

P02000100741

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

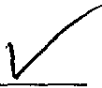
☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

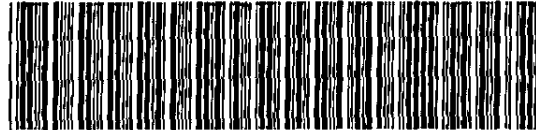
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merger

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05 MAY -4 AM 11:05
COMMONWEALTH OF MASSACHUSETTS
FALLS CHURCH, VA

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Elan Management Services Corporation
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Michael J. Polachek
(Name of person)

Tressler, Soderstrom, Maloney & Priess
(Name of firm/company)

2100 Manchester Road, Suite 950
(Address)

Wheaton, IL 60187
(City/state and zip code)

For further information concerning this matter, please call:

Michael J. Polachek at (630) 668-2800
(Name of person) (Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

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

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Elan Management Services Corporation	Illinois	64090917

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Elan Wellness Services Corporation	Florida	P02000100741
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 25, 2005.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on March 25, 2005.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Elan Wellness Services

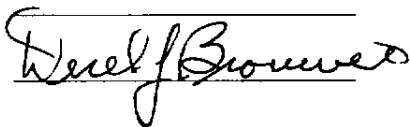


Derek J. Brouwer, Its President

Corporation, a Florida

corporation

Elan Management



Derek J. Brouwer, Its President

Services Corporation, an

Illinois corporation

**AGREEMENT AND PLAN OF
MERGER AND REORGANIZATION**

This AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "Agreement") is made as of the 25th day of March, 2005, by and between Elan Wellness Services Corporation, a Florida corporation ("FLCO") and Elan Management Services Corporation, an Illinois corporation ("ILLCO") (collectively referred to as the "Constituent Corporations").

RECITALS

A. FLCO is a corporation duly organized and existing under the laws of the State of Florida.

B. ILLCO is a corporation duly organized and existing under the laws of the State of Illinois and is a wholly-owned subsidiary of FLCO.

C. The boards of directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and their respective shareholders that FLCO be merged with and into ILLCO, with ILLCO being the surviving corporation (the "Merger").

D. This Agreement has been duly adopted by the boards of directors of the Constituent Corporations and has been duly approved and adopted by the unanimous consent of the respective shareholders of each Constituent Corporation, all in accordance with the laws for their respective jurisdictions of incorporation.

E. The shareholders of ILLCO who, would be entitled to vote and who dissent from the merger, may be entitled, if they comply with the provisions of the Business Corporation Act of Florida regarding appraisal rights, to be paid a fair market value of their shares. FLCO is the sole shareholder of ILLCO.

F. The Constituent Corporations desire and intend that the Merger will qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (commonly referred to as an "F Reorganization").

The holders of all the outstanding shares of ILLCO hereby waive the requirement that FLCO may not deliver Articles of Merger to the Department of State of Florida for filing until at least 30 days after the date it mailed a copy of this Plan of Merger to each shareholder of ILLCO.

NOW, THEREFORE, in reliance upon the foregoing recitals and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **The Merger.**

1.1 **Governing Law.** FLCO will be merged into ILLCO in accordance with the applicable laws of the States of Florida and Illinois. ILLCO will be the surviving corporation and will be governed by the laws of the State of Illinois.

1.2 **Effective Date.** The Effective Date of the Merger shall be, and such term as used herein shall mean, 5:00 p.m., Central Daylight Savings Time, on the day on which the Articles of Merger are filed in the office of the Secretary of State.

2. **Share Conversion.**

2.1 **Stock of FLCO.** On the Effective Date, each share of common stock of FLCO issued and outstanding immediately prior to the Merger will automatically be converted into and become, without further action by the holder thereof, one fully paid, issued and outstanding share of common stock of ILLCO. As of and after the Effective Date, each outstanding certificate which, prior to the Effective Date, represented shares of stock of FLCO will be deemed for all purposes to evidence ownership of and to represent an equal number of shares of stock of ILLCO. Each person holding as of the Effective Date one or more certificates which theretofore represented one or more shares of common stock of FLCO may surrender any such certificate to ILLCO (or to any agent designated for such purpose by ILLCO), and upon such surrender, ILLCO will, within a reasonable time, deliver to such person in substitution and exchange therefore one or more certificates evidencing the number of shares of common stock of ILLCO which such person is entitled to receive in accordance with the terms of this Agreement in substitution for the number of shares of common stock of FLCO theretofore represented by each certificate so surrendered.

2.2 **Stock of ILLCO.** Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of ILLCO outstanding immediately prior to the Effective Date shall be cancelled and returned to the status of authorized but unissued shares, without any consideration being payable therefore.

3. **Effect of the Merger.**

3.1 **Rights and Privileges.** On the Effective Date, ILLCO, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in ILLCO without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the

Constituent Corporations shall be preserved unimpaired, and all such debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, ILLCO and may be enforced against it to the same extent as if all of such debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Employee Benefit Plans. On the Effective Date, ILLCO will automatically assume all obligations of FLCO under all employee benefit plans, if any, in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

3.3 Certificate of Incorporation and By-Laws. The Certificate of Incorporation of ILLCO as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Certificate of Incorporation of ILLCO without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The By-Laws of ILLCO as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the By-Laws of ILLCO without change or amendment until thereafter amended in accordance with the provisions thereof, the Certificate of Incorporation of ILLCO and applicable laws.

3.4 Directors and Officers. The directors and officers of ILLCO shall be the directors and officers of ILLCO on the Effective Date, and such directors and officers shall serve until they are removed or replaced in accordance with the Certificate of Incorporation and By-Laws of ILLCO.

3.5 Further Action. From time to time, as and when requested by ILLCO, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as ILLCO, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to ILLCO, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise carry out the intent and purposes of this Agreement.

4. Termination; Amendment.

4.1 Termination Provision. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned upon written notice given at any time prior to the Effective Date of the Merger by either of the Constituent Corporations.

4.2 Amendment Provisions. Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the Effective Date; provided that, an amendment made subsequent to the adoption of this Agreement by the shareholders of the Constituent Corporations shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations, (2) alter or change any term of the Certificate of Incorporation of ILLCO, or (3) alter or change any of the terms and

conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of the Constituent Corporations; provided, however, the Constituent Corporations may by agreement in writing extend the time for performance of, or waive compliance with, the conditions or agreements set forth herein.

4.3 Board Action. In exercising their rights under this Section 4, each of the Constituent Corporations may act by its board of directors, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholders of the Constituent Corporations.

IN WITNESS WHEREOF, this Agreement, having first been duly adopted and approved by the board of directors of each of the Constituent Corporations and by all of the respective shareholders of the Constituent Corporations, is hereby executed on behalf of each of the Constituent Corporations by their respective officers thereunto duly authorized.

ELAN WELLNESS SERVICES CORPORATION,
a Florida corporation

By: Derek J. Brouwer
Derek J. Brouwer, President

Attest:

Derek J. Brouwer
Derek J. Brouwer
Secretary

ELAN MANAGEMENT SERVICES CORPORATION,
an Illinois corporation

By: Derek J. Brouwer
Derek J Brouwer, President

Attest:

Derek J. Brouwer
Derek J. Brouwer
Secretary