

P95000054664

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

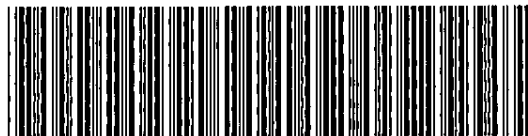
Special Instructions to Filing Officer:

Office Use Only

**B. KOHR**

DEC 30 2011

**EXAMINER**



200215096232

RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
2011 DEC 30 AM 10:45  
NOT RECORDED  
TO AGENCY  
SECURITY OF FILINGS

EFFECTIVE DATE 12/31/2011

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 30 PM 2:07



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 045193 5011226

AUTHORIZATION :

COST LIMIT : \$ 110.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 30 PM 2:07

ORDER DATE : December 29, 2011

ORDER TIME : 10:09 AM

ORDER NO. : 045193-005

CUSTOMER NO: 5011226

EFFECTIVE DATE 12/31/2011

ARTICLES OF MERGER

YPBS HOLDINGS OF FLORIDA, LLC  
YPBS HOLDINGS OF MARYLAND, LLC  
YPBS HOLDINGS OF PENNSYLVANIA,

INTO

YPBS HOLDINGS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Becky Peirce

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

EFFECTIVE DATE 12/31/2011

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 3 3 38 PM 2011

ARTICLES OF MERGER  
MERGING

YPBS HOLDINGS OF FLORIDA, LLC  
YPBS HOLDINGS OF MARYLAND, LLC  
YPBS HOLDINGS OF PENNSYLVANIA, LLC

WITH AND INTO

YPBS HOLDINGS, INC.

These Articles of Merger are submitted in order to merge the following Florida entities, in accordance with Sections 607.1108, 607.1109 and 607.11101 of the Florida Business Corporation Act, and further in accordance with Sections 608.438, 608.4382 and 608.4383 of the Florida Limited Liability Company Act (the "Merger"):

ARTICLE I

The exact name, type of entity, jurisdiction and assigned document number for each merging party (the "Merging Entities") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>Assigned Document Number</u>
YPBS Holdings of Florida, LLC	Florida	Limited Liability Company	L07000012884
YPBS Holdings of Maryland, LLC	Florida	Limited Liability Company	L07000012886
YPBS Holdings of Pennsylvania, LLC	Florida	Limited Liability Company	L07000012902

ARTICLE II

The exact name, type of entity and jurisdiction for the surviving party (the "Survivor") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>Assigned Document Number</u>
YPBS Holdings, Inc.	Florida	Corporation	P95000054664

### ARTICLE III

The Plan of Merger pursuant to which the Merging Entities shall be merged with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

### ARTICLE IV

The attached Plan of Merger was approved by each domestic corporation and each domestic limited liability company that is a party to the Merger in accordance with the applicable provisions of Chapters 607 and/or 608 *Florida Statutes*.

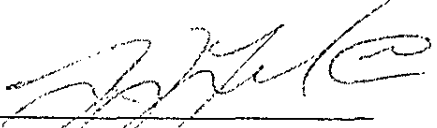
### ARTICLE V

The effective date of the Merger shall be December 31, 2011.

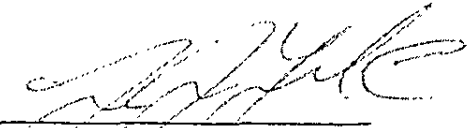
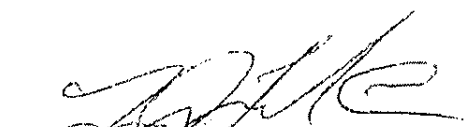
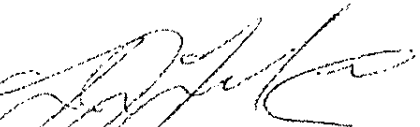
[remainder of page intentionally left blank - - signatures to follow]

IN WITNESS WHEREOF, these Articles of Merger are dated the 29th day of December, 2011.

SURVIVOR:

**YPBS HOLDINGS, INC.**  
  
By:   
Name: Leo J. Yodock, III  
Title: Vice President

MERGING ENTITIES:

<p><b>YPBS HOLDINGS OF FLORIDA, LLC</b> By: YPBS HOLDINGS, INC., its Managing Member</p> <p>By:  Name: Leo J. Yodock, III Title: Vice President</p>	<p><b>YPBS HOLDINGS OF PENNSYLVANIA, LLC</b> By: YPBS HOLDINGS, INC., its Managing Member</p> <p>By:  Name: Leo J. Yodock, III Title: Vice President</p>
<p><b>YPBS HOLDINGS OF MARYLAND, LLC</b> By: YPBS HOLDINGS, INC., its Managing Member</p> <p>By:  Name: Leo J. Yodock, III Title: Vice President</p>	

# EXHIBIT A

## PLAN OF MERGER

### *Merging*

YPBS HOLDINGS OF FLORIDA, LLC  
YPBS HOLDINGS OF MARYLAND, LLC  
YPBS HOLDINGS OF PENNSYLVANIA, LLC

### *With And Into*

YPBS HOLDINGS, INC

The following Plan of Merger was adopted and approved by:

(i) the Board of Directors and a majority of the shareholders of each corporation party to the merger in accordance with Sections 607.1103 and 607.1108, *Florida Statutes*;

(ii) the sole and managing member of each limited liability company which is a party to the merger in accordance with Section 608.4381, *Florida Statutes*;

and is being submitted in accordance with said Sections and the relevant provisions of the Florida Business Corporation Act (the "Corporation Act") and the Florida Limited Liability Company Act (the "LLC Act" and together with the Corporation Act the "Acts").

