

6666666666083

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

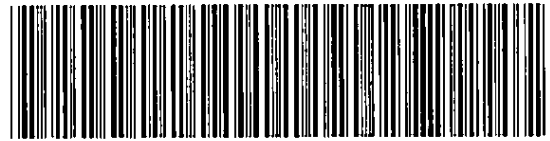
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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03/20/23--01013--009 **25.00

06/20/23--01004--006 **50.00

2023 MAR 20 AM 11:05

FILED



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 25, 2023

GARY B. FRESE, ESQUIRE
2200 FRONT STREET, #301
MELBOURNE, FL 32901

SUBJECT: HYNES PROPERTIES, LLC
Ref. Number: L00000006083

2023 MAR 20 AM 11:05

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We have received your document for HYNES PROPERTIES, LLC and your check(s) totaling \$25.00. However, the document has not been filed and is being retained in this office for the following:

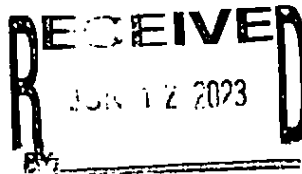
The total amount due for the merger is \$75.00. The merger fees are \$25.00 for each merging party.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Tammi Cline
Regulatory Specialist II Supervisor

Letter Number: 323A00012013



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HYNES PROPERTIES LLC, a Florida limited liability company

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Gary B. Frese, Esquire

Contact Person

Frese, Whitehead, Anderson & Henderson, PA

Firm/Company

2200 Front Street, #301

Address

Melbourne, FL 32901

City, State and Zip Code

dlhynes@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Gary B. Frese, Esq at (321) 984-3300

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

2023 MAR 20 AM 11:05

FILED

((()))

607-18570
607-15625
600-6083

**ARTICLES OF MERGER
OF
WEST MEDICAL, LLC, a Florida limited liability company and
CRANE CREEK WEST, LLC, a Florida limited liability company
INTO
HYNES PROPERTIES, LLC, a Florida limited liability company**

Pursuant to Section 605.1021 et. seq of the Florida Revised Limited Liability Act (the "Acts"), **WEST MEDICAL, LLC, a Florida limited liability company and CRANE CREEK WEST, LLC, a Florida limited liability company and HYNES PROPERTIES, LLC, a Florida limited liability company** adopt the following Articles of Merger.

ARTICLE I

The Plan of Merger dated March 8, 2023 (the "Plan of Merger") among WEST MEDICAL, LLC, a Florida limited liability company and CRANE CREEK WEST, LLC, a Florida limited liability company and HYNES PROPERTIES, LLC, a Florida limited liability company was approved and adopted by all the members and managers of West Medical, LLC on March 8, 2023, by Crane Creek West, LLC on March 8, 2023, and by Hynes Properties, LLC. on March 8, 2023, all in accordance with the Act.

ARTICLE II

Pursuant to the Plan of Merger, all membership interests of West Medical, LLC and Crane Creek West, LLC. shall be cancelled and extinguished by virtue of merger without any action on the part of any holder thereof, and all interests of Hynes Properties, LLC, shall continue unchanged after the merger without effect (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 the Acts, the date and time of the effectiveness of the Merger shall be Midnight, March 31, 2023.

2023 MAR 20 AM 11:06

FILED


 **MELANIE CHASTAIN**
Commission # GG 962434
Expires March 28, 2024

EXHIBIT "A"

PLAN OF MERGER

merging

WEST MEDICAL, LLC, a Florida limited liability company and
CRANE CREEK WEST, LLC, a Florida limited liability company
INTO
HYNES PROPERTIES, LLC, a Florida limited liability company

2023 MAR 20

FILED

THIS PLAN OF MERGER (the "Plan"), is made and entered into as of March 8, 2023, pursuant to Section 605.1021 et. seq. of the Florida Revised Limited Liability Company Act (FLLCA), by and between WEST MEDICAL, LLC, a Florida limited liability company and CRANE CREEK WEST, LLC, a Florida limited liability company (the "Merging Companies" and HYNES PROPERTIES, LLC, a Florida limited liability (the "Surviving Company") all collectively referred to as (the "Constituent Companies").

WITNESSETH:

WHEREAS, WEST MEDICAL, LLC, a Florida limited liability company, CRANE CREEK WEST, LLC, a Florida limited liability company and HYNES PROPERTIES, LLC, a Florida limited liability company are duly formed and existing entities under the laws of the State of Florida; and

WHEREAS, the parties hereto desire that the Merging Companies be merged with and into the Surviving Company under the Articles of Organization of Hynes Properties, LLC and with the name "Hynes Properties, LLC." pursuant to the terms and conditions of this Plan; and

WHEREAS, all the members and managers of the Merging Companies, and all the members and managers of Surviving Company have approved the merger of the Merging Companies with and into the Surviving Company upon the terms and subject to the conditions set forth herein (the "Merger"); and

WHEREAS, all the members and managers of the Merging Companies, and all the managers and members of the Surviving Company have approved and adopted this Plan, each by written consent.

