section 408.4382 of the Act. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with the Department of State (the "Effective Time").

ARTICLE III CONVERSION OF MEMBERSHIP INTEREST IN MERGING ENTITY OPERATING AGREEMENT OF SURVIVING ENTITY

3.1 At the Effective Time of the Merger:

(a) Each membership interest in Enterprises issued and outstanding immediately before the Merger shall be cancelled and, without any further action, shall thereupon be converted into a right to receive: (i) for Madonna Pachota a cash payment of One Thousand Twenty-Five and 64/100 Dollars (\$1,025.64) and a Promissory Note from Associates in the form of Exhibit D1 in the principal amount of One Thousand Twenty-Five and 64/100 Dollars (\$1,025.64), for each one percent (1%) of Percentage Interests held by her; and (ii) for the other Members a right to receive a Promissory Note from Associates in the form of Exhibit C, C1, D or E to the Agreement, in each such case in an amount equal to Two Thousand Fifty-One and 28/100 Dollars (\$2,051.28), for each one percent (1%) of Percentage Interest held by each such other Member of Enterprises.

(b) Each membership interest in Associates issued and outstanding immediately before the Merger shall not be changed or converted and shall continue to be issued and outstanding thereafter.

3.2 The Operating Agreement of Associates as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Entity, until duly amended as provided therein or by applicable law.

ARTICLE IV MANAGERS OF SURVIVING ENTITY

4.1 The Manager(s) of Associates immediately prior to the Effective Time shall, from and after the Effective Time, be the Manager(s) of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

H110001399063

H110001399063

**ARTICLE V
AMENDMENT AND TERMINATION**

5.1 **Amendment.** This Plan may be amended and the terms of the Merger may be amended at any time prior to the Effective Time by mutual written consent of Associates and Enterprises.

5.2 **Termination.** This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual written consent of Associates and Enterprises.


**ARTICLE VI
MISCELLANEOUS**

6.1 **Further Assurances.** If, at any time after the Effective Date, the Surviving Entity of the Merger shall consider or be advised that any bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (i) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title and interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of Enterprises or (ii) to otherwise carry out the purposes of this Agreement, the Surviving Entity in the Merger and its Manager(s) or their designees shall be authorized to execute and deliver, in the name and on behalf of Enterprises, all such bills of sale, assignments and assurances and to do, in the name and on behalf of Enterprises, all other acts and things as may be necessary, proper or desirable to vest, perfect or confirm the Surviving Entity's right, title and interest in, to and under any of the rights, privileges, powers, franchises, properties or assets of Enterprises, in accordance with the purposes of this Agreement.

6.2 **Governing Law.** This Agreement shall be construed in accordance with laws governed by the internal laws of the State of Florida without regard of principals of conflict of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

MJH ENTERPRISES, LLC



Gregory R. Novack, Authorized Representative

LMK ASSOCIATES, LLC



Gregory R. Novack, Authorized Representative

Plan of Merger_1.wpd

H110001399063

2011 JUN 22 AM 8:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED