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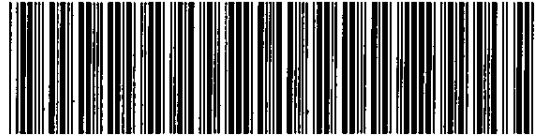
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J. BRYAN

JAN 14 2008

EXAMINER

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** GERALD PROPERTIES, LLC  
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

WILLIAM L. MUELLER  
(Contact Person)

Viking Associates  
(Firm/Company)

600 Route 38 West  
(Address)

Cherry Hill, NJ 08002  
(City, State and Zip Code)

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For further information concerning this matter, please call:

William L. Mueller at ( 856 ) 488-2500 X31  
(Name of Contact Person) (Area Code and Daytime Telephone Number)

Certified copy (optional) \$30.00

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**ARTICLES OF MERGER**

**OF**

**REHAB PROFESSIONALS LLC**  
(a Florida limited liability company)

No. L06000004898

**INTO**

**GERALD PROPERTIES, LLC**  
(a Florida limited liability company)

No. L05000109436

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**PURSUANT TO THE FLORIDA LIMITED LIABILITY COMPANY ACT**

These **ARTICLES OF MERGER** by and between **REHAB PROFESSIONALS LLC**, a Florida limited liability company (the “Merging Party”), and **GERALD PROPERTIES, LLC**, a Florida limited liability company (the “Surviving Party”) are being submitted on this 10th day of January, 2008, in accordance with the Florida Limited Liability Company Act (Fla. Stat. Ann §§ 608.401-608.705) (the “Act”), specifically Section 608.4382 of the Act relating to articles of merger.

1. The exact name, street address of its principal office, jurisdiction, and entity type for each party to these Articles are as follows:

REHAB PROFESSIONALS LLC  
1550 Avenue C, Riviera Beach, Florida 33404  
Jurisdiction: Florida  
Type: Limited Liability Company

GERALD PROPERTIES, LLC  
1550 Avenue C, Riviera Beach, Florida 33404  
Jurisdiction: Florida  
Type: Limited Liability Company

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Party are as follows:

GERALD PROPERTIES, LLC  
1550 Avenue C, Riviera Beach, Florida 33404  
Jurisdiction: Florida  
Type: Limited Liability Company

3. The Agreement and Plan of Merger, attached as Exhibit A hereto, was approved by the Merging Party and the Surviving Party in accordance with the applicable provisions of Section 608 of the Act.

4. The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of organization of any limited liability company that is a party to the merger.

5. The merger shall become effective as of the date these Articles of Merger are filed with the Florida Department of State.

6. These Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

***[SIGNATURES BEGIN ON FOLLOWING PAGE]***

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IN WITNESS WHEREOF, each of the undersigned limited liability companies have caused these Articles of Merger to be signed by a duly authorized member on the date first stated above.

SURVIVING PARTY:

GERALD PROPERTIES, LLC, a Florida limited liability company

By: J.S. FAMILY HOLDINGS, INC., its sole member

By: Ernest M. Nepa  
Name: Ernest M. Nepa  
Title: Vice President

MERGING PARTY:

REHAB PROFESSIONALS LLC, a Florida limited liability company

By: J.S. FAMILY HOLDINGS, INC., its sole member

By: Ernest M. Nepa  
Name: Ernest M. Nepa  
Title: Vice President

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made this 10th day of January, 2008, by and between REHAB PROFESSIONALS LLC, a Florida limited liability company (the "Merging Party"), and GERALD PROPERTIES, LLC, a Florida limited liability company (the "Surviving Party"), the said entities being hereafter sometimes collectively called the "Participating Parties".

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### WITNESSETH

WHEREAS, the Merging Party is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Surviving Party is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, a majority-in-interest of the Members of the Participating Parties, by written approvals, each have approved this Agreement and Plan of Merger and declare it to be advisable and in the best interests of the Participating Parties and their members that the Merging Party merge with and into the Surviving Party, in the manner and upon the terms and conditions set forth herein (the "Merger") pursuant to the applicable provisions of the Florida Limited Liability Company Act (Fla. Stat. Ann. §§608.401-608.705) (the "Florida Act").

NOW, THEREFORE, for the purpose of effecting such Merger and prescribing the terms and conditions of the mutual covenants and agreements contained herein, the Participating Parties, intending to be legally bound hereby, covenant and agree as follows:

1. Merger. The Merging Party shall be merged with and into the Surviving Party (the "Merger") on the Effective Date (as defined below), in accordance with the Florida Act, and on the terms and conditions set forth in this Agreement and Plan of Merger. From and after the Effective Date, the Surviving Party shall be the surviving limited liability company and shall continue to do business as a limited liability company organized and existing under the laws of the State of Florida, unaffected and unimpaired by the merger, with all rights, privileges, immunities and powers, and subject to all the duties and liabilities of a limited liability company organized and existing under the laws of the State of Florida. The parties hereto shall cause the Merger to be consummated by filing a certificate of merger (the "Certificate of Merger with the Secretary of State of the State of Florida for filing, as provided in Section 608.4382 of Florida Law (the date and time of such filing being the "Effective Time").

