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**MERGER OR SHARE EXCHANGE  
HYNES PROPERTIES, LLC**

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EXAMINER

**ARTICLES OF MERGER  
OF  
315 NASA BOULEVARD, L.L.C. AND  
RDH HOLDINGS, LLC  
INTO  
HYNES PROPERTIES, LLC**

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**ARTICLES OF MERGER** between 315 NASA BOULEVARD, L.L.C., a Florida limited liability company, RDH HOLDINGS, LLC, a Florida limited liability company, and HYNES PROPERTIES, LLC, a Florida limited liability company.

Pursuant to §608.4382, Florida Statutes, HYNES PROPERTIES, LLC, 315 NASA BOULEVARD, L.L.C., and RDH HOLDINGS, LLC, adopt the following Articles of Merger.

**ARTICLE I**

The Agreement and Plan of Merger dated May 1, 2012, (the "Plan of Merger") between 315 NASA BOULEVARD, L.L.C., RDH HOLDINGS, LLC, and HYNES PROPERTIES, LLC, was unanimously approved and adopted by the members of 315 NASA BOULEVARD, L.L.C., on May 1, 2012, was unanimously approved and adopted by the members of RDH HOLDINGS, LLC, on May 1, 2012, and was unanimously approved and adopted by the members of HYNES PROPERTIES, LLC, on May 1, 2012, all in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

**ARTICLE II**

Pursuant to the Plan of Merger, all interests of 315 NASA BOULEVARD, L.L.C. and RDH HOLDINGS, LLC, will be acquired by means of a merger of 315 NASA BOULEVARD, L.L.C. and RDH HOLDINGS, LLC, into HYNES PROPERTIES, LLC, the surviving entity (the "Merger").

**ARTICLE III**

The Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

**ARTICLE IV**

Pursuant to §608.4382(1)(f) of the Florida Statutes, the effective date of the Merger shall be the date of filing of these Articles of Merger.

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DIVISION OF CORPORATIONS  
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AM 8:49

IN WITNESS WHEREOF, the parties have set their hands this 1<sup>st</sup> day of May, 2012.

315 NASA BOULEVARD, L.L.C.

By: Hynes Properties, LLC, its Member

By: [Signature]  
Richard A. Hynes, M.D., Member

By: [Signature]  
Diane L. Hynes, Member

RDH HOLDINGS, LLC

By: [Signature]  
Richard A. Hynes, M.D., Member

By: [Signature]  
Diane L. Hynes, Member

HYNES PROPERTIES, LLC

By: [Signature]  
Richard A. Hynes, M.D., Member

By: [Signature]  
Diane L. Hynes, Member

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER  
OF  
315 NASA BOULEVARD, L.L.C. AND  
RDH HOLDINGS, LLC  
INTO  
HYNES PROPERTIES, LLC

**THIS AGREEMENT AND PLAN OF MERGER** is made this 1<sup>st</sup> day of May, 2012, by and between HYNES PROPERTIES, LLC, a Florida limited liability company, (the "Surviving Entity") and 315 NASA BOULEVARD, L.L.C., a Florida limited liability company, and RDH HOLDINGS, LLC, a Florida limited liability company, (collectively, the "Disappearing Entities") (the Surviving Entity and Disappearing Entities collectively referred to as the "Constituent Entities").

**WITNESSETH:**

**WHEREAS**, the Managers of each of the Disappearing Entities have determined that it is advisable that the Disappearing Entities be merged into the Surviving Entity (the "Merger") upon the terms, and subject to the conditions set forth in this Plan of Merger (the "Plan");

**WHEREAS**, the Members of the Surviving Entity have determined that it is advisable that the Disappearing Entities be merged into the Surviving Entity, on the terms and conditions herein set forth; and

**WHEREAS**, this Merger is being effected pursuant to this Plan and in accordance with Section 608.438 of the Florida Statutes.

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties hereto agree as follows:

1. **Articles of Organization.** The Articles of Organization of the Surviving Entity, in effect immediately prior to the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Organization of the Surviving Entity from and after the Effective Date until further amended as permitted by law.

2. **Operating Agreement.** The Operating Agreement of the Surviving Entity in effect immediately prior to the Effective Date shall, without any changes, be the Operating Agreement of the Surviving Entity from and after the Effective Date until further amended as permitted by law.

3. **Conversion of Membership Interests.** At the Effective Date, by virtue of the Merger and without any action on the part of the Constituent Entities or the holder of any membership interests of the Constituent Entities, the following will occur:

(a) Any and all membership interests or rights to acquire any membership interests of the Disappearing Entities outstanding immediately prior to the Effective Date shall be canceled and extinguished by virtue of the Merger and without any action on the part of the holder thereof. The transfer books of the Disappearing Entities shall be closed and no transfer of the Disappearing Entities' interests or exercise of options to acquire the same shall be made at or after the Effective Date.

(b) All interests of the Surviving Entity outstanding immediately prior to the Effective Date shall remain outstanding after the Merger as membership interests of the Surviving Entity, without effect by the Merger.

4. **Effect of Merger.** On the Effective Date, the separate existence of the Disappearing Entities shall cease, and the Surviving Entity shall be fully vested in the Disappearing Entities' rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §608.4383 of the Florida Statutes.

5. **Supplemental Action.** If at any time after the Effective Date the Surviving Entity shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of the Surviving Entity or the Disappearing Entities, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Entity, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Entity, or to otherwise carry out the provisions of this Plan.

6. **Filing with the Florida Department of State and Effective Date.** Upon execution of this Plan, the Disappearing Entities and the Surviving Entity shall cause their respective authorized representatives to execute Articles of Merger in the form attached hereto and upon such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth therein and shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by the Surviving Entity to the Florida Department of State. In accordance with §608.4382(1)(f) of the Florida Statutes, the Articles of Merger shall specify the "Effective Date," which shall be the date of filing of the Articles of Merger with the Florida Department of State.

7. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by one of the Constituent Entities which is, or the Members of which are, entitled to the benefit thereof by action taken by the Managers or Managing Members of such party, or may be amended or modified in whole or in part at any time prior to the vote of the Members of the Constituent Entities by an agreement in writing executed in the same manner (but not necessarily by

the same persons), or at any time thereafter as long as such change is in accordance with applicable provisions of the Florida Statutes.

8. **Termination.** At any time before the Effective Date this Plan may be terminated and the Merger abandoned by mutual consent of the Managers of the Disappearing Entities and the Managing Members of the Surviving Entity, notwithstanding favorable action by the members of the Constituent Entities.

IN WITNESS WHEREOF, the parties have set their hands this 1<sup>st</sup> day of May, 2012.

315 NASA BOULEVARD, L.L.C.

By: Hynes Properties, LLC, its Member

By: [Signature]  
Richard A. Hynes, M.D., Member

By: [Signature]  
Diane L. Hynes, Member

RDH HOLDINGS, LLC

By: [Signature]  
Richard A. Hynes, M.D., Member

By: [Signature]  
Diane L. Hynes, Member

HYNES PROPERTIES, LLC

By: [Signature]  
Richard A. Hynes, M.D., Member

By: [Signature]  
Diane L. Hynes, Member