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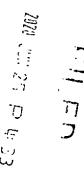


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JOSEPH M. PERCOPO E-MAIL ADDRESS jpercopo@mateerharbert.com

Direct Line (407) 377-6147

June // , 2020

Hand Delivered by FedEx

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

Re: Certificate of Merger and Articles of Merger and Agreement and Plan of Merger for NuMED for Children, LLC (NY) and NuMED for Children, LLC (FL)

Dear Division of Corporations:

Enclosed for filing are (1) the Certificate of Merger and Articles of Merger and (2) the Agreement and Plan of Merger merging NuMED for Children, LLC (New York Limited Liability Company) into NuMED for Children, LLC (Florida Limited Liability Company).

Please return all correspondence concerning this matter to Joseph M. Percopo, Esq., Mateer & Harbert, P.A., 225 E. Robinson St. Suite 600, Orlando, FL 32801. I may be reached at 407-425-9044 or JPercopo@mateerharbert.com.

If you have any questions please call or email me to discuss.

Sincerely.

Joseph M. Percopo

JMP

4851-6759-7247, v. 1

CERTIFICATE OF MERGER AND ARTICLES OF MERGER OF

NUMED FOR CHILDREN, LLC

(A Florida Limited Liability Company) (Document # L20000137090)

AND

NUMED FOR CHILDREN, LLC

(A New York Limited Liability Company)
(DOS ID# 3249762)

Pursuant to Section 605.1025, Florida Statutes, and Section 1003 of the New York
Limited Liability Company Law, NuMED for Children, LLC, a Florida limited liability company
(the "Surviving Company") of which its Articles of Organization was filed on May 20, 2020
with its principal address at 7380 W. Sand Lake Road, Suite 500, Orlando, FL 32819, hereby
Adopts the following Certificate of Merger and Articles of Merger for the purpose of merging
NuMED for Children, LLC, a New York limited liability company (the "Merged Entity") of
which its Articles of Organization was filed on August 29, 2005 with its principal address at
2880 Main Street, Hopkinton, NY 12965, into the Surviving Company.

ARTICLE I

The Merged Entity shall be merged with and into the Surviving Company, the separate existence of NuMED for Children, LLC (a New York limited liability company) shall cease and NuMED for Children, LLC (a Florida limited liability company) shall survive the Merger and shall continue to be governed by the laws of the State of Florida. The Surviving Company shall not engage in business in the State of New York until such time as an application for authority is filed with the New York Department of State. Such application for authority is being filed contemporaneously herewith.

ARTICLE II

The Agreement and Plan of Merger attached as Exhibit A was approved by the members of the Surviving Company and the members of the Merged Entity in accordance with the Florida Revised Limited Liability Company Act and the New York Limited Liability Company Law.

ARTICLE III

The Agreement and Plan of Merger was approved by the members of the Surviving Company and members of the Merged Entity on June <u>8</u>, 2020 in accordance with the Florida Revised Limited Liability Act and the New York Limited Liability Company Law.

ARTICLE IV

The Articles of Organization of the Surviving Company is filed with the Division of Corporations of the State of Florida. The Surviving Company's principal place of business 7380 W. Sand Lake Road, Suite 500, Orlando, FL 32819. A copy of the Articles of Organization and Agreement and Plan of Merger is maintained in the corporate offices of the Surviving Company. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request and without cost to any member of the Merged Entity.

ARTICLE V

The Merger, upon filing with the Florida Division of Corporations and New York

Department of State, shall become effective as of June 30, 2020 at 11:59 PM EST (the "Effective Date").

ARTICLE VI

The Surviving Company may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of the Merged

Entity previously amenable to suit in the State of New York that is to merge and for the enforcement that is provided in the New York Limited Liability Company Law of the right of members of any domestic limited liability company, to receive payment for their interests against the Surviving Company.

ARTICLE VII

Pursuant to Sections 605.1006 and 605.1061-1072 of the Florida Revised Limited Liability Act and Section 1005 of the New York Limited Liability Company Law, the Surviving Company will promptly pay to the members of Merged Entity the amount, if any, to which they shall be entitled under the provisions of the laws of Florida and New York and any applicable statute relating to the right of members and owners to receive payment for their interest.

ARTICLE VIII

The Secretary of State of New York is designated as agent of the Surviving Company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process served upon him or her is 7380 W. Sand Lake Road, Suite 500, Orlando, FL 32819.

