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EXAMINER

Law Offices

## KARR·TUTTLE·CAMPBELL

Tounded 1904

A Professional Service Corporation

1201 Third Avenue. Suite 2900. Seattle, Washington 98101 Telephone (206) 223-1313, Facsimile (206) 682-7100

J. Scott Gary (206) 224-8075 sgary@karrtuttle.com

October 30, 2012

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

Re: MCN Medical Consultants Network LLC

Sirs:

Here are the following items to amend the certificate of authority in Florida of the above-identified foreign limited liability company. This is to correct the name of the entity from "MCN Medical Consultants Network LLC" to plain "Medical Consultants Network LLC." The entity's name was changed in its home jurisdiction of Washington State effective January 1, 2012, as shown in the enclosed original certified Articles of Merger issued by the Washington Secretary of State on October 25, 2012.

- 1. Florida cover letter.
- 2. Application by Foreign Limited Liability Company to File Amendment for Authorization to Transact Business in Florida.
- 3. Certified Articles of Merger issued by the Washington Secretary of State (evidencing the aforementioned name change).
- 4. Check for \$25.00 payable to "Florida Department of State."

Please contact me if there are any questions.

1-15-

JSG/js Enclosures

#869359 v1 / 22395-007

#### **COVER LETTER**

TO:

Registration Section

Division of Corporations MCN Medical Consultants Network LLC SUBJECT: Name of Foreign Limited Liability Company Dear Sir or Madam: The enclosed application, certificate and fee(s) are submitted for filing. Please return all correspondence concerning this matter to the following: J. Scott Gary, Attorney at Law Name of Person Karr Tuttle Campbell Firm/Company 1201 Third Ave., Suite 2900 Address Seattle, WA 98101 City/State and Zip Code sgary@karrtuttle.com E-mail address: (to be used for future annual report notification) For further information concerning this matter, please call: 224-8075 Scott Gary Area Code & Daytime Telephone Number Name of Person MAILING ADDRESS: STREET/COURIER ADDRESS: Registration Section Registration Section Division of Corporations Division of Corporations P.O. Box 6327 Clifton Building Tallahassee, Florida 32314 2661 Executive Center Circle Tallahassee, Florida 32301 Enclosed is a check for the following amount: □\$55 Filing Fee & ☐ \$60 Filing Fee, \$25 Filing Fee ☐\$30 Filing Fee & Certificate of Status & Certificate of Status Certified Copy

Certified Copy

# APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

### **SECTION I (1-3 must be completed)**

1.	Name of limited liability company as it appears on the records of the Florida Department of State: MCN Medical Consultants Network LLC	
2.	Jurisdiction of its organization: Washington M100000 163	16
3.	Date authorized to do business in Florida: December 19, 2011	
	SECTION II (4-7 complete only the applicable changes)	
	If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? January 1, 2012	-
5.	New name of the limited liability company: Medical Consultants Network LLC (must end with "Limited Liability Company," "L.L.C.," or "LLC.")	
FI th	f name unavailable, enter alternate name adopted for the purpose of transacting business in lorida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must end with "Limited Liability Company," "L.L.C." r "LLC.")	- -
6.	If the amendment changes the period of duration, indicate new period of duration:	T
7.	If the amendment changes the jurisdiction of organization, indicate new jurisdiction	ED
8.	. If the amendment corrects any false statement, indicate the statement being corrected and t correction:	he -
9.	Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisc under the law of which this entity is organized.  Signature of a member or the authorized representative of a member	diction
	Brian L. Grant, Chairman & Secretary  Typed or printed name of signee	

Filing Fee: \$25.00



# Secretary of State

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

MCN MEDICAL CONSULTANTS NETWORK LLC

and changing name to MEDICAL CONSULTANTS NETWORK LLC

as filed in this office on December 16, 2011.

