

A98000002852

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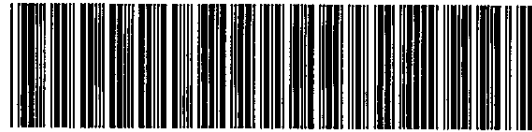
(Business Entity Name)

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CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 890734 4306440

AUTHORIZATION

COST LIMIT : \$ 210.00

FILED
2006 MAR 15 PM 2:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : February 27, 2006

ORDER TIME : 3:37 PM

ORDER NO. : 890734-030

CUSTOMER NO: 4306440

ARTICLES OF MERGER

SACRED HEART ACQUISITION, LTD.

INTO

SHHMOB PENSACOLA, LTD.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY (2)

CONTACT PERSON: Darlene Ward, Ext. 2935

EXAMINER'S INITIALS: _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4384 and/or ~~620.203~~, Florida Statutes.
620.2108

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. SACRED HEART ACQUISITION, LTD. 3760 Kilroy Airport Way, Suite 300 Long Beach, CA 90806	Florida	Limited Partnership

Florida Document/Registration Number: A05000001985 FEI Number: _____

2. _____

Florida Document/Registration Number: _____ FEI Number: _____

3. _____

Florida Document/Registration Number: _____ FEI Number: _____

4. _____

Florida Document/Registration Number: _____ FEI Number: _____

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
SHHMOB PENSACOLA, LTD.	Florida	Limited Partnership
3760 Kilroy Airport Way, Suite 300		
Long Beach, CA 90806		

Florida Document/Registration Number: A98000002852 FEI Number: _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

The date the Articles of Merger are filed with Florida Department of State

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity

Sacred Heart Acquisition, Ltd.

Signature(s)

By: HCP PENSACOLA MOB GP, LLC
Its: General Partner
By: HCP BIRMINGHAM PORTFOLIO, LLC
Its: Sole Member
By: HCP TRUST
Its: Sole Member

By

3/15/06

Typed or Printed Name of Individual

SHHMOB Pensacola, Ltd.

By: JOHNSON DEVELOPMENT, INC. DOING BUSINESS IN THE
STATE OF FLORIDA AS J.D. PENSACOLA, INC., Its General
Partner

By:

3/15/06

(Attach additional sheet(s) if necessary)

FILED
2006 MAR 15 PM 2:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or ~~620.202~~, is being submitted in accordance with section(s) 607.1108, 608.438, and/or ~~620.201~~, Florida Statutes. ~~620.2108~~
620.2108

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
SACRED HEART ACQUISITION, LTD.	Florida
SHHMOB PENSACOLA, LTD.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
SHHMOB PENSACOLA, LTD.	Florida

THIRD: The terms and conditions of the merger are as follows: Capitalized terms are defined in Exhibit A attached hereto.

Upon the filing of these Articles of Merger (the "Effective Time"), by virtue of the Merger and without any action on the part of the constituent domestic limited partnerships, pursuant to this Agreement, the Articles of Merger and the Florida Statutes:

(a) Conversion of Limited Partnership Interests of SHHMOB Pensacola, Ltd.: Each limited partnership interest of SHHMOB Pensacola, Ltd. issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive the Per Interest Merger Consideration (as defined in Paragraph FOURTH below) in cash.

(b) Sacred Heart Acquisition, Ltd: HCP Birmingham Portfolio, LLC's limited partner interest in Sacred Heart Acquisition, Ltd. prior to the Effective Time shall be converted into a validly issued limited partner interest in the SHHMOB Pensacola, Ltd., the surviving entity. The general partnership interest in Sacred Heart Acquisition, Ltd. held by HCP Pensacola MOB GP, LLC held prior to the Effective Time shall be converted into a validly issued general partner interest in Sacred Heart Acquisition, Ltd., the surviving entity.

(Attach additional sheet(s) if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows: Capitalized terms are defined on the Exhibit A attached hereto.

