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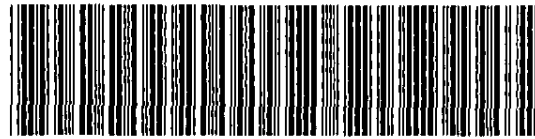
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DEC 29 2011

EXAMINER



800215227378

RECEIVED  
DEPARTMENT OF STATE  
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DEC 28 PM 1:39  
TO SECRETARY OF STATE  
SUFFICIENT FOR FILING

EFFECTIVE DATE 12/31/2011

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
DEC 28 AM 9:15



CORPORATION SERVICE COMPANY

EFFECTIVE DATE 12/31/2011

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 28 AM 9:15

ACCOUNT NO. : I20000000195

REFERENCE : 040763 7103152

AUTHORIZATION

COST LIMIT : \$ 50.00

ORDER DATE : December 28, 2011

ORDER TIME : 11:15 AM

ORDER NO. : 040763-005

CUSTOMER NO: 7103152

ARTICLES OF MERGER

TRIAD HEALTHCARE SERVICES, LLC

INTO

TRIAD REAL ESTATE INVESTORS,  
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY

CONTACT PERSON: Stephanie Milnes

EXAMINER'S INITIALS: \_\_\_\_\_

Back-  
please see  
effective date.  
☺  
Stephanie

EFFECTIVE DATE 12/31/2011

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 28 AM 9:15

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Triad Healthcare Services, LLC	Florida	Limited Liability Company
<u>L05000023457</u>		

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Triad Real Estate Investors, LLC	Florida	Limited Liability Company

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2011

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_

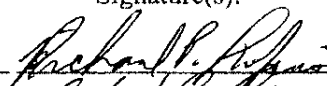
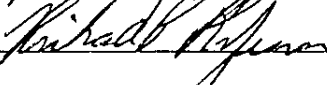
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Triad Real Estate Investors, LLC		Richard Robinson, MGRM
Triad Healthcare Services, LLC		Richard Robinson, MGRM

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b>	
For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## **PLAN OF MERGER**

This Plan of Merger is made and entered into as of December 21, 2011, for the hereinbelow merger to be effective as of the close of business on December 31, 2011 (the "Effective Date"), by and between TRIAD REAL ESTATE INVESTORS, LLC, a Florida limited liability company (hereinafter referred to as the "Surviving Company") and TRIAD HEALTHCARE SERVICES, LLC, a Florida limited liability company (hereinafter referred to as the "Merging Company"). The merger of the foregoing limited liability companies is being effected pursuant to this Plan of Merger (the "Plan") in accordance with Florida Statutes Chapter 608.

1. **Articles of Organization and Operating Agreement.** The Articles of Organization and Operating Agreement of the Surviving Company as in effect on the Effective Date shall, without any changes, be the Articles of Organization and Operating Agreement of the Surviving Company from and after the Effective Date until further amended.
2. **Membership Interests and Rights.** Upon the Effective Date, all membership certificates of the Merging Company that have been issued and outstanding at that time shall be delivered to the Surviving Company in accordance with this Plan. All membership certificates of the Surviving Company that are issued and outstanding on the Effective Date shall continue as outstanding certificates, and all membership interests in the Surviving Company shall remain unchanged. Inasmuch as the members of the Surviving Company and the Merging Company are the same, payment for the membership interests of the Merging Company will be reflected by an increase in book value of the membership interests of the Surviving Company, and all membership interests in the Merging Company shall be deemed to have been paid in full. Any rights to acquire additional membership interests that may have existed with respect to the Merging Company as of the Effective Date shall be extinguished, and there shall be no right to acquire additional membership interests in the Surviving Company other than as may be expressly set forth in the Surviving Company's Articles of Organization and Operating Agreement.
3. **Effect of Merger.** On the Effective Date, the separate existence of the Merging Company shall cease. From and after the Effective Date, the Surviving Company shall possess all of the rights, privileges, and obligations of the Merging Company, to the extent consistent with its Articles of Organization and Operating Agreement and subject to further restrictions, liabilities, and duties all as more particularly set forth in Florida Statutes Section 608.4383. All of the rights, privileges, obligations and liabilities of the Merging Company, and all property whether real, personal, tangible or intangible of the Merging Company, and all debts due on whatever account to them, shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act or deed, and all of such property, rights, obligations and all and every other interest of the Merging Company shall be thereafter as effectually the property of the Surviving Company as they were of the Merging Company.
4. **Supplemental Action.** If at any time after the Effective Date the Surviving Company shall determine 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, managers and/or members of the Surviving Company or Merging Company, as the case may be, whether past or remaining in office, shall execute and deliver on the request of the Surviving Company 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 Company, or to otherwise carry out the provisions of this Plan.

5. Filing with the Florida Department of State and Effective Date. The Surviving Company and the Merging Company shall each cause an authorized Managing Member to execute Articles of Merger in the form attached to this Plan 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. Thereafter, such Articles of Merger shall be delivered for filing by the Surviving Company to the Florida Department of State. The Articles of Merger shall specify the "Effective Date" of the merger to be as of December 31, 2011.

6. Amendment / Termination and Waiver. At any time prior to the filing of the Articles of Merger, either the Surviving Company or the Merging Company may amend or modify this Plan, or this Plan may be terminated, in accordance with Florida Statute Section 608.4381.

7. Entire Agreement. This Plan embodies the entire agreement between the parties hereto and there are no other agreements, understandings, restrictions or warranties between the parties hereto relating to the subject matter hereof other than those expressly set forth herein.

IN WITNESS WHEREOF, this Plan has been signed by the duly authorized managing members of the Surviving Company and Merging Company pursuant to the authorization by all of the respective members of both companies, all as of the day and year first above written.

Surviving Company:

Triad Real Estate Investors, LLC, a Florida  
limited liability company

By: Richard Robinson

Richard Robinson

Its: Managing Member

By: Paula Robinson

Paula Robinson

Its: Managing Member

Merging Company:

Triad Healthcare Services, LLC, a  
Florida limited liability company

By: Richard Robinson

Richard Robinson

Its: Managing Member

By: Paula Robinson

Paula Robinson

Its: Managing Member