## ARTICLE 1

The exact name, type of entity and jurisdiction of each merging party is as follows (the "Merging Entities"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>Assigned Document Number</u>
YPBS Holdings of Florida, LLC	Florida	Limited Liability Company	L07000012884
YPBS Holdings of Maryland, LLC	Florida	Limited Liability Company	L07000012886
YPBS Holdings of Pennsylvania, LLC	Florida	Limited Liability Company	L07000012902

## ARTICLE 2

The exact name, type of entity and jurisdiction of the surviving entity is as follows (the "Survivor"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>Assigned Document Number</u>
YPBS Holdings, Inc.	Florida	Corporation	P95000054664

## ARTICLE 3

The terms and conditions of the merger are as follows:

3.1 **The Merger.** The Merging Entities shall merge with and into Survivor (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging Entities shall cease, and the Survivor shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging Entities and the Survivor will cause Articles of Merger to be filed with the Florida Department of State in such form as required by, and executed in accordance with, the relevant provisions of the Acts. The Merger shall be effective at 12:01 a.m. on December 31, 2011 (the "Effective Time").

3.3 **Additional Action.** The Survivor shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of any of the Merging Entities or the Survivor, in order to vest or to perfect or confirm of record in the Survivor the title to any property, rights, privileges, powers, licenses, and franchises of any of the Merging Entities or the Survivor.

## ARTICLE 4

4.1 **Relationship of Merging Parties.** Each of the Merging Entities is also a wholly-owned subsidiary of the Survivor.

4.2 **Manner and Basis of Converting Interests/Shares Generally.** Since the Merger is between the Survivor and a number of wholly-owned subsidiary limited liability companies (the Merging Entities) no interests of the Merging Entities need be converted, and at the Effective Time each of the Merging Entities' interests issued and outstanding immediately prior thereto (each a "Merging Entity Interest") shall, by virtue of the Merger and without any action on the part of any holder thereof, be surrendered and canceled.

4.3 **Effect on Survivor's Stock.** As of the Effective Time, each share of the Survivor's issued and outstanding capital stock shall remain issued and outstanding, shall be unaffected by the Merger, and shall remain and constitute all of the Survivor's issued and outstanding shares of capital stock.

4.4 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any interests of any of the Merging Entities or the Survivor outstanding prior to the Effective Time, no conversion of such is necessary.

4.5 **Miscellaneous.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging Entity Interest in connection with the Merger.

(b) From and after the Effective Time, no Merging Entity Interest shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Acts. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging Entity Interest will be required; instead, from and after the Effective Time, all Merging Entity Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging Entities shall be closed and no transfer of Merging Entity Interests shall thereafter be made.

## **ARTICLE 5**

5.1 **Rights and Obligations of the Merging Entities.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Acts, from and after the Effective Time: (i) the Survivor shall possess all rights, privileges and powers of the Merging Entities, (ii) all property and assets of the Merging Entities shall vest in the Survivor without any further act or deed, and (iii) the Survivor shall assume and be liable for all liabilities and obligations of the Merging Entities.

5.2 **Survivor Articles of Incorporation.** The Articles of Incorporation of the Survivor, as amended to date, in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Survivor immediately following the Merger.

5.3 **Survivor Bylaws.** The Bylaws of the Survivor in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Survivor immediately following the Merger.

5.4 **Merging Entities' Organizational Documents.** Each of the Articles of Organization and all other organizational documents, agreements and instruments relating to the Merging Entities shall be deemed terminated as of the Effective Time.



## ARTICLE 6

6.1 Amendment. The Merging Entities and the Survivor may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the members of the Merging Entities and the shareholders of the Survivor shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by the requisite members of the Merging Entities and the shareholders of the Survivor.

6.2 Termination. This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging Entities and the Survivor) upon mutual written consent of the Merging Entities and the Survivor.

6.3 Shareholder and Member Approval. The respective obligations of the Merging Entities and the Survivor to effect the Merger shall be subject to the Merging Entities and the Survivor obtaining the requisite approval of the members of the Merging Entities and the shareholder of the Survivor, all as required by the Acts, prior to the Effective Time.

6.4 Filing of the Merger Documents. After obtaining the requisite approvals required by the Acts, the shareholders, directors and/or officers of the Survivor and the members, managers, and officers of the Merging Entities are hereby authorized and directed to cause Articles of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.