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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

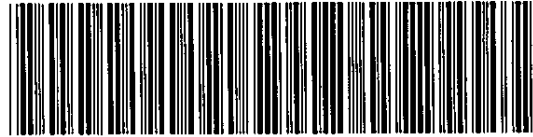
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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14 AUG 18 PM 1:34
DIVISION OF CORPORATION
TALLAHASSEE, FLORIDA
FILED
14 AUG 18 AM 9:43

COVER LETTER

Exhibit 2

TO: Registration Section
Division of Corporations

SUBJECT: TEAM REGENCY HEALTHCARE LLC

Name of Foreign Limited Liability Company

Dear Sir or Madam:

The enclosed application, certificate and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Mark Cronquist

Name of Person

Team Regency Healthcare LLC

Firm/Company

5887 Glenridge Dr, Ste 150

Address

Atlanta, GA 30328

City/State and Zip Code

mcronquist@southernltc.com

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

For further information concerning this matter, please call:

Mark Cronquist

Name of Person

at (404) 250-1846

Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☐ \$25 Filing Fee

☐ \$30 Filing Fee &
Certificate of Status

☐ \$55 Filing Fee &
Certified Copy

☒ \$60 Filing Fee,
Certificate of Status &
Certified Copy

**TEAM REGENCY
HEALTHCARE, LLC**

12 JUL 18 PM 1:25

DIVISION OF CORPORATIONS

August 15, 2014

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 320301

RECEIVED
14 AUG 18 PM 1:25
DIVISION OF CORPORATIONS

To whom it may concern:

Re: Team Regency Healthcare LLC – Change of Information

On August 14, 2014, 100% of the ownership interest of Mr. Jack Heiney in Team Regency Healthcare LLC was transferred to Sovereign Healthcare Holdings, LLC. A copy of the Assignment and Assumption of Membership Interest documenting this transaction is attached as Exhibit 1.

An Amendment to Certificate of Authority to Transact Business in Florida to change the authorized representatives of Team Regency Healthcare LLC is attached as Exhibit 2. In summary, Mr Heiney should be deleted. John J. Notermann and R. Mark Cronquist should be added, each as Managers. The address for Mr Notermann and Mr Cronquist is:

5887 Glenridge Dr., Suite 150
Atlanta, GA 30328

In addition, please change the Principal Address for Team Regency Healthcare LLC to:

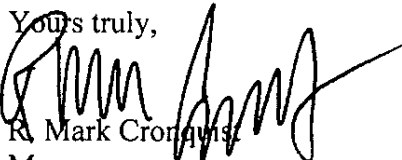
7173 Cypress Drive
Fort Myers, FL 33907

Finally, please change the mailing address for Team Regency Healthcare LLC to:

5887 Glenridge Dr., Ste 150
Atlanta, GA 30328

Please call me at 404-250-1846 if you need any additional information.

Yours truly,


R. Mark Cronquist
Manager

COPY

Team Regency Healthcare, LLC
7173 Cypress Drive • Fort Myers, FL 33907
Phone: 239-936-0203 • Fax: 239-936-9544

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN FLORIDA**

SECTION I (1-3 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of State: TEAM REGENCY HEALTHCARE LLC

2. Jurisdiction of its organization: DELAWARE

3. Date authorized to do business in Florida: 8/12/2014

SECTION II (4-7 complete only the applicable changes)

4. New name of the limited liability company: _____
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

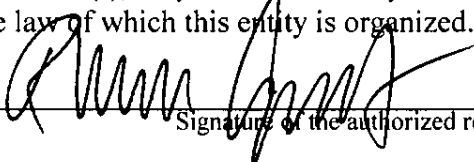
(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C.," or "LLC.")

5. If the amendment changes the jurisdiction of organization, indicate new jurisdiction: _____

6. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change: Delete Jack Heiney as manager and Add John J Notermann, Manager and add R Mark

Cronquist, Manager. Address for Notermann and Cronquist is 5887 Glenridge Dr, Ste 150, Atlanta, GA 30328

7. Attached is an original certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.



Signature of the authorized representative

R. Mark Cronquist

Typed or printed name of signer

Filing Fee: \$25.00

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST (this "**Assignment**"), is made this 14th day of August, 2014, by and between **JACK HEINEY**, an individual, having an address c/o Millennium Management, L.L.C., 10800 Biscayne Blvd., Suite 600, Miami, FL 33161 ("**Assignor**") and **SOVEREIGN HEALTHCARE HOLDINGS, LLC**, a Delaware limited liability company, having an address c/o Southern Healthcare Management, LLC, 5887 Glenridge Drive, Suite 150, Atlanta, GA 30328 ("**Assignee**").

WHEREAS, on September 13, 2013, Assignor caused Team Regency Healthcare LLC, a Delaware limited liability company (the "**Company**"), to be formed by causing to be filed a Certificate of Formation with the Delaware Secretary of State;

WHEREAS, Assignor owns one hundred percent (100%) of the membership interests and any other interest in the Company (collectively, the "**Membership Interest**");

WHEREAS, Assignor is hereby assigning to Assignee, and Assignee is hereby assuming from Assignor, the Membership Interest, on the terms and conditions set forth in this Assignment.

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereby agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, the Membership Interest.
2. Assignor hereby represents and warrants to Assignee, as follows:
 - (i) Assignor is the sole owner of the Membership Interest and is not aware of any claim to the contrary;
 - (ii) The Membership Interest is being transferred free and clear of all claims or causes and has not been assigned, sold, transferred, pledged, or mortgaged to any person or entity, and no other person or entity has an interest in the Membership Interest;
 - (iii) The Company has not transacted any business in the State of Delaware or any other state whatsoever of any kind or nature except for entering into that certain Assignment and Assumption of Operations Transfer Agreement dated as of May 23, 2014 with Stesel Enterprises, Inc. (the "OTA Assignment").

(iv) (A) To the knowledge of Assignor, the Company is in compliance with all applicable laws, (B) the Company has fulfilled all of its obligations and performances due in connection with the OTA Assignment through the date hereof and (C) Assignor has no knowledge of any violation of the OTA Assignment for any document referenced therein.

(v) No operating, membership, owner or any like or other agreement relative to the Company has been entered into by the Assignor or otherwise with respect to the Company.

3. Assignor hereby indemnifies, defends, and holds Assignee harmless for, from and against all claims, demands, losses, damages, expenses and costs, including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with any acts relating to the Membership Interest and the Company, prior to the date of this Assignment. Assignee hereby indemnifies, defends, and holds Assignor harmless for, from and against all claims, demands, losses, damages, expenses and costs, including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with any acts relating to the Membership Interest and the Company, from and after the date of this Assignment.

4. Except as expressly set forth herein, no representations, warranties or statements, express or implied, have been made by or on behalf of Assignor and/or were relied upon by Assignee in entering into this Assignment.


5. This Assignment contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No modification, waiver of, addition to, or deletion from the terms of this Assignment shall be effective unless reduced to writing and signed by Assignor and Assignee or their respective successors and assigns. This Assignment may be signed by the parties in counterparts, which together shall constitute one instrument, which shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Delivery of a copy of this Assignment bearing an original signature by facsimile transmission or by electronic mail in "portable document format" or other electronic format shall have the same effect as physical delivery of the paper document bearing the original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF Assignor and Assignee have executed this
Assignment and Assumption of Membership Interests on the date first written above.


ASSIGNOR:



JACK HEINEY

ASSIGNEE:

**SOVEREIGN HEALTHCARE HOLDINGS,
LLC**, a Delaware limited liability company

By: 

Name: R. Mark Cronquist
Title: CEO