· Tritial

October 25, 2012 Date:



KI TIKE

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

12/16/11 2085321-002 \$600.00 R #898071\_32407685. #d: 2227003

FILED SECRETARY OF STATE

DEC 18 2011

STATE OF WASHINGTON

ARTICLES OF MERGER

of

MCN Holdings, Inc.
UBI 603 000 578, a Washington corporation

and

Medical Consultants Network Inc., UBI 600 570 881, a Washington corporation

and

MCN Case Management, Inc.
UBI 601 767 348, a Washington corporation

Merging With and Into

MCN Medical Consultants Network LLC
UBI 603 162 977, a Washington limited liability company

Pursuant to the provisions OF RCW 23B.11.050 and RCW 25.15.405, these Articles of Merger are executed and filed for the purpose of merging three (3) Washington corporations, namely, 1) MCN Holdings, Inc., a Washington corporation; 2) Medical Consultants Network Inc., a Washington corporation, and 3) MCN Case Management, Inc., a Washington corporation (together, the "Disappearing Entities"), with and into MCN Medical Consultants Network LLC, a Washington limited liability company, as the surviving entity (the "Surviving Entity").

- 1. Adoption. The Agreement and Plan of Merger adopted by the directors of the Disappearing Entities and by the managers of the Surviving Entity is attached as Exhibit A.
- 2. <u>Approval</u>. The Agreement and Plan of Merger was duly approved by the shareholders of each of the Disappearing Entities in accordance with 23B.11.030 and by the sole member of the Surviving Corporation in accordance with RCW 25.15.400. The approval of the nonvoting shareholders of MCN Holdings, Inc., was not required.
  - 3. Effective Date. The merger is effective as of January 1, 2012.
- 4. Name of Surviving Entity. As provided in the Agreement and Plan of Merger, the name of the surviving entity shall be: Medical Consultants Network LLC.

DATED: December 14, 2011.

Surviving Entity:

MCN Medical Consultants Network LLC

By:

Brian L. Grant, Its Manager

### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of per 6, 2011, effective January 1, 2012, by and between:

1) Ice Ax LLC, a Washington limited liability company ("Ice Ax"); December 6, 2011, effective January 1, 2012, by and between:

- 2) MCN Medical Consultants Network LLC, a Washington limited liability company and whollyowned subsidiary of Ice Ax ("Acquisition LLC");
- 3) MCN Holdings, Inc., a Washington corporation ("Holdings");
- 4) Medical Consultants Network Inc., a Washington corporation and wholly-owned subsidiary of Holdings ("Network"); and
- 5) MCN Case Management, Inc., a Washington corporation and wholly-owned subsidiary of Network ("YCA").

Network, YCA, and Holdings together are sometimes referred to in this Agreement as the "Disappearing Entities." Acquisition LLC is sometimes referred to in this Agreement as the "Surviving Entity." The Disappearing Entities, together with the Surviving Entity and Ice Ax, are sometimes referred to in this Agreement as the "Constituent Entities."

#### **RECITALS**

- Ice Ax is a limited liability company organized and existing under the laws of the State of Washington with various owners, including Holdings as to a small percentage interest.
- Acquisition LLC is a limited liability company organized and existing under the laws of the State of Washington whose sole member is Ice Ax.
- Holdings is a corporation organized and existing under the laws of the State of Washington. Network has authorized one class of stock, that being voting and nonvoting common stock without par value. Holdings has issued to its shareholders a total of 4,495,715 shares of common stock, without par value, consisting of (i) 10,000 shares of voting common stock, and (i) 4,485,715 shares of voting common stock.
- Network is a corporation organized and existing under the laws of the State of Washington. Network has authorized one class of stock, that being common stock without par value. Network has issued to its sole shareholder, Holdings, a total of 4,385,599 shares of common stock.
- YCA is a corporation organized and existing under the laws of the State of Washington. Network has authorized one class of stock, that being common stock without par value. YCA has issued to its sole shareholder, Network, a total of 100 shares of common stock.
- The Constituent Entities have deemed it advisable and in the mutual best interests of themselves and their respective members and shareholders that the Disappearing Entities should be merged with and into Acquisition LLC (the "Merger"), with Acquisition LLC as the surviving entity, in a transaction authorized under the Washington Business Corporation Act and the Washington Limited Liability Company Act, RCW 23B.11.080 and RCW 25.15.395, respectively.

THEREFORE, the parties agree as follows:

Merger; Effectiveness. Each of Holdings, Network and YCA shall be merged with and into Acquisition LLC pursuant to the applicable provisions of the Washington Business Corporation Act, as amended, and the Washington Limited Liability Company Act, as amended, and the terms and conditions of this Agreement. Upon the execution by the Surviving Entity of Articles of Merger incorporating this

Agreement and the filing of such Articles of Merger with the Secretary of State of the State of Washington, the Merger shall become effective as of the Effective Time set forth in Section 5, below.