2. Articles of Organization and Operating Agreement of Surviving Party. The Articles of Organization and the Operating Agreement of the Surviving Party, as in effect immediately before the Merger, shall be the Articles of Organization and Operating Agreement of the Surviving Party thereafter until amended as provided by law and in accordance with their respective terms.

3. Conversion of Membership Interests.

On the Effective Date, the ownership of all membership interests in the Surviving Party shall be vested in J. S. Family Holdings, Inc., which is the sole member of both the Merging Party and the Surviving Party.

5. Effect of Merger.

Upon the Effective Date of the Merger:

(a) The separate existence of the Merging Party shall terminate and the Surviving Party shall become the owner, without other transfer or further act or deed, of all of the rights, privileges, powers, property, franchises, estates and interests of every kind of the Merging Party, as effectually as the property of the Surviving Party as they were of the Merging Party; and the Surviving Party shall be subject to all debts and liabilities of the Merging Party in the same manner as if the Surviving Party had itself incurred them; and the Surviving Party shall be subject to all of the restrictions, disabilities and duties of both of the Participating Parties, which shall not revert or be in any way impaired by reason of this merger; and rights of creditors and liens upon any property of either of the Participating Parties shall be preserved unimpaired.

(b) The assets and liabilities of the Merging Party shall be taken up on the books of the Surviving Party in the amount at which they shall at that time be carried on the books of the Merging Party.

6. State Filings. The Members of the Participating Parties shall make and execute whatever certificates and documents are required by the State of Florida to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things which may be necessary and proper to effect such Merger.

7. Name and Address of Sole Member. The name and address of the sole member of the Surviving Party is J.S Family Holdings, Inc., 1550 Avenue C, Riviera Beach, Florida 33404.

8. Further Assurances. If at any time after the Effective Date, the Surviving Party shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to the Surviving Party full title to and possession of all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises or Company, the Members of the Surviving Party, or at the request of persons who were Members of the Merging Party immediately prior to the Effective Date, as such Members, shall have the authority to and shall take all such actions and execute and deliver all such instruments as the Surviving Party may so determine to be necessary or desirable.

9. Miscellaneous.

(a) To the extent permitted by the Florida Act, this Agreement and Plan of Merger may be amended, modified, or supplemented only by written agreement of the parties at any time before the Effective Time with respect to any of the terms contained herein, except that the amount and form of the consideration payable in the Merger may not be altered without the

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approval of the holders of a majority-in-interest of the membership interests of the Merging Party.

(b) This Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned or delegated by any party without the prior written consent of the other parties. This Agreement is not intended to confer upon any other Person except the parties any rights or remedies hereunder.

(c) As used in this Agreement, unless otherwise defined herein:

(i) "including" means "including without limitation";

(ii) "Person" means an individual, a partnership, a limited liability company, a joint venture, a corporation, a trust, an incorporated organization, or a government or any department or agency thereof; and

(iii) all dollar amounts are expressed in United States funds.

(d) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to choice-of-law principles.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect the interpretation hereof.

(g) This Agreement, including the Exhibits hereto, embody the entire agreement and understanding of the parties in respect of the subject matter contained herein and supersede all prior agreements and understandings among the parties with respect to that subject matter. There are no restrictions, promises, representations, warranties (express or implied), covenants, or undertakings of the parties, other than those expressly set forth or referred to in this Agreement.

(i) If any provision hereof is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall continue in full force and effect and will in no way be affected or invalidated.

(j) The parties agree that money damages or other remedy at law would not be a sufficient or adequate remedy for any breach or violation of, or default under, this Agreement by them and that in addition to all other remedies available to them, each of them shall be entitled, to the fullest extent permitted by law, to an injunction restraining such breach, violation, or default or threatened breach, violation, or default and to any other equitable relief, including specific performance, without bond or other security being required.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Plan and Agreement of Merger on the date first written above.

MERGING PARTY:  
REHAB PROFESSIONALS LLC, a Florida  
Limited Liability Company

By: Ernest M. Nepa  
Name: Ernest M. Nepa  
Title: Vice President

SURVIVING PARTY:  
GERALD PROPERTIES, LLC, a Florida Limited  
Liability Company

By: Ernest M. Nepa  
Name: Ernest M. Nepa  
Title: Vice President

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