- (i) \$26,317,000 (the "Allocated Value"); reduced by
 - (ii) the sum of (A) the outstanding principal balance of the Property Indebtedness, plus all accrued and unpaid interest thereon on and as of the date of this Plan of Merger, (B) the Identified Prepayment Fees, (C) the Proration Debit Amount, (D) the Identified Company Expenses, and (E) the Identified Unpaid Tenant Improvement Costs relating to the Property;
 - (iii) further reduced by the sum of (A) the Unidentified Prepayment Fees and (B) the Unidentified Unpaid Tenant Improvement Costs, in each case, to the extent the same has become available at the Closing;
 - (iv) further reduced by any Unidentified Company Expenses, to the extent such expenses have not previously been paid by SHHMOB Pensacola, Ltd.; and
 - (v) increased by the Proration Credit Amount.
- The foregoing being referred to herein as the "Aggregate Merger Consideration".
- (b) The portion of the Aggregate Merger Consideration payable with respect to a limited partnership interest in SHHMOB Pensacola, Ltd. shall be calculated by multiplying the Aggregate Merger Consideration by 0.001%, rounded to the nearest cent (the "Per Interest Merger Consideration").

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

Not Applicable.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

HCP Pensacola MOB GP, LLC
3760 Kilroy Airport Way, Suite 300
Long Beach, CA 90806

If General Partner is a Non-Individual,
Florida Document/Registration Number

M05000006086

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

EIGHTH: Other provisions, if any, relating to the merger:

(Attach additional sheet(s) if necessary)

EXHIBIT A
TO PLAN OF MERGER

DEFINED TERMS

“Ground Lease” means that certain Ground Lease dated February 1, 1999 between Sacred Heart Hospital of Pensacola, a Florida nonprofit corporation, as landlord, and SHHMOB Pensacola, Ltd., as tenant, relating to the Property (defined below).

“Property Indebtedness” shall mean debt obligations of SHHMOB Pensacola, Ltd., the proceeds of which were used to purchase or improve the real property owned by SHHMOB Pensacola, Ltd. (the “Property”) or the repayment of which is secured by the Property.

“Identified Company Expenses” means the aggregate of all expenses of SHHMOB Pensacola, Ltd. to the extent such expenses have not been paid in full as of the date of this Plan of Merger.

“Identified Prepayment Fees” means the charges, fees, penalties and payments that become due or arise out of the prepayment of any of the Property Indebtedness.

“Lease” means as to the Property, any and all leases (but excluding the Ground Lease), subleases, licenses, concessions, and other forms of agreement, however denominated, written or oral, granting the right of use or occupancy of any portion of the Property to any tenant and all renewals, modifications, amendments, guarantees, and other agreements affecting the same, together with all rents.

“Proration Credit Amount” means all amounts that operate to increase the Aggregate Merger Consideration with respect to the Property that are ascertainable as of the date of this Plan of Merger.

“Proration Debit Amount” means all amounts that operate to decrease the Aggregate Merger Consideration with respect to the Property that are ascertainable as of the date of the Plan of Merger.

“Identified Unpaid Tenant Improvement Costs” means all tenant improvements or allowances which are the landlord’s obligations under any and all leases, subleases, licenses, concessions, and other forms of agreement, however denominated, written or oral, granting the right of use or occupancy of any portion of the Property to any tenant and all renewals, modifications, amendments, guarantees, and other agreements affecting the same, together with all rents executed and delivered prior to the date of this Plan of Merger that remain unpaid as of the date of this Plan of Merger.

“Unidentified Company Expenses” means all unidentified expenses of the SHHMOB Pensacola, Ltd.

"Unidentified Prepayment Fees" means all charges, fees, penalties and payments that become due or arise out of the prepayment of the Property Indebtedness.

"Unidentified Unpaid Tenant Improvement Costs" all tenant improvements or allowances which are the landlord's obligation under all Leases.