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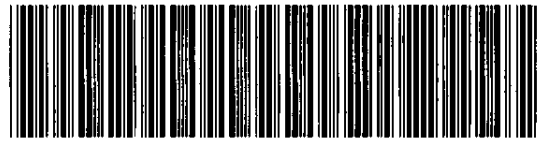
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T. HAMPTON

NOV 17 2009

EXAMINER

A. ANTHONY GIOVANOLI, P.A.  
ATTORNEY AT LAW

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November 14, 2009

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: Articles of Merger of:

Healing Touch Properties, LLC  
Document Number L06000004944

and

Winter Park Acupuncture, Inc.  
Document Number P07000134873

with and into

Still Waters Acupuncture, Inc.  
Document Number P06000126703

To whom it may concern:

Enclosed please find one (1) executed original and one (1) copy of the Articles of Merger for the above-named entities ("Articles of Merger"), along with a check in the amount of \$113.75 made payable to the Florida Department of State. Please file the original Articles of Merger and return one certified copy to me using the enclosed self-addressed, stamped envelope.

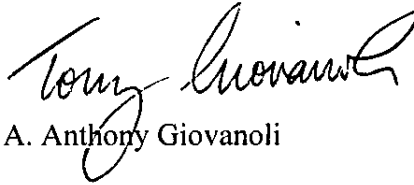
Thank you for your attention to this matter. Please do not hesitate to contact me if you have

A. ANTHONY GIOVANOLI, P.A.

Department of State  
November 14, 2009  
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any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Giovanoli", with a stylized flourish at the end.

A. Anthony Giovanoli

AAG/dms

Enclosures

copy: Still Waters Acupuncture, Inc. (w/out encls.)

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**ARTICLES OF MERGER**  
**OF**  
**HEALING TOUCH PROPERTIES, LLC,**  
**a Florida limited liability company,**  
**AND**  
**WINTER PARK ACUPUNCTURE, INC.,**  
**a Florida corporation,**  
**WITH AND INTO**  
**STILL WATERS ACUPUNCTURE, INC.,**  
**a Florida corporation**

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Pursuant to the Florida Business Corporation Act and the Florida Limited Liability Company Act (together, the "Acts"), the undersigned corporations, **HEALING TOUCH PROPERTIES, LLC**, a Florida limited liability company ("HTP"), **WINTER PARK ACUPUNCTURE, INC.**, a Florida corporation ("WPA"), and **STILL WATERS ACUPUNCTURE, INC.**, a Florida corporation ("SWA"), adopt the following Articles of Merger for the purpose of merging HTP and WPA into SWA. In connection therewith, the undersigned **DO HEREBY CERTIFY** as follows:

**FIRST:** That the names and states of incorporation of each of the constituent corporations are:

<u>Name</u>	<u>State of Incorporation</u>
HEALING TOUCH PROPERTIES, LLC	Florida - 206000004944
WINTER PARK ACUPUNCTURE, INC.	Florida - P07 00034873
STILL WATERS ACUPUNCTURE, INC.	Florida - P06000126703

**SECOND:** That the merger of HTP and WPA with and into SWA (the "Merger") is permitted by the laws of the state under which each constituent corporation is incorporated.

**THIRD:** That a Plan and Agreement of Merger (a copy of which is attached hereto and made a part hereof) has been duly adopted and unanimously approved by the members of HTP and the shareholders of WPA as of Nov 9<sup>th</sup>, 2009.

**FOURTH:** That the Plan and Agreement of Merger attached hereto, while not required to be submitted to the shareholders of SWA pursuant to Section 607.1103(7), *Florida Statutes*, was unanimously approved by the shareholders and directors of SWA as of Nov 9<sup>th</sup>, 2009.

**FIFTH:** That SWA is the surviving corporation.

**SIXTH:** That the Merger shall be effective as of the date these Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the Manager Member of HTP and the Boards of Directors of WPA and SWA have each caused these Articles of Merger to be executed by an authorized officer this 9<sup>th</sup> day of November, 2009.