NOW, THEREFORE, for good and valuable consideration, the parties agree that (a) at the Effective Time (as defined in Section 7.1), the Merging Companies shall be merged with and into the Surviving Company, (b) the Surviving Company shall survive the Merger and shall continue in existence as a company formed and existing under, and governed by, the laws of the State of Florida, and (c) the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as hereinafter set forth:

ARTICLE 1

Certificate of Formation of the Surviving Company

The company surviving the Merger (the "Surviving Company") shall be HYNES PROPERTIES, LLC. The Articles of Organization of Hynes Properties, LLC in effect at the Effective Time shall be the Articles of Organization of the Surviving Company.

ARTICLE 2

shall occur at the effective time stated in the Articles of Merger to be filed with the Secretary of State of the State of Florida.

7.2 *Termination.* This Agreement and the Merger may be terminated at any time prior to the Effective Time by either the Merging Companies or HYNES PROPERTIES, LLC. In the event of the termination and abandonment of the Merger pursuant to the provisions of this Section 7.2, this Agreement and the transactions contemplated hereby shall become void and have no effect, without any liability on the part of the Merging Companies or HYNES PROPERTIES, LLC or their respective managers or members in respect of this Agreement.

7.3 *Amendment or Modification.* With respect to the Merger and subject to the provisions of applicable law, this Agreement may be amended or modified at any time prior to the Effective Time with the consent of the Merging Companies and HYNES PROPERTIES, LLC.

7.4 *Sole Agreement of Parties.* This Agreement and the documents referred to herein constitute the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. This Agreement may not be amended except in writing signed by all parties.

7.5 *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.6 *Governing Law.* This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.7 *Further Assurances.* All parties hereto agree from time to time, as and when requested by another party hereto, or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any assets of the Merging Companies acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the managers of the parties hereto are fully authorized in the name of their respective limited liability companies to take any and all such actions.

7.8 *Headings.* All sections and articles referred to herein are sections and articles of this Agreement. Descriptive headings as to the contents of particular articles and sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9 *Gender, Plurals.* Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders and each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as is otherwise appropriate.

7.10 *Severability.* In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there shall be added

automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

7.11 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same agreement, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

7.12 *Waivers.* Any term, provision or condition of this Agreement may be waived in writing by the party which is, or the party the members of which are, entitled to the benefits thereto.

[SIGNATURES OF FOLLOWING PAGE]

FILED

2023 MAR 20 AM 11:06

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

WEST MEDICAL, LLC, a Florida limited liability company

By: Diane L Hynes trustee
Name: DIANE L HYNES
Title: Manager

CRANE CREEK WEST, LLC, a Florida limited liability company

By: Diane L Hynes trustee
Name: DIANE L HYNES
Title: Manager

**HYNES PROPERTIES, LLC
a Florida limited liability company**

By: Diane L Hynes trustee
Name: DIANE L HYNES
Title: Manager

FILED

2023 MAR 20 AM 11:06

CLERK OF DISTRICT COURT

**UNANIMOUS CONSENT TO ACTION
BY THE MANAGERS AND MEMBERS OF
WEST MEDICAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

The undersigned, being all the Managers and Members of WEST MEDICAL, LLC, a Florida Limited liability company (the "Company") unanimously agree, adopt, consent to, and order the following actions:

WHEREAS, the Company desires to consummate a merger (the "Merger") with **HYNES PROPERTIES, LLC**, a Florida limited liability, in accordance with Section 605.1021 of the Florida Revised Limited Liability Company Act (the "Act"); and

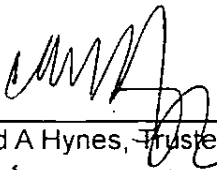
WHEREAS, the Company intends to execute the Articles of Merger and file them with the Florida Department of State in accordance with the Act; and

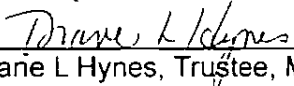
WHEREAS, it is in the best interest of the Company to consummate these transactions.

NOW, THEREFORE, BE IT RESOLVED, that the Merger and all the transactions contemplated thereby are adopted, approved, and consented to and the Manager of the Company is authorized and directed on behalf of the Company to negotiate, execute, and deliver the Plan of Merger attached hereto as Exhibit "A" and any and all other instruments or agreements deemed necessary or appropriate by him to consummate the transactions contemplated by the Plan of Merger, in order to carry out the purpose or intent of these resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in his sole discretion, upon advice of counsel or otherwise, as he deems necessary and appropriate to consummate the transactions contemplated by the Merger; and

BE IT FURTHER RESOLVED, that the Managers are directed to execute and file Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned, as the Managers and Members of the Company, execute the foregoing action for the purpose of giving their consent to it as of the 8 day of March, 2023.


