

P020000010352

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MERGER OR SHARE EXCHANGE
SOUTHEASTERN MEDICAL SUPPLY, INC.

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September 21, 2009

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SOUTHEASTERN MEDICAL SUPPLY, INC.

378 E. DANIA BEACH BLVD

373

DANIA BEACH, FL 33004

SUBJECT: SOUTHEASTERN MEDICAL SUPPLY, INC.

REF: P02000010352

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**ARTICLES OF MERGER
OF
ACTIVE BY CHOICE, INC.
INTO
SOUTHEASTERN MEDICAL SUPPLY, INC.**

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TALLAHASSEE, FLORIDA
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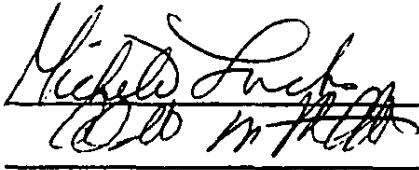
Articles of Merger between **SOUTHEASTERN MEDICAL SUPPLY, INC.**, a Florida corporation ("Southeastern") bearing Florida Department of State Document Number P02000010352, which is the surviving corporation, and **ACTIVE BY CHOICE, INC.**, a Florida corporation ("Active") bearing Florida Department of State Document Number P06000127403, which is the merging corporation.

Pursuant to Section 607.1105, of the Florida Business Corporation Act (the "Act"), Southeastern and Active adopt the following Articles of Merger:

1. The Plan and Agreement of Merger dated August 10, 2009 (the "Plan of Merger") between Southeastern and Active was approved and adopted by the unanimous consent of the Shareholders and Directors of Active on August 10, 2009 and was approved and adopted by the unanimous consent of the Shareholder and Directors of Southeastern on August 10, 2009.
2. Pursuant to the Plan of Merger, all issued outstanding shares of the capital stock of Active will be acquired by means of a merger of Active into Southeastern with Southeastern being the surviving corporation.
3. The Plan of Merger is attached as Exhibit "A" and made a part hereof.
4. Pursuant to Section 607.1105 of the Act, these Articles of Merger shall be effective as of the date of filing same with the Florida Department of State.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger this
10th day of August, 2009.

Witnesses:



(as to all parties)

**SOUTHEASTERN MEDICAL SUPPLY,
INC., a Florida corporation**

By 
ELEANOR M. METHOT, President

**ACTIVE BY CHOICE, INC., a Florida
corporation**

By 
ELEANOR M. METHOT, President

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EXHIBIT "A"
PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT, made this 10th day of August, 2009, by and between **SOUTHEASTERN MEDICAL SUPPLY, INC.**, a Florida corporation, ("Southeastern") bearing Florida Department of State Document Number P02000010352, **ACTIVE BY CHOICE, INC.**, a Florida corporation ("Active") bearing Florida Department of State Document Number P06000127403.

RECITALS:

WHEREAS, Southeastern is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Active is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Boards of Directors of Southeastern and Active deem it desirable and in the respective best interests of Southeastern and Active and their respective shareholders that Active be merged into Southeastern, with Southeastern being the surviving corporation; and

WHEREAS, the Boards of Directors of Southeastern and Active deem it essential that a definitive Plan and Agreement of Merger be formally adopted and approved.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the constituent corporations to this Agreement do hereby agree to the following terms and conditions of this Plan and Agreement of Merger.

1. **Surviving Corporation.** Active shall be merged into Southeastern and the corporate existence of Active shall cease and the corporate existence of Southeastern shall continue, and Southeastern shall become the owner, without other transfer, of all the rights and property of Active and, likewise, Southeastern shall become subject to all the debts and liabilities of Active in the same manner as if Southeastern had itself incurred them.

2. **Principal Office.** The principal office of Southeastern is located at 851 N. Surf Road, #202, Hollywood Fl 33019.

3. **Objects and Purposes.** The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on by the surviving corporation following the merger are the general business and affairs associated with the operation and maintenance of the surviving corporation.

4. **Articles of Incorporation.** The provisions of the Articles of Incorporation of the surviving corporation shall be as appears in the Articles of Incorporation of Southeastern as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation of Southeastern are hereby incorporated into this Agreement. From and after the effective date of this merger and until further amended, altered or restated as provided by law, the Articles of Incorporation of Southeastern separate and apart from this Agreement, shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

5. **By-Laws.** The present By-Laws of Southeastern shall remain the By-Laws of the surviving corporation following this merger and shall not be altered, amended nor repealed by reason of such merger.

6. **Names and Addresses of Directors.** The names and addresses of the persons who shall constitute the Board of Directors of Southeastern upon the effective date of the merger shall be as follows:

<u>NAME</u>	<u>ADDRESS</u>
Eleanor M. Melhot	851 N. Surf Road, #202, Hollywood Fl 33019
Celeste Methot	851 N. Surf Road, #202, Hollywood Fl 33019
Michele Fuchs	851 N. Surf Road, #202, Hollywood Fl 33019

7. **Conversion of Shares.** The manner and basis of converting and exchanging the shares of Active shall be as follows:

a. On the effective date of merger, each share of common stock, ten (\$.10) cents par value of Active (the "Active Stock"), issued and outstanding immediately before the effective date, by virtue of this merger and without any action on the part of the holders of

the shares of Active Stock, shall be converted into and exchanged for one (1) share of common stock, one (\$1.00) dollar par value of Southeastern (the "Southeastern Stock"). Fractional shares shall be issued to the nearest tenth of a share.

b. All issued and outstanding shares of the Southeastern Stock existing as of the effective date shall be canceled and shall cease to exist from and after the effective date.

c. As soon as practicable after the effective date of this merger, Southeastern shall issue and deliver, in accordance with this Paragraph 7, to the shareholders of Active, certificates for the number of shares of Southeastern Stock to which they shall have become entitled under this Agreement. After the effective date of the merger, the Active shareholders may surrender their certificate or certificates previously representing Active Stock to Southeastern and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of Southeastern Stock into which those shares of Active Stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of Active Stock shall be deemed for all corporate purposes to evidence ownership of the respective shares of Southeastern Stock into which they shall have been converted.

8. **Effective Date.** The effective date of this Plan of Merger shall be as of the date of filing of the Articles of Merger with the Florida Department of State.

9. **Abandonment of Merger.** Anything to the contrary herein notwithstanding, the Board of Directors of either constituent corporation may abandon this Plan of Merger by mutual consent, and thereupon, this Plan and Agreement of Merger shall be void and of no effect.

10. **Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

11. **Assignment.** This Agreement is not assignable without the prior written consent of the other party.

12. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

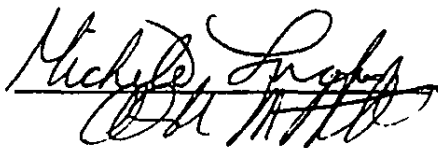
13. **Construction.** The parties agree and acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties shall not be employed in the interpretation of this Agreement or any amendment or exhibit thereto.

14. **Headings.** The headings of the sections herein are inserted for convenience only and shall not constitute a part hereof.

15. **Entire Agreement.** This Agreement, including any documents referred to herein, contains the entire understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the undersigned do hereunto set their hands and seals as of the day and year first above written.

Witnesses:


(as to all parties)

SOUTHEASTERN MEDICAL SUPPLY, INC.

By: 
ELEANOR M. METHOT, President

ACTIVE BY CHOICE, INC.

By: 
ELEANOR M. METHOT, President

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