HEALING TOUCH PROPERTIES, LLC,  
a Florida limited liability company

By: Constance G. Fraatz  
Constance G. Fraatz  
Its: Managing Member

STILL WATERS ACUPUNCTURE, INC.,  
a Florida corporation

By: Constance G. Fraatz  
Constance G. Fraatz  
Its: President

WINTER PARK ACUPUNCTURE, INC.,  
a Florida corporation

By: Constance G. Fraatz  
Constance G. Fraatz  
Its: President

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**PLAN AND AGREEMENT  
OF MERGER BETWEEN**

**HEALING TOUCH PROPERTIES, LLC,  
a Florida limited liability company,**

**AND**

**WINTER PARK ACUPUNCTURE, INC.,  
a Florida corporation,**

**AND**

**STILL WATERS ACUPUNCTURE, INC.,  
a Florida corporation**

**THIS PLAN AND AGREEMENT OF MERGER ("Plan"), is entered into by and among HEALING TOUCH PROPERTIES, LLC, a Florida limited liability company ("HTP"), WINTER PARK ACUPUNCTURE, INC., a Florida corporation ("WPA"), and STILL WATERS ACUPUNCTURE, INC., a Florida corporation ("SWA"), providing that HTP and WPA shall merge with and into SWA (the "Merger"), pursuant to the terms and conditions contained herein and in accordance with the Florida Business Corporation Act and the Florida Limited Liability Company Act (together, the "Acts").**

**WHEREAS, HTP is a Florida limited liability company with its principal place of business at 557 Osceola Avenue, Winter Park, Florida 32789;**

**WHEREAS, WPA is a Florida corporation with its principal place of business at 260 Lookout Place, Suite 209, Maitland, Florida 32751;**

**WHEREAS, SWA is a Florida corporation with its principal place of business also at 260 Lookout Place, Suite 209, Maitland, Florida 32751;**

**WHEREAS, the aggregate percentage of membership interests that HTP is authorized to issue is 100% (the "HTP Membership Interest"), of which 100% is owned by a single HTP member;**

**WHEREAS, the aggregate number of shares of capital stock that WPA is authorized to issue is 100 shares at \$0.01 par value (the "WPA Stock"), of which 100 shares are outstanding to a single shareholder;**

**WHEREAS, the aggregate number of shares of capital stock that SWA is authorized to issue is 100 shares at \$1.00 par value (the "SWA Stock"), of which 100 shares are outstanding to a single shareholder;**

WHEREAS, the HTP Membership Interest and all of the outstanding shares of WPA Stock and SWA Stock are owned by the same individual;

WHEREAS, the Acts permit the merger of one or more Florida corporations and Florida limited liability companies with and into another Florida corporation; and

WHEREAS, it is desirable for the benefit of all parties and their respective members and shareholders that the properties, businesses, assets, and liabilities of all parties be combined into one Surviving Corporation, which shall be SWA and which shall continue to exist under its present name pursuant to the Acts.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto, in accordance with the applicable provisions of the laws of the State of Florida, do hereby agree to and adopt the following:

#### ARTICLE I

##### 1.1 Names of Constituent Corporations.

Name of Disappearing Company	HEALING TOUCH PROPERTIES, LLC, a Florida limited liability company
Name of Disappearing Corporation	WINTER PARK ACUPUNCTURE, INC., a Florida corporation
Name of Surviving Corporation	STILL WATERS ACUPUNCTURE, INC., a Florida Corporation

1.2 The Merger; Effect of Merger. At the Effective Time (as defined in Section 1.3 below), HTP and WPA shall be merged with and into SWA, the separate existences of HTP and WPA shall cease, and SWA, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Florida.

1.3 Effective Time. The Effective Time of the Merger shall be as of the date the Articles of Merger and this Plan are filed with the Florida Department of State.

1.4 Rights and Obligations of the Surviving Corporation. At the Effective Time, in accordance with the applicable laws of the Acts, the Surviving Corporation shall possess, insofar as permitted by such laws, all rights, privileges and powers of HTP and WPA; and all property and assets of HTP and WPA shall vest in the Surviving Corporation without any further act or deed; and the Surviving Corporation shall assume and be liable for all liabilities and obligations of HTP and WPA.

