

L 20000375065

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

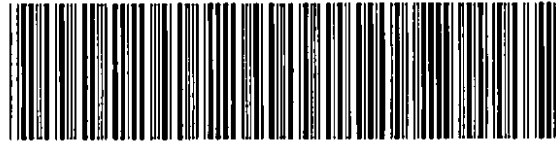
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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DIVISION OF
TALLAHASSEE, FLORIDA

JAN-4 PM 2:24

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TALLAHASSEE, FLORIDA

JAN-4 PM 5:27

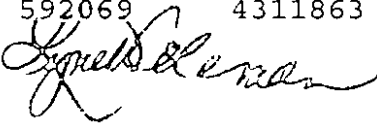
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CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 592069 4311863

AUTHORIZATION : 

COST LIMIT : \$ 80.00

ORDER DATE : December 30, 2020

ORDER TIME : 2:18 PM

ORDER NO. : 592069-010

CUSTOMER NO: 4311863

ARTICLES OF MERGER

CORONADO 15, LLC

INTO

SHR CURIS LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Eyliena Baker

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: **SHR Curis 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:

Contact Person

Firm/Company

Address

City, State and Zip Code

comisky@blankrome.com

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

For further information concerning this matter, please call:

Riki McGettigan at (**215**) **569-5395**

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

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Coronado 15, LLC	Florida	LLC

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>
SHR Curis LLC	Florida	LLC

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED
2021 JUN -4 PM 5:47
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

January 1, 2021

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

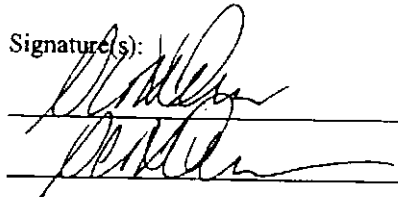
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Coronado 15, LLC

SHR Curis, LLC

Signature(s):



Typed or Printed
Name of Individual:

Authorized Person

Authorized Person

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 an authorized person

Fees: 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

Certified Copy (optional):

\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is effective as of the 1st day of January, 2021, by and between SHR Curis LLC, a Florida limited liability company ("Curis") and Coronado 15, LLC, a Florida limited liability company ("Coronado 15").

BACKGROUND

A. The sole member of Curis and the sole member of Coronado 15 have determined that it is desirable and in the best interests of Coronado 15 that Coronado 15 be merged with and into Curis in accordance with the terms and subject to the conditions of this Agreement and Plan of Merger and subject to applicable law; and

D. The merger contemplated hereby has been approved by the sole member of Curis and the sole member of Coronado 15.

NOW, THEREFORE, in consideration of the mutual agreements and conditions contained herein and intending to be legally bound, the parties hereby agree as follows:

1. Merger.

(a) On the Effective Date (as hereinafter defined), Coronado 15 shall be merged with and into Curis (the "Merger") and Curis shall be the entity surviving the merger (Curis is also sometimes referred to herein as the "Surviving Company").

(b) On the Effective Date, Coronado 15 shall cease to exist and thereafter its properties, business, assets, and liabilities, if any, shall become the properties, business, assets and liabilities of Curis as the Surviving Company and Curis shall continue to exist as a limited liability company under the laws of the State of Florida.

2. Articles of Organization and Operating Agreement of the Surviving Company.

(a) The Articles of Organization of the Surviving Company shall continue to be the Articles of Organization unless and until further amended and modified.

(b) On the Effective Date, the Operating Agreement of Curis shall continue to be the Operating Agreement of the Surviving Company unless and until otherwise amended and modified.

3. Articles of Organization and Operating Agreements of Coronado 15.

(a) On the Effective Date, the Articles of Organization of Coronado 15 shall be void and of no further force or effect.

(b) On the Effective Date, the Operating Agreement of Coronado 15 shall be void and of no further force or effect.

4. Membership Interests.

On the Effective Date, the sole member of the Surviving Company and the membership interests held by such member shall be as set forth in the Operating Agreement of the Surviving Company. On the Effective Date, any membership interest in Coronado 15 immediately prior to the Effective Date shall cease to exist.

5. Effective Date.

The Merger shall be effective as of the date set forth in the Articles of Merger as filed with the Florida Department of State in accordance with the terms and provisions set forth therein (the "Effective Date"). provided, however, that for accounting purposes, the effective date of the Merger shall be January 1, 2021.

6. Miscellaneous.

(a) Tax Treatment. For U.S. federal income tax purposes, the merger is intended to result in a partnership continuation of Coronado 15, with the Surviving Company being the continuation of Coronado 15 for U.S. federal income tax purposes. The parties shall file their tax returns consistent with such treatment.

(b) Assignment and Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, administrators, personal representatives, successors and assigns of the parties hereto.

(c) Entire Agreement; Amendment; Waiver. This Agreement, together with the Articles of Merger as filed with the Florida Department of State, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. This Agreement shall not be amended or modified except by a written instrument duly executed by each of the parties hereto.

(d) Further Acts. To carry out this Agreement and Plan of Merger, upon approval hereof, the sole members of Curis and Coronado 15, respectively, shall be vested with full authority to perform all such further acts and to execute any and all agreements, papers and documents necessary or proper in order to give effect to and to consummate the Merger, including but not limited to the filing of the Articles of Merger with the Florida Department of State Division of Corporations effectuating the Merger and filing any other certificates and documents that may be required by the State of Florida to effectuate the Merger.

(e) Counterparts. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered (which deliveries may be made by .pdf or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.

(f) Law to Govern; Jurisdiction. This Agreement is made under, and shall be construed and enforced in accordance with, the substantive laws of the State of Florida applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. In any action between or among any of the parties, whether arising out of this Agreement, any of the agreements or transactions contemplated hereby, or otherwise, each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of Florida.

(g) Severability. If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, to the maximum extent permissible, such provision shall be deemed

amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

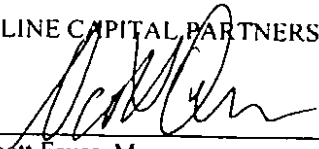
(h) Termination. This Agreement and Plan of Merger may be terminated at any time prior to the Effective Date by the mutual agreement of the sole member of Wisconsin and the Constituent Companies.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

CORONADO 15, LLC

By: BOWLINE CAPITAL PARTNERS, LLC, its
manager

By: 

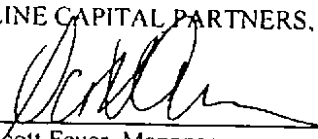
Scott Feuer, Manager

By: _____
Bryan Crino, Manager

SHR CURIS LLC

SCP & CO HEALTHCARE REALTY, LLC, by its manager

By: BOWLINE CAPITAL PARTNERS, LLC, by its
manager

By: 

Scott Feuer, Manager


By: _____
Bryan Crino, Manager

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

CORONADO 15, LLC

By: BOWLINE CAPITAL PARTNERS, LLC, its
manager

By: _____
Scott Feuer, Manager

By:  _____
Bryan Crino, Manager

SHR CURIS LLC

SCP & CO HEALTHCARE REALTY, LLC, by its manager

By: BOWLINE CAPITAL PARTNERS, LLC, by its
manager

By: _____
Scott Feuer, Manager

By:  _____
Bryan Crino, Manager