Richard A Hynes, Trustee, Manager and Member


Diane L Hynes, Trustee, Manager and Member

FILED
2023 MAR 20 AM 11:06
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF DALLAS, TEXAS

**UNANIMOUS CONSENT TO ACTION
BY THE MANAGERS AND MEMBERS OF
HYNES PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

The undersigned, being all the Managers and Members of HYNES PROPERTIES, LLC,
a
Florida Limited liability company (the "Company") unanimously agree, adopt, consent to, and
order the following actions:

WHEREAS, the Company desires to consummate a merger (the "Merger") with WEST
MEDICAL, LLC, and CRANE CREEK WEST, LLC, Florida limited liability companies, in
accordance with Section 605.1021 of the Florida Revised Limited Liability Company Act (the
"Act"); and

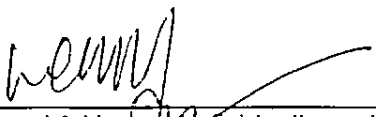
WHEREAS, the Company intends to execute the Articles of Merger and file them with
the Florida Department of State in accordance with the Act; and

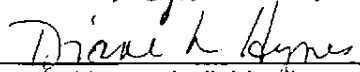
WHEREAS, it is in the best interest of the Company to consummate these transactions.

NOW, THEREFORE, BE IT RESOLVED, that the Merger and all the transactions
contemplated thereby are adopted, approved, and consented to and the Manager of the
Company is authorized and directed on behalf of the Company to negotiate, execute, and
deliver the Plan of Merger attached hereto as Exhibit "A" and any and all other instruments or
agreements deemed necessary or appropriate by him/her to consummate the transactions
contemplated by the Plan of Merger, in order to carry out the purpose or intent of these
resolutions and to do or cause to be done any and all such acts and things by or on behalf of
the Company, in his/her sole discretion, upon advice of counsel or otherwise, as he/she deems
necessary and appropriate to consummate the transactions contemplated by the Merger; and

BE IT FURTHER RESOLVED, that the Managers are directed to execute and file
Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned, as the Managers and Members of the
Company, execute the foregoing action for the purpose of giving their consent to it as of the
8 day of March, 2023.


Richard A. Hynes, Individually and as Trustee, Manager and Member


Diane L. Hynes, Individually and as Trustee, Manager and Member

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2023 MAR 20 AM 11:06
FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FL

**UNANIMOUS CONSENT TO ACTION
BY THE MANAGERS AND MEMBERS OF
CRANE CREEK WEST, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

The undersigned, being all the Managers and Members of CRANE CREEK WEST, LLC,
a
Florida Limited liability company (the "Company") unanimously agree, adopt, consent to, and
order the following actions:

WHEREAS, the Company desires to consummate a merger (the "Merger") with **HYNES
PROPERTIES, LLC**, a Florida limited liability, in accordance with Section 605.1021 of the
Florida Revised Limited Liability Company Act (the "Act"); and

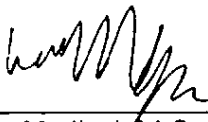
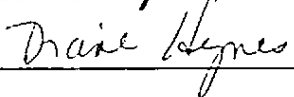
WHEREAS, the Company intends to execute the Articles of Merger and file them with
the Florida Department of State in accordance with the Act; and

WHEREAS, it is in the best interest of the Company to consummate these transactions.

NOW, THEREFORE, BE IT RESOLVED, that the Merger and all the transactions
contemplated thereby are adopted, approved, and consented to and the Manager of the
Company is authorized and directed on behalf of the Company to negotiate, execute, and
deliver the Plan of Merger attached hereto as Exhibit "A" and any and all other instruments or
agreements deemed necessary or appropriate by him to consummate the transactions
contemplated by the Plan of Merger, in order to carry out the purpose or intent of these
resolutions and to do or cause to be done any and all such acts and things by or on behalf of
the Company, in his sole discretion, upon advice of counsel or otherwise, as he deems
necessary and appropriate to consummate the transactions contemplated by the Merger; and

BE IT FURTHER RESOLVED, that the Managers are directed to execute and file
Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned, as the Manager and Member of the
Company, execute the foregoing action for the purpose of giving their consent to it as of the
8 day of March, 2023.

By: , Mgr
West Medical LLC, Sole Member
, Sole Manager

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2023 MAR 20 AM 11:06
TALLAHASSEE, FL