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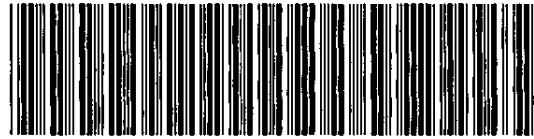
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
13 JAN -2 PM 4:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JAN 8 2013
T. ROBERTS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SOUTHWEST CITRUS COUNTY PROPERTY, 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:

Glenn R Padgett

Contact Person

Glenn R Padgett, PA

Firm/Company

1825 Business Park Blvd., Suite A

Address

Daytona Beach, FL 32114

City, State and Zip Code

gpadgett@grpadgettlaw.com

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

For further information concerning this matter, please call:

Glenn R Padgett

Name of Contact Person

at (**386**) **679-3862**

Area Code and 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

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

FILED
13 JAN -2 PM 4: 13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
Southwest Citrus County Property, LLC	Florida	Limited Liability Company
Highway 19 Medical Offices Developer, LLC	Florida	Limited Liability Company

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>
Southwest Citrus County Property, 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:

N/A

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:

N/A

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:

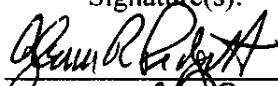
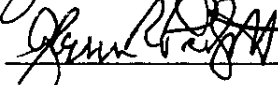
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: N/A

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:
Highway 19 Medical Offices Developer, LLC		Glenn R Padgett*
Southwest Citrus County Property, LLC		Glenn R Padgett*

* Glenn R Padgett signs as a duly authorized representative of the Entity.

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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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Plan of Merger

THIS PLAN OF MERGER (this "**Agreement**") is by and between **SOUTHWEST CITRUS COUNTY PROPERTY, LLC**, a Florida limited liability company (the "**Company**"), and **HIGHWAY 19 MEDICAL OFFICES DEVELOPER, LLC**, a Florida limited liability company (the "**Target**");

1. The Merger.

1.1 **Surviving Entity.** Upon the time of filing (the "**Effective Time**") of the Certificate of Merger of the Company with the Secretary of State of the State of Florida pursuant to the Florida Limited Liability Company Act:

(a) Target shall be merged with and into the Company (the "**Merger**") in accordance with the Florida Limited Liability Company Act,

(b) The Company shall be the surviving entity of the Merger (hereinafter sometimes called the "**Surviving Entity**"),

(c) the identity, existence, rights, privileges, powers, franchises, properties and assets of Target shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Entity, and

(d) the identity and separate existence of Target shall cease, and all of the rights, privileges, powers, franchises, properties and assets of Target shall be vested in the Surviving Entity.

1.2 **Operating Agreement, Members, Manager and Officers.** From and after the Effective Time until amended as provided by law, the Operating Agreement, as amended, of Target shall be the Operating Agreement of the Surviving Entity, and the manager[s] and any officers of Target in office immediately prior to the Effective Time shall become the manager[s] and officers of the Surviving Entity as of the Effective Time.

1.3 **Ownership Conversion.** At the Effective Time each unit of Membership Interest of Target outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of Target or the Company shall, be canceled; and all of the Membership Interest of the Company existing prior to the Merger shall remain outstanding membership interests in the Surviving Entity following the Merger.

2. General.

2.1 **Condition to the Merger.** The Merger shall have been duly authorized by both the Company and Target prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida effecting the Merger.

2.2 **Termination.** Notwithstanding anything herein or elsewhere to the contrary, the Merger may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Plan of Merger, by the action of the Company or of Target. In the event of such termination and abandonment, this Plan of Merger shall forthwith become void and neither party nor its respective officers, directors, managers, or members shall have any liability hereunder.