

# L1100012993

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## MERGER OR SHARE EXCHANGE EICO LABS, LLC

Certificate of Status	0
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**Certificate of Merger  
For  
Florida Limited Liability Company**

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TALLAHASSEE, FLORIDA

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>
Zone Health, LLC L12-50748	Florida	Limited Liability Company
Eico Labs, LLC	Florida	Limited Liability Company

**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>
Eico Labs, LLC L11-122993	Florida	Limited Liability Company

**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:

\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:
Zone Health, LLC		Barry D. Sears
Eico Labs, LLC		Barry D. Sears

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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
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## PLAN OF MERGER

**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>
Zone Health, LLC	Florida	Limited Liability Company
Eico Labs, LLC	Florida	Limited Liability Company

**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>
Eico Labs, LLC	Florida	Limited Liability Company

**THIRD:** The terms and conditions of the merger are as follows:

See Attachment A

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

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See Attachment A

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

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See Attachment A

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*(Attach additional sheet if necessary)*

**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Attachment A

*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

See Attachment A

*(Attach additional sheet if necessary)*

ATTACHMENT A

PLAN OF MERGER

SECTION 1

EXACT NAME, FORM/ENTITY TYPE, AND JURISDICTION  
OF EACH MERGING PARTY.

THIS PLAN OF MERGER (this "Plan") is by and between Zone Health, LLC, a Florida limited liability company duly organized and existing under the laws of the State of Florida ("Zone Health") and Eico Labs, LLC, a Florida limited liability company duly organized and existing under the laws of the State of Florida ("Eico Labs").

Recitals

WHEREAS, the sole manager and sole member of Zone Health and the sole manager and sole member of Eico Labs have deemed it advisable and in the best interests of their respective companies to enter into a business combination by means of the merger of Zone Health with and into Eico Labs under the terms of this Plan and have approved and adopted this Plan;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 2

SURVIVING ENTITY.

The Surviving Company. The exact name, form/entity type, and jurisdiction of the surviving party are as follows: Eico Labs, LLC, a Florida limited liability company duly organized and existing under the laws of the State of Florida.

SECTION 3

TERMS AND CONDITIONS OF THE MERGER.

The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the applicable provisions of the Florida Statutes, Zone Health shall be merged with and into Eico Labs (the "Merger"). The Merger shall occur at the Effective Time. Following the Merger, Eico Labs shall continue as the surviving corporation under the name "Zone Health, LLC" and the separate company existence of Zone Health shall cease.

Effective Time; Effects of the Merger. The Merger shall be effective at such time as the Certificate of Merger is duly filed with the Florida Department of State, in accordance with Section 608.438 of the Florida Statutes (the "Effective Time"). The Merger shall have the effects provided in this Plan and the applicable provisions of the Florida Statutes.

Articles of Organization and Operating Agreement. The Articles of Organization and Operating Agreement of Eico Labs immediately before the Effective Time shall be the Articles of Organization and Operating Agreement of the Surviving Company immediately after the Effective Time.



Management. The sole member, sole manager and officers of Eico Labs immediately before the Effective Time shall be the sole member, sole manager and officers of the Surviving Company immediately after the Effective Time, each to hold office in accordance with the Surviving Company's Articles of Organization and Operating Agreement. The Surviving Company's sole manager and sole member shall be Barry D. Sears and his business address shall be 4125 SW Martin Highway, Palm City, Florida 34990.

#### SECTION 4 CONVERSION OF INTERESTS.

Merger Consideration. Upon effectiveness of the Merger:

(a) All membership interests of Zone Health outstanding as of immediately before the Effective Time, shall be deemed cancelled, and

(b) Eico Labs, as the Surviving Company, shall assume all of the assets and liabilities of Zone Health.

Further Actions. If, at any time after the Effective Time, any further action is necessary or desirable to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Zone Health and Eico Labs, the managers, the officers and sole member from time to time of the Surviving Company are fully authorized in the name of Zone Health and Eico Labs, as the case may be, or otherwise to take, and will take, all such lawful and necessary actions as are consistent with this Plan.

#### SECTION 5 OBLIGATIONS OF EACH PARTY.

The respective obligations of each party to consummate the Merger are subject to the satisfaction, at or before the Merger, of the following condition:

Member Approval This Plan and the Merger shall have been approved and adopted by Zone Health's sole member and Eico Labs' sole member in accordance with the applicable provisions of the Florida Statutes and each entity's Operating Agreement.

#### SECTION 6 OTHER PROVISIONS.

Amendment; Waiver. This Plan may be amended only by an instrument signed by each party hereto, and any provision hereof may be waived only by an instrument signed by each party benefited by such provision.

Entire Plan. This Plan and any collateral agreements executed in connection with the consummation of the transactions contemplated herein constitute the entire plan among the parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings, written or oral, with respect thereto.

Governing Law. This Plan shall be governed and construed in accordance with the laws of the State of Florida, exclusive of its choice of law rules.

Name Change. The Surviving Company shall have the name "Zone Health, LLC."

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