- 5. **Effective Time.** The effective date of the Merger shall be January 1, 2012 (the <u>\*Effective Date</u>\*) and the effective time of the merger on such date shall be 12:01 am, in Olympia, Washington (the <u>\*Effective Time</u>\*).
- 6. Name of Surviving Entity. The name of the surviving entity shall be: Medical Consultants Network LLC.
- 7. Certificate of Formation. The certificate of formation of Acquisition LLC in effect immediately prior to the Effective Time shall be and remain the certificate of formation of the Surviving Entity, until it is amended. On the Effective Date, and as a result of the Merger, Section 1 of the certificate of formation of the Surviving Entity shall be amended so as to read in its entirety as follows:
  - 1. Name. The name of the limited liability company (the "Company") is: Medical Consultants Network LLC.
- 8. Operating Agreement. The operating agreement of Acquisition LLC in effect immediately prior to the Effective Time shall be and remain the operating agreement of the Surviving Entity until it is amended, repealed, or replaced. On the Effective Date, and as a result of the Merger, all references in the Surviving Entity's operating agreement to "MCN Medical Consultants Network LLC" shall be amended to read "Medical Consultants Network LLC."
- 9. **Managers and Officers.** As of the Effective Date, the managers and officers of the Surviving Entity shall be as follows, until his successor is elected and qualified in accordance with the Washington Limited Liability Company Act and the operating agreement of the Surviving Entity or until his death, resignation or removal:

Managers:

Brian L. Grant Paul Mayer

#### Officers:

Chairman: Brian L. Grant
President: Paul Mayer
Secretary: Brian L. Grant

Secretary: Brian L. Grant Treasurer: Brian L. Grant

10. Conversion of Shares and Ownership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares or ownership interests of any of the Constituent Entities, each share of the capital stock of each of the Disappearing Entities that is issued and outstanding immediately prior to the Effective Time shall be cancelled or converted into a voting interest in Ice Ax, as follows:

10.1. YCA and Network. Each issued and outstanding share of voting commen stock, without par value, of YCA and Network shall be canceled and shall cease to exist and no ownership interest in Ice Ax or other consideration shall be delivered or deliverable in exchange therefor.

#### 10.2. Holdings.

10.2.1. Voting Stock. Each issued share of voting common stock, without par value, of Holdings outstanding immediately prior to the Effective Time shall be converted into and exchanged for units of voting membership interest in Ice Ax ("Membership Interests") and the holder thereof shall be admitted as a member of Ice Ax with the right to participate in management to the full extent as is provided for under the Washington Limited Liability Company Act, RCW Chapter 25.15, with respect to members of a limited liability company, subject to such limitations if any, as may be set forth in Ice Ax's operating agreement, as adopted, amended or replaced from time to time.

par value, of Holdings outstanding immediately prior to the Effective Time shall be converted into and exchanged for units of non-voting financial interests in Ice Ax with the status of an assignee as described in RCW 25.15.250(2) ("Financial Interests"). These rights do not include the right to participate in the management of the business and affairs of Ice Ax but do include the right to share in such profits and losses, to receive such distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the members are entitled, subject to such limitations if any, as may be set forth in Ice Ax's operating agreement, as adopted, amended or replaced from time to time.

10.2.3. Conversion Ratio. The number of units of Membership Interests or Fionancial Interests, as applicable, in Ice Ax to be issued in the Merger for each share of voting or monvoting stock, as applicable, of Holdings, shall be determined by multiplying the number of shares in Holdings help by each shareholder immediately prior to the Effective Time times the following conversion ratio, jounded to the nearest whole number of units:

# Value of One Share of Holdings Stock Value of One Unit of Ice Ax

with such values to be determined as of the close of business on the day prior the Effective Date board of directors of Holdings and the manager of Ice Ax in accordance with the business records and normal valuation practices of Holdings and Ice Ax, respectively.