ARTICLE IX

This merger is permitted by the jurisdiction of organization (State of Florida) for the Surviving Company and is in compliance therewith.

[AREA INTENTIONALLY LEFT BLANK. SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned sign these Certificate of

Merger/Articles of Merger as of this 3^{11} day of June, 2020.

NUMED FOR CHILDREN, LLC a Florida Limited Liability Company

Allen I Tower Jr.

Member

NUMED FOR CHILDREN, LLC a New York Limited Liability Company

Allen I Tower Ji

Member

EXHIBIT A

AGREEMENT AND PLAN OF MERGER OF

NUMED FOR CHILDREN, LLC

(A Florida Limited Liability Company) (Document # L20000137090)

AND

NUMED FOR CHILDREN, LLC

(A New York Limited Liability Company) (DOS ID# 3249762)

4837-4153-3887, v. 1

AGREEMENT AND PLAN OF MERGER

NUMED FOR CHILDREN, LLC

(A Florida Limited Liability Company) (Document # L20000137090)

AND

NUMED FOR CHILDREN, LLC

(A New York Limited Liability Company) (DOS ID# 3249762)

This Agreement and Plan of Merger dated as of June <u>8</u>, 2020 (the "Agreement") is entered into by and between NuMed for Children, LLC, a Florida Limited Lability Company ("FL NUMED LLC"), and NuMed for Children, LLC, a New York Limited Liability Company ("NY NUMED LLC"). FL NUMED LLC and NY NUMED LLC may collectively be referred to herein as the "Constituent Companies."

Recitals

- 1. FL NUMED LLC is a Florida limited liability company duly organized and existing under the laws of the State of Florida, and owned 100% by Allen J. Tower, Jr.
- 2. NY NUMED LLC is a New York limited liability company duly organized and existing under the laws of the State of New York and owned 100% by Allen J. Tower, Jr.
- 3. The members of each of the Constituent Companies have determined it is desirable and in the best interest of the Constituent Companies that NY NUMED LLC be merged into FL NUMED LLC with FL NUMED LLC being the Surviving Company.
- 4. The members of each of the Constituent Companies have approved this Agreement in accordance with and pursuant to §605.1022, Florida Statues and §1002 of the New York Limited Liability Company Law.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, FL NUMED LLC and NY NUMED LLC hereby agree, and, subject to the terms

and conditions hereinafter set forth, pursuant to Section §605.1022 and §605.1025 Florida Statutes, and §1002 and §1003 of the New York Limited Liability Company Law, as follows:

ARTICLE I DESIGNATION OF SURVIVING COMPANY

In accordance with the provisions of this Agreement, the Florida Revised Limited Liability Company Act, and the New York Limited Liability Company Law, NY NUMED LLC shall be merged with and into FL NUMED LLC (the "Merger"), the separate existence of NY NUMED LLC shall cease and FL NUMED LLC shall survive the Merger and shall continue to be governed by the laws of the State of Florida. FL NUMED LLC shall be, and is herein sometimes referred to as, the "Surviving Company."

ARTICLE II PRINCIPAL OFFICE

The principal office of FL NUMED LLC shall remain the principal office of the Constituent Companies following the Merger.

ARTICLE III TERMS AND CONDITIONS OF MERGER

The Merger will be consummated upon (a) this Agreement having been approved by the members of both the Constituent Companies, and (b) Certificate of Merger and Articles of Merger of the Constituent Companies having been filed in accordance with Florida Law and New York Law. The Merger will be consummated in accordance with the terms set forth in this Agreement.

ARTICLE IV CHARTER DOCUMENTS, OPERATING AGREEMENT, AND MEMBER MANAGEMENT

1. Articles of Organization. Upon the effectiveness of the Merger, the Articles of Organization of FL NUMED LLC as in effect immediately prior to the effective date of the

Merger shall continue in full force and effect as the Articles of Organization of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

- 2. Operating Agreement. The Operating Agreement of FL NUMED LLC as in effect immediately prior to the effective date of the Merger shall continue in full force and effect as the operating agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.
- 3. <u>Member Management</u>. The member of FL NUMED LLC immediately prior to the effective date of the Merger shall be the sole member and manager of the Surviving Company (a Florida member-managed limited liability company) until his respective successors shall have been duly appointed and qualified or until as otherwise provided by law, the Articles of Organization, or the Operating Agreement of the Surviving Company.

