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STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

GRISSIM AND HODGES
CINDY AXFORD
SUITE 400
323 UNION STREET
NASHVILLE, TN 37220

Request Type: Certified Copies
Request #: 54018

Issuance Date: 12/14/2011
Copies Requested: 1

Document Receipt

Receipt # : 577032 Filing Fee: $20.00

Payment-Check/MO - SAM D. HODGES III, NASHVILLE, TN $20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **ROCHFORD-TATE, L.L.C.**, Control # 363451 was formed or qualified to do business in the State of Tennessee on 01/05/1999. ROCHFORD-TATE, L.L.C. has a home jurisdiction of Davidson County and is currently in an Inactive - Merged status.

Tre Hargett
Secretary of State

Processed By: Nichole Hambrick

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
3788-2110	12/30/1999	Merger - Non-Survivor

CERTIFICATE OF MERGER
OF
ROCHFORD-TATE, LLC
(A TENNESSEE LIMITED LIABILITY COMPANY)
INTO
ROCHFORD-TATE
(A TENNESSEE GENERAL PARTNERSHIP)

Pursuant to the provisions of Section 48-244-103 of the Tennessee Limited Liability Company Act, the undersigned hereby submits this Certificate of Merger and states as follows:

1. The name of the merging domestic limited liability company is Rochford-Tate, LLC, a Tennessee limited liability company, which was formed under the laws of the State of Tennessee on January 11, 1999.

2. The name of the surviving general partnership is Rochford-Tate, a Tennessee general partnership, which was formed under the laws of the State of Tennessee on December 30, 1999. Its principal executive office is at 2200 Abbott Martin Road, Nashville, Tennessee 37215.

3. This Certificate of Merger shall be effective as of December 31, 1999.

4. A plan of merger has been approved and executed by the merging domestic limited liability company and by the surviving general partnership, and the plan of merger is on file at 2200 Abbott Martin Road, Nashville, Tennessee 37215, which is a place of business of the surviving general partnership.

5. A copy of the plan of merger will be furnished by the surviving general partnership upon request and without cost, to any member of the merging domestic limited liability company and any partner of the surviving general partnership.

6. The surviving general partnership agrees that it may be served with process in Tennessee in any action, suit or proceeding for the enforcement of any obligation of the merging domestic limited liability company and irrevocably appoints the Tennessee Secretary of State as its agent to accept service of process in any such action, suit or proceeding, and the mailing address to which the Tennessee Secretary of State shall mail a copy of any such process is c/o Rochford Realty and Construction Company, Inc., 2200 Abbott Martin Road, Nashville, Tennessee 37215.

DATED this 30 day of December, 1999.

ROCHFORD-TATE

BY: Carol C. Rochford
Carol C. Rochford, Manager

ACTION TAKEN ON WRITTEN CONSENT
BY THE MEMBERS OF
ROCHFORD-TATE, LLC

The undersigned, being all of the members of Rochford-Tate, LLC, a Tennessee limited liability company (the "LLC"), hereby consent to, approve and take the following actions by written consent without a meeting pursuant to Section 7.2 of the Operating Agreement of the LLC and Tenn. Code Ann. §§48-223-101 and 48-223-102:

WHEREAS, the members of the LLC deem it to be advisable and in the best interests of the LLC to merge the LLC into a general partnership;

NOW THEREFORE, BE IT RESOLVED, that the members hereby adopt and approve the following resolutions:

~~**RESOLVED**, that effective December 31, 1999, the LLC will merge with and~~ into Rochford-Tate, a Tennessee general partnership composed of Dianne Rochford Sims, Donald Frank Rochford, John C. Rochford, Elizabeth Rochford and Jere Tate.

RESOLVED, that we waive the right to dissent from the Plan of Merger and obtain payment of the fair market value of our membership interests as provided pursuant to Tenn. Code Ann. §48-231-201(a)(1).

RESOLVED, that we hereby approve, ratify and confirm in all respects any and all other actions heretofore or hereafter taken on behalf of the LLC by the members that are in conformity with the purposes and intent of these authorizations.

