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(City/State/Zip/Phone #)

☐ PICK-UP

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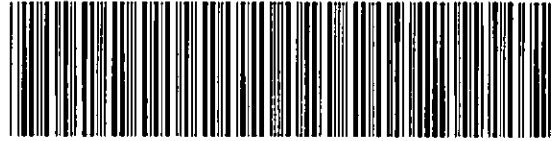
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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CAPEHART
SCATCHARD

ATTORNEYS AT LAW

Renee C Vidal
856.914.2085
rvidal@capehart.com

December 27, 2023

VIA UPS OVERNIGHT MAIL

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

Re: Martin Healthcare Advisors Florida, LLC - General Business
Our File No. 5552-46785

Dear Sir/Madam:

Enclosed please find an original and one copy of a Certificate of Merger for Florida Limited Liability Company with a copy of the Merger Agreement attached and our firm's check in the amount of \$50.00. Please file the Certificate of Merger and return the copy marked filed to me in the enclosed envelope.

Very truly yours,

CAPEHART & SCATCHARD, P.A.

Renee C. Vidal

Renee C. Vidal

RCV:caa
enclosures

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Capehart & Scatchard, P.A. 8000 Midlantic Drive, Ste. 300S P.O. Box 5016 Mount Laurel, New Jersey 08054-5016

856.234.6800 Main Fax 856.235.2786 WC Fax 856.439.3168 www.capehart.com

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Martin Healthcare Advisors Florida, 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:

Renee C. Vidal, Esq.

Contact Person

Capehart & Scatchard, P.A.

Firm/Company

8000 Midlantic Drive - Suite 300 S

Address

Mount Laurel, NJ 08054

City, State and Zip Code

pmartin@martinhealthcareadvisors.com

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

For further information concerning this matter, please call:

Renee C. Vidal, Esq. at (856) 914-2085

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

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**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>
<u>Martin Healthcare Advisors, LLC</u>	<u>New Jersey</u>	<u>Limited Liability Company</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </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>
<u>Martin Healthcare Advisors Florida, LLC</u>	<u>Florida</u>	<u>Limited Liability Company</u>
<u>62-380927</u>	<u> </u>	<u> </u>

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).

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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:

12/31/2023

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:

Martin Healthcare Advisors Florida, LLC

Martin Healthcare Advisors, LLC

Signature(s):



Typed or Printed
Name of Individual:

Paul Martin

Paul Martin

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:

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For each Limited Partnership:

\$52.50

For each General Partnership:

\$35.00

For each Other Business Entity:

\$25.00

Certified Copy (optional):

\$25.00

\$30.00

MERGER AGREEMENT

MERGER AGREEMENT, dated as of December 22nd, 2023, between **MARTIN HEALTHCARE ADVISORS FLORIDA, LLC**, a Florida limited liability company ("MHA Florida") and **MARTIN HEALTHCARE ADVISORS, LLC**, a New Jersey limited liability company ("MHA") (collectively referred to as the "Companies").

WITNESSETH:

Each of the following members owns the percentage of membership interests in MHA Florida set forth opposite their name:

<u>Member</u>	<u>Percentage</u>
Paul Martin	100%

Each of the following members owns the percentage of membership interests in MHA set forth opposite their name:

<u>Member</u>	<u>Percentage</u>
Paul J. Martin	50%
Jamie E. Martin	50%

The members will hold the following percentage of membership interests in MHA Florida after the merger:

<u>Member</u>	<u>Percentage</u>
Paul J. Martin	81.91%
Jamie E. Martin	18.09%

The Companies desire to merge their operations for the mutual benefit of themselves and their respective Members, and to combine their operations into a Florida Limited liability company.

NOW, THEREFORE, in consideration of the premises in this agreement and for other good and valuable cause, the receipt and sufficiency of which is hereby acknowledged and the respective agreements hereinafter set forth, the Companies hereby agree as follows:

I. A. Upon filing of a Certificate of Merger (the "Certificate of Merger") for the merger (the "Merger") of the Companies in accordance with the provisions of this Merger Agreement, MHA shall be merged with and into MHA Florida, which shall be the surviving limited liability company and which shall continue in existence as a Florida limited liability company.

B. Except as herein specifically set forth or as otherwise provided by law, the identity, existence, rights, privileges, powers, immunities, purposes and franchises of a public as well as of a private nature of MHA Florida shall continue in effect and be unimpaired by the Merger and the rights, privileges, powers, immunities and franchises of a public as well as of a private nature of MHA shall be merged into MHA Florida and MHA Florida shall, as the surviving limited liability company, be fully vested therewith. The separate existence and the organization of MHA, except insofar as it may be continued by law, shall cease when the Merger shall become effective and thereupon MHA, and MHA Florida shall be a single limited liability company, to wit, Martin Healthcare Advisors Florida, LLC.