ARTICLE V CONVERSION OF SECURITIES

- 1. NY NUMED LLC Membership Interest. Upon the Effective Date of the Merger, the membership interest of NY NUMED LLC shall, by virtue of the Merger and without any action by the Constituent Companies, shall cease to exist.
- 2. <u>FL NUMED LLC Membership Interest</u>. Upon the Effective Date of the Merger, the membership interest of FL NUMED LLC shall be owned 100% by Allen J. Tower, Jr.
- 3. Appraisal Rights. Members of NY NUMED LLC who would be entitled to vote and dissent from the merger pursuant to \$605.1006, Florida Statutes and \$1002, New York Limited Liability Company Law, may be entitled, if they comply with the provisions therein regarding appraisal or dissenter rights, to be paid the fair value of their shares.

- 4. <u>Waiver</u>. The Allen J. Tower, Jr. being the sole member of NY NUMED LLC, does hereby waive any appraisal rights he may have regarding the Merger and further waives notice of the Agreement and Plan of Merger and any written mailing requirement.
- 5. Effect of Merger. It is intended by the parties hereto that the Merger shall constitute a tax-free reorganization within the meaning of §368(a) of the Internal Revenue Code, and as of the Effective Date of the Merger, the following shall or shall be deemed to have occurred:
 - a. <u>Classification of Surviving Company as a Subchapter S Corporation</u>. For Federal income tax purposes, the Surviving Company shall continue to be classified as a Subchapter S Corporation.
 - b. <u>Continuation of Business</u>. The Surviving Company shall continue the business of NY NUMED LLC and the Surviving Company.
 - c. <u>Taxable Year</u>. The taxable year of NY NUMED LLC shall be closed as a result of the Merger.
 - d. <u>TIN/EIN</u>. The TIN/EIN of NY NUMED LLC shall be the EIN of the Surviving Company.

ARTICLE VI NO EXTRAORDINARY TRANSACTIONS

Neither FL NUMED LLC nor NY NUMED LLC shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement.

ARTICLE VII <u>SUBMISSION TO GOVERNING BODIES AND EFFECTIVE DATE</u>

The Merger shall take place when (a) this Agreement and the Merger shall have been adopted and approved by the members of each Constituent Entity in accordance with the

requirements of the Florida Revised Limited Liability Company Act and the New York Limited Liability Company Law, as applicable, and (b) an executed Certificate of Merger and Articles of Merger have been filed with the Division of Corporations of the State of Florida and the New York Department of State. The Merger shall become effective as of June 30, 2020 at 11:59 PM EST (the "Effective Date").

ARTICLE VIII EFFECT OF THE MERGER

Upon the Effective Date of the Merger, (a) the Constituent Companies merge into the Surviving Company and the separate existence of NY NUMED LLC ceases; (b) the title to all real estate and other property, or any interest therein, owned by the Constituent Companies is vested in the Surviving Company without reversion or impairment; (c) the Surviving Company shall thereafter be responsible and liable for all the liabilities and obligations of the Constituent Companies; (d) any claim existing or action or proceeding pending by or against the Constituent Companies may be continued as if the Merger did not occur or the Surviving Company may be substituted in the proceeding for NY NUMED LLC; and (e) neither the rights of creditors nor any liens upon the property of the Constituent Companies shall be impaired by the Merger.

ARTICLE IX <u>ABANDONMENT AND AMENDMENT OF PLAN</u>

1. Abandonment. At any time before the filing of this Agreement with the State of Florida and the State of New York, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the members of the Constituent Companies, notwithstanding the initial approval of this Agreement.

2. Amendment. The members of the Constituent Companies may amend this Agreement at any time prior to the filing of this Agreement with the State of Florida and the State of New York.

ARTICLE X GENERAL

- 1. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Company.
- 2. <u>Governing Law</u>. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.
- 3. <u>Counterparts</u>. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by the members of FL NUMED LLC and NY NUMED LLC, is hereby executed on behalf of each of such two entities by their respective members thereunto duly authorized.

NUMED FOR CHILDREN, LLC a Florida Limited Liability Company

Allen J. Tower, J

Member

NUMED FOR CHILDREN, LLC a New York Limited Liability Company

Allen I Tower

Member

4833-2210-3487, v. 1