RESOLVED, that we hereby waive notice for the purposed of this Action Taken on Written Consent and we hereby waive any notice required regarding the right to dissent from the Plan of Merger as provided under the Act.

IN WITNESS WHEREOF, the undersigned, being all of the members of the LLC as of December 30th, 1999, have executed this written consent as of that date, signifying by their signatures (1) their consent to the taking of the foregoing actions without a meeting, and (2) their affirmative votes in favor of all actions so taken.

By: _____
Dianne Rochford Sims

By: _____
Donald Frank Rochford

By: _____
John C. Rochford

By: _____
Elizabeth Rochford

By: _____
Jere Tate

By: _____
Carol C. Rochford
Chief Manager

PLAN OF MERGER

Pursuant to the provisions of Section 48-244-102 of the Tennessee Limited Liability Company Act, this Plan of Merger (the "Plan") is entered into by and between Rochford-Tate, LLC, a Tennessee limited liability company (the "LLC") and Rochford-Tate, a Tennessee general partnership (the "General Partnership"). The parties hereby approve the following plan for the merger of the LLC into the General Partnership.

1. Effective Time of Merger. The merger shall become effective as of December 31, 1999 (the "Effective Time").

2. Terms of Merger. At the Effective Time, the LLC shall merge with and into the General Partnership, and all rights, privileges, powers, franchises, properties (real, personal or mixed, tangible or intangible), contract rights and other assets of the ~~LLC shall thereafter vest in and belong exclusively to the General Partnership~~. All debts, obligations, liabilities and duties of the LLC shall be and become debts, obligations, liabilities and duties of the General Partnership, and may be enforced against it to the same extent as if they had been incurred or contracted by the General Partnership.

3. Continuation of the General Partnership. The name, identity, purpose, existence, rights, privileges, powers, franchises, properties (real, personal or mixed, tangible or intangible), contract rights and other assets of the General Partnership shall continue unaffected and unimpaired by the merger.

4. Termination of the Existence of the LLC. At the Effective Time, the separate existence of the LLC shall cease.

4. Conversion of Interests in the LLC. At the Effective Time, by virtue of the merger and without any action by the partners of the General Partnership of the members of the LLC, the members of the LLC shall become the only partners of the General Partnership and their percentage interests in the LLC shall be converted into equivalent percentage interests in the General Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Plan of Merger on the 30 day of December, 1999.

ROCHFORD-TATE, LLC

By: Carol C. Rochford
Carol C. Rochford, Chief Manager

Consent of Members of Rochford-Tate, LLC:

By: _____
Dianne Rochford Sims

By: _____
Donald Frank Rochford

By: _____
John C. Rochford

By: _____
Elizabeth Rochford

By: _____
Jere Tate

Consent of Partners of Rochford-Tate:

By: _____
Dianne Rochford Sims

By: _____
Donald Frank Rochford

By: _____
John C. Rochford

By: _____
Elizabeth Rochford

By: _____
Jere Tate

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged and sworn to before me by Donald F. Rochford, this the 30th day of December, 1999.

WITNESS my hand, at office, this 30 day of December. 1999.

Notary Public

My Commission Expires:

March 29 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged and sworn to before me by John C. Rochford, this the 30th day of December, 1999.

WITNESS my hand, at office, this 30 day of December. 1999.

Notary Public

My Commission Expires:

March 29 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged and sworn to before me by S.A. Elizabeth . Rochford, this the 30th day of December, 1999.

WITNESS my hand, at office, this 30 day of December. 1999.

Notary Public

My Commission Expires:

March 29 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, J. CHRISTINE NORDIN, a Notary Public, Carol C. Rochford, with whom I am personally acquainted, who acknowledged that she executed the within instrument for purposes therein contained, and who further acknowledged that she is Chief Manager of Rochford-Tate, LLC, a limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 30 day of December. 1999.

Notary Public

My Commission Expires:

March 29, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged and sworn to before me by Dianne Rochford Sims, this the 30th day of December, 1999.

WITNESS my hand, at office, this 30 day of December. 1999.

Notary Public

My Commission Expires:

March 29, 2003