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15 MAY 27 AM 10:14

FILED
STATE OF MISSISSIPPI
SIXTH JUDICIAL CIRCUIT
JACKSON, MISSISSIPPI

EFFECTIVE DATE
6-1-15

JUN 3 2015

C LEWIS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Synthology Healthcare Solutions Group, 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:

Michael Danson

Contact Person

Synthology Healthcare Solutions Group, LLC

Firm/Company

5408 N Shore Rd

Address

Pensacola, FL 32507

City, State and Zip Code

michael.danson@SynthologySolutions.com

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

For further information concerning this matter, please call:

Michael Danson

at (251) 978-9303

Name of Contact Person

Area Code

Daytime Telephone Number

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CR2E080 (2/14)

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

SECRETARY OF STATE
DIVISION OF CORPORATIONS

15 MAY 27 AM 10:43

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>
Emerald Coast Consulting <u>LLC</u>	Alabama	LLC
Synthology Healthcare Solutions Group <u>LLC</u>	Florida	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>
Synthology Healthcare Solutions Group <u>LLC</u>	Florida	LLC <u>L150000 888 25</u>

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).

EFFECTIVE DATE
6-1-2015

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:

06/01/2015

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:

Emerald Coast Consulting, LLC

Signature(s):

Synology Healthcare Solutions Group, LLC

Typed or Printed
Name of Individual:

Michael Danson

Michael Danson

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

<u>Fees:</u>	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	<u>Certified Copy (optional):</u>	\$30.00

Merger Agreement

15 MAY 27 AM 10:43

THIS MERGER AGREEMENT ("Agreement") is made on June 01, 2015 by and between Emerald Coast Consulting, LLC, 1959 Maria Lane, Lillian, Alabama 36549, (the "Emerald Coast Consulting"), and Synthology Healthcare Solutions Group, LLC of 5408 N Shore Rd, Pensacola, Florida 32507, (the "Synthology Healthcare Solutions Group").

On completion of the merger, Emerald Coast Consulting will be dissolved leaving Synthology Healthcare Solutions Group as the surviving business which will be known as Synthology Healthcare Solutions Group, LLC after the merger is complete. The surviving business will be registered in the state of Florida.

RECITALS

Emerald Coast Consulting Dissolving Entity

Emerald Coast Consulting is a LLC duly organized, validly existing, and in good standing under the laws of Alabama.

Synthology Healthcare Solutions Group Surviving Entity

Synthology Healthcare Solutions Group is a LLC duly organized, validly existing, and in good standing under the laws of Florida.

Synthology Healthcare Solutions Group, LLC Final Entity

Synthology Healthcare Solutions Group, LLC is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

MERGER

Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, Emerald Coast Consulting shall be merged with and into surviving entity under the laws of the state of Florida. As a result of the Merger, the separate corporate existence of Emerald Coast Consulting shall cease and the entity shall continue as the surviving business entity Synthology Healthcare Solutions Group, LLC

Certificate of Merger

Synthology Healthcare Solutions Group shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which Emerald Coast Consulting holds real property.

Effective Date of Merger

The merger shall be effective on the date of filing of the certificate of merger.

TERMS AND CONDITIONS

Negative Covenants

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.*

Further Assignments or Assurances

If at any time Synthology Healthcare Solutions Group considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in Synthology Healthcare Solutions Group the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of Emerald Coast Consulting, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in Synthology Healthcare Solutions Group, and otherwise carry out the provisions of this Agreement.

VALUATION OF ASSETS

Assets of Emerald Coast Consulting

The partners or managers of Emerald Coast Consulting agree that:

The present value of its tangible and intangible assets, including goodwill is \$0.00;

The fair market value of its unrealized receivables is \$17,000.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$12,000.00.

Assets of Synthology Healthcare Solutions Group

The partners or managers of Synthology Healthcare Solutions Group agree that:

The present value of its tangible and intangible assets, including goodwill, is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

Conversion

(a) At the effective date of the merger, each interest in Emerald Coast Consulting will be converted into 0 interest[s] of Synthology Healthcare Solutions Group, LLC.

(b) No fractional interests of Synthology Healthcare Solutions Group, LLC after merger will be issued to the holders of interests of Emerald Coast Consulting. However, holders who would otherwise be entitled to receive a fraction of an interest of Synthology Healthcare Solutions Group, LLC on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Emerald Coast Consulting as of the effective date of the merger.

(c) Each interest of Synthology Healthcare Solutions Group will be converted into 100 interest[s] of the new surviving entity (Synthology Healthcare Solutions Group, LLC) after merger.

(d) No fractional interests of Synthology Healthcare Solutions Group before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who

would otherwise be entitled to receive a fraction of an interest of Synthology Healthcare Solutions Group on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Synthology Healthcare Solutions Group as of the effective date of the merger.

Exchange

If any interest of Emerald Coast Consulting being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of Emerald Coast Consulting have been converted.

MANAGEMENT OF SURVIVING ENTITY

Management and Control

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

Directors and Officers

The initial Board of Directors of the Surviving Entity will consist of 2 Directors. Disappearing entity shall be entitled to nominate 1 members of the Board of Directors of the surviving entity.

INTERPRETATION AND ENFORCEMENT

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

Applicable Law

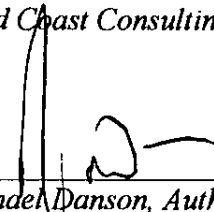
The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

Approvals

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

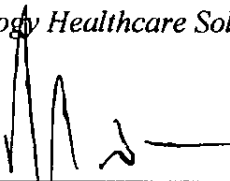
This Merger Agreement shall be signed by Michael Danson, Authorized Member, on behalf of Emerald Coast Consulting, LLC and by Michael Danson, Authorized Member on behalf of Synthology Healthcare Solutions Group, LLC.

Emerald Coast Consulting, LLC:



By Michael Danson, Authorized Member

Synthology Healthcare Solutions Group, LLC:



By Michael Danson, Authorized Member