1.5 Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of HTP and WPA, as well as enforcement of any obligation of the Surviving Corporation arising from the Merger.

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**ARTICLE II**

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2.1 Surviving Corporation Stock. At the Effective Time, each share of SWA Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as one share of common stock, \$1.00 par value, of the Surviving Corporation. Except for the conversion of shares described in Section 2.2 below, no shares of SWA Stock shall be issued to any person in connection with the Merger.

2.2 Conversion of HTP Membership Interest and WPA Stock. Since the owner of the HTP Membership Interest and the WPA Stock is already the sole shareholder of SWA, at the Effective Time, the HTP Membership Interest and all of the issued and outstanding shares of the WPA Stock shall be converted into an aggregate cash amount equal to \$10.00.

2.3 Surrender of Member/Stock Certificates. At the Effective Time, no actual surrender of certificates representing the HTP Membership Interest and shares of the WPA Stock is required; instead, from and after the Effective Time, all such certificates shall be deemed for all purposes surrendered and canceled.

2.4 Closing of Membership Interest/Stock Transfer Books. From and after the Effective Time, the membership interest and stock transfer books of HTP and WPA, respectively, shall be closed and no transfer of the membership interests of HTP or shares of WPA stock shall thereafter be made.

**ARTICLE III**

3.1 Articles of Incorporation. The Articles of Incorporation of SWA in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation, until such Articles shall be amended as provided by law.

3.2 Bylaws. The Bylaws of SWA in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed.

3.3 Board of Directors. The membership of the Board of Directors of SWA in effect immediately prior to the Effective Time shall be and remain the membership of the Board of Directors of the Surviving Corporation, until such time as successors are duly elected and seated and/or the number of members is altered in accordance with the terms of the Bylaws of the Surviving Corporation.

**ARTICLE IV**

4.1 Amendment. The parties hereto, by mutual consent of their respective Managing Members and Boards of Directors, may amend this Plan prior to the filing of the Articles of Merger with the Florida Department of State; provided, however, that an amendment made subsequent to the adoption of this Plan by the members and shareholders of each party



shall be subject to the limitations specified in the Acts.

4.2 Termination. This Plan may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the filing of the Articles of Merger with the Florida Department of State, whether before or after adoption of this Plan by the members and shareholders of each party, if the Managing Members and Board of Directors of any party hereto determines that the consummation of the transactions provided for herein would not, for any reason, be in its best interest.

4.3 Condition to Merger. The obligations of HTP to effect the Merger shall be subject to the Managing Member of HTP submitting the terms of this Plan to its member for requisite approval, and obtaining such approval at or prior to the Effective Time. The obligations of WPA to effect the Merger shall be subject to the Board of Directors of WPA submitting the terms of this Plan to its shareholder for requisite approval, and obtaining such approval at or prior to the Effective Time. The obligations of SWA to effect the Merger shall be subject to the Board of Directors of SWA adopting and approving the terms of this Plan. Action by the shareholders of SWA on this Plan is not required pursuant to Section 607.1103(7) of the Florida Business Corporation Act.

4.4 Filing of Articles of Merger. After obtaining the necessary approval by such members and shareholders, all required documents shall be executed, filed and recorded and all required action shall be taken in order to consummate the Merger.

IN WITNESS WHEREOF, HTP, WPA and SWA have caused this Plan and Agreement of Merger to be executed in their corporate names by their respective officers this 7<sup>th</sup> day of November, 2009.

HEALING TOUCH PROPERTIES, LLC,  
a Florida limited liability company

By: Constance G. Fraatz  
Constance G. Fraatz  
Its: Managing Member

STILL WATERS ACUPUNCTURE, INC.,  
a Florida corporation

By: Constance G. Fraatz  
Constance G. Fraatz  
Its: President

WINTER PARK ACUPUNCTURE, INC.,  
a Florida corporation

By: Constance G. Fraatz  
Constance G. Fraatz  
Its: President

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