- 11. Capital Accounts. Each of the former shareholders of Holdings shall be accorded a capital account in Ice Ax commensurate with the value of their contribution to the capital of Acquisition LLC determined in accordance with the exchange values determined under Section 10, above, normal valuation principles, and applicable Treasury Regulations.
- 12. Employee Equity Awards of Network. There currently are no employee stock options outstanding in Network or any of the Disappearing Entities; however, Network has issued phantom stock agreements to several employees. At the Effective Time, the Surviving Entity shall assume and thereafter pay and perform each phantom stock agreement that is in effect immediately prior to the Effective Time.
- 13. Rights, Dutles, Powers, Llabilities, Etc. As of the Effective Time, the separate existence of each of the Disappearing Entities shall cease and the Disappearing Entities shall be merged with and into the Surviving Entity in accordance with the provisions of this Agreement. Thereafter, the Surviving Entity shall possess all the properties and assets, and all the rights, privileges, powers, immunities, licenses, permits and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and tlabilities of each of the Disappearing Entities; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate or other property, or any interest in such property, vested by deed or otherwise in any of the Disappearing Entities, shall be vested in the Surviving Entity without reversion or impairment. Any claim existing, or action or proceeding, whether civil, criminal or administrative, pending by or against any or all of the Disappearing Entities may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Entity may be substituted in any such action or proceeding. Without limiting the foregoing:
  - 13.1.1.1. All of the right, title and interest of each of the Disappearing Entities in and to its assets, properties, claims, rights and interests of every kind, nature and description, whether tangible or intangible, real, personal or mixed, contingent or fixed, shall be taken and deemed to be vested in the Surviving Entity without any further instrument of transfer or assignment or the undertaking or performance of any further act or deed;
  - 13.1.1.1.2. All contracts, agreements, purchase orders, leases, licenses, permits, and authorizations affecting or relating to any or all the Disappearing Entities shall continue unimpaired as affecting or relating to the Surviving Entity, including but not limited to Network's employee benefit plans; and

- 13.1.1.1.3. All debts, liabilities and obligations of any or all the Disappearing Entities, whether known or unknown, fixed or contingent, including but not limited to employee obligations, shall accede to the Surviving Entity.
- 13.1.1.1.4. The assets and liabilities of each of the Disappearing Entities as of the Effective Time shall be taken up on the books of Acquisition LLC as the Surviving Entity at the amounts at which they are carried at that time on the respective books of each of the Disappearing Entities.

#### 14. Implementation.

- 14.1. <u>Member and Shareholder Approval</u>. Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington to consummate and make effective the Merger.
- 14.2. <u>Further Acts.</u> If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to evidence the succession to and vesting in the Surviving Entity of the title to any property of the Disappearing Entities, or the exercise and enjoyment of rights, privileges, powers, immunities, licenses, permits and franchises of the Disappearing Entities, the proper officers and directors of the Surviving Entity may and shall execute, deliver and, where required, file such further instruments and assurances in law, in the name of and on behalf of the Disappearing Entities, or otherwise, and do all things necessary or proper thus to vest such property or rights in the Surviving Entity, and otherwise to carry out the purposes of this Agreement of Merger.
- 15. **Termination**. This Plan may be terminated for any reason at any time before the filling of Articles of Merger with the Secretary of State of the State of Washington (whether before or after approval by the members and shareholder of the Constituent Entities, or any of them) with the consent of the board of directors or managers, as applicable, of all the Constituent Entities.
- Amendment. To the extent permitted by law, this Plan may be amended, supplemented or interpreted at any time by action taken by the board of directors or managers, as applicable, of all the Constituent Entities; provided, that this Agreement may not be amended or supplemented after Maying been approved by the shareholders or members, as applicable, of a Constituent Entity entitled to vote in the matter except by a vote or consent of such shareholders or members in accordance with applicable law.
- 17. Entire Agreement. This Agreement contains the entire agreement of the partiss with less spect to the matters with which it deals, and supersedes all prior understandings and agreements of the parties with respect to such Agreement.

(Signatures on next page)

IN WITNESS WHEREOF, the parties to the foregoing Merger execute this Agreement.

Ice Ax:	Ice Ax LLC
	Brian L. Grant, Its Manager
Acquisition LLC:	MCN Medical Consultants Network LLC
	By: <u>ORIGINAL SIGNED</u> Brian L. Grant, Its Manager
Holdings:	MCN Holdings, Inc.
	By: ORIGINAL SIGNED Brian L. Grant, Its President
Network:	Medical Consultants Network, Inc.
	By: ORIGINAL SIGNED ALARY Brian L. Grant, Its Chairman SSEC P
YCA:	MCN Case Management, Inc  PH 4: 12  RV ORIGINAL SIGNED
	By: ORIGINAL SIGNED D. Brian L. Grant, Its President