2. This Merger Agreement and the Merger shall not become effective until, and subject to the terms of conditions hereof, shall become effective when the following actions shall have in all respects been completed.

A. This Merger Agreement shall have been adopted by the members of each of the Companies in accordance with the requirements of the laws of the State of Florida and the State of New Jersey and their respective Operating Agreements, which adoption shall have been certified hereon by the majority interest of the Members of each of the Companies; and

B. This Merger Agreement, adopted and certified as aforesaid, shall have been executed by the Companies.

C. Pursuant to Chapter 605 of the Florida Revised Limited Liability Company Act, the Companies shall have caused a Certificate of Merger to be filed with the Department of State, Division of Corporations of the State of Florida.

D. Pursuant to Section N.J.S.A. 42:2C-74 of the New Jersey Limited Liability Company Act, the Companies shall have caused a Certificate of Merger to be filed with the Department of the Treasury of the State of New Jersey.

The date and time when the Merger shall become effective on December 31, 2023, sometimes referred to as the "Effective Time of the Merger".

3. The Certificate of Formation of MHA Florida, as in effect immediately prior to the Effective Time of the Merger, shall be the Certificate of Formation of the surviving limited liability company, subject to amendment as provided by law.

4. The Operating Agreement of MHA Florida as in effect immediately prior to the Effective Time of the Merger shall be the Operating Agreement of the surviving limited liability company until the same shall thereafter be altered, amended or repealed in accordance with law, the Certificate of Formation of the surviving limited liability company and such Operating Agreement; and Paul Martin, Member of MHA Florida prior to the Effective Time of the Merger shall be the Managing Member of the surviving limited liability company.

5. Without further action of the Members, the Membership Interests of the Members in MHA shall be consolidated with and converted into the Membership Interests in MHA Florida, which shall represent the Membership Interests of the merged Companies as of the

Effective Time of the Merger. The Members shall have no further right to the Membership Interests in MHA.

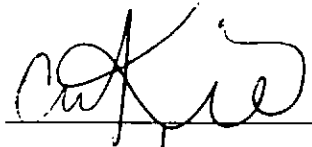
Except as otherwise specifically set forth herein, at the Effective Time of the Merger the separate existence of MHA shall cease and all its rights, privileges, powers and franchises, both of a public and private nature, all property, real, personal and mixed, all debts due on account, and all other things in action or belonging to the limited liability company and all and every other interest shall vest in the surviving limited liability company without further act or deed; and the title to any real estate, whether vested by deed or otherwise in MHA, shall not revert or be in any way impaired by reason of the Merger. The surviving limited liability company shall thenceforth be responsible for all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Companies, and all said debts, liabilities, obligations, restrictions, disabilities and duties shall thenceforth attach to the surviving limited liability company and may be enforced against it to the same extent as if said debts, liabilities obligations, restrictions, disabilities and duties had been incurred or contracted by it, but the liabilities of the Companies or of its Member shall not be affected, nor shall the rights of creditors thereof or of any person dealing with either the Companies or any liens upon the property of the Companies be impaired by the Merger, and any action or proceeding pending by or against the Companies may be prosecuted to judgment the same as if the Merger had not taken place, which judgment shall bind the surviving limited liability company, or the surviving limited liability company may proceed against or be substituted in its place.


6. **General.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning and/or interpretation of this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement or any provisions hereof may be amended, modified, waived or terminated only by written instrument. This Agreement may not be assignable without the other parties' prior written consent. Nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement. This Agreement shall be construed and enforced according with the laws of the State of New Jersey.

[SIGNATURE LINES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date first above written, having been duly authorized by each.


Witness:





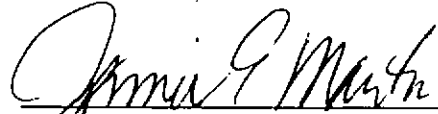
Martin Healthcare Advisors, LLC, a New Jersey limited liability company

By:

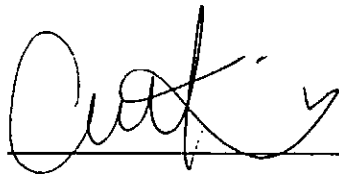


Paul J. Martin, Member

By:

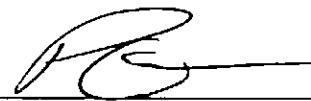


Jamie E. Martin, Member



Martin Healthcare Advisors Florida, LLC, a Florida limited liability company

By:



Paul Martin, Member