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TALLAHASSEE, FLORIDA

Rs 6/27/05
Mejor

KAREN O. GAFFNEY, P.A.

ATTORNEY AT LAW

221 WEST MAIN STREET • SUITE D

INVERNESS, FLORIDA 34450

KAREN O. GAFFNEY

TELEPHONE
352/726-9222

FAX
352/726-2124

June 14, 2005

Via U.S. Cert. RRR Mail # 7003-1680-0005-7434-8990

Florida Department of State

Division of Corporations

Attn: Pamela Smith, Document Specialist

P.O. Box 6327

Tallahassee, FL 32314

RE: Residential Services for the Retarded, Inc
Ref. #: 736638

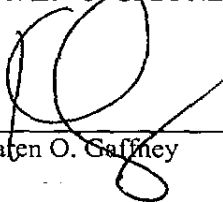
Dear Ms. Smith:

Enclosed please find for your review the merger documents for Residential Services for the Retarded, Inc. together with the Exhibits thereto. A copy of your correspondence of May 24, 2005, is enclosed as per your instructions. Please note that any reference to Florida Statute Chapter 607 has been removed as per your request. Upon review of the enclosed, please proceed to file accordingly.

In the event that you should have any further questions regarding this matter, please do not hesitate to contact me. Thank you for your assistance.

Yours truly,

KAREN O. GAFFNEY, P.A.



Karen O. Gaffney

KOG/pcm

Enclosure: as stated

Cc: Chet Cole

KAREN O. GAFFNEY, P.A.
ATTORNEY AT LAW

221 WEST MAIN STREET • SUITE D
INVERNESS, FLORIDA 34450

KAREN O. GAFFNEY

TELEPHONE
352/726-9222

FAX
352/726-2124

May 11, 2005

Corporate Records Bureau
Division of Corporations
Secretary of State
Post Office Box 6327
The Capitol
Tallahassee, Florida 32314

RE: Merger of Residential Services for the Retarded, Inc., with Citrus County
Association for Retarded Citizens, Inc.

Dear Sir or Madam:

Enclosed please find an original and one copy of Articles of Merger of Residential Services for the Retarded, Inc. with Citrus County Association for Retarded Citizens, Inc. both are Florida Not-for-Profit Corporations. Also, enclosed Unanimous Consent Action of the Board of Directors of Citrus County Association of Retarded Citizens, Inc. and Unanimous Consent Action of the Board of Directors of Residential Services for the Retarded, Inc. Also, enclosed is our check in the amount of \$78.75 to cover your fee. Please return the certified copy and letter of acknowledgment to my office.

Thank you for your assistance in this matter.

Yours truly,

KAREN O. GAFFNEY, P.A.



Karen O. Gaffney

KOG/dpl
Enclosures



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

May 24, 2005

KAREN O GAFFNEY, P.A.
ATTN: KAREN O GAFFNEY, ESQ.
221 WEST MAIN ST, SUITE D
INVERNESS, FL 34450

SUBJECT: RESIDENTIAL SERVICES FOR THE RETARDED, INC.
Ref. Number: 736638

We have received your document for RESIDENTIAL SERVICES FOR THE RETARDED, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please include the exhibit(s) referred to in your document.

Please remove any reference to F.S. Chapter 607.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6957.

Pamela Smith
Document Specialist

Letter Number: 105A00036987

FILED

05 JUN 27 PM 3:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
RESIDENTIAL SERVICES FOR THE RETARDED, INC.,
A Florida Not-for-Profit Corporation,
Into/With
CITRUS COUNTY ASSOCIATION FOR RETARDED
CITIZENS, INC.,
A Florida Not-for-Profit Corporation**

ARTICLES OF MERGER between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC.,

Under § 617.1105 of the Florida Not for Profit Corporation Act, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida Not-for Profit Corporation, adopt the following Articles of Merger,

1. The Agreement and Plan of Merger dated April 26, 2005, between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., was approved and ^{members} adopted by the Board of Directors/of RESIDENTIAL SERVICES FOR THE RETARDED, INC., on April 26, 2005, and was ^{members} adopted by the Board of Directors/of CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC., on April 26, 2005;

SECTION 1 Purchase an Sale of the Assets and Assignment of Agreements of Seller.

- 1.1 Transfer of Assets and Assignment of Contracts.** Subject to the terms and conditions of this Agreement. RSFR shall sell, transfer, convey, assign, and deliver to CCARC, and CCARC shall purchase, accept, and pay for all right, title, and interest in and to, the assets described on Schedule 1.1 (the "Assets"). Subject to these terms and conditions, RSFR shall transfer and assign its rights under the Assumed Contracts (as defined in Section 1.3 below) and CCARC shall assume RSFR's rights and obligations under the Assumed Contracts.
- 1.2 Purchase Price.** The total purchase price payable to CCARC to RSFR for the Assets (the "Purchase Price"), shall be the sum of all outstanding liabilities of RSFR which CCARC shall assume and agree to pay.
- 1.3 Assignment of Agreements.** Schedule 1.3 contains a true, complete, and correct list of all agreements, contracts, and commitments, written or oral, that Buyer will assume at the closing (collectively, the "Assumed Contracts").
- 1.4 Instruments of Conveyance and Transfer.** At the closing, RSFR shall deliver to CCARC such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer, conveyance, and assignment satisfactory to CCARC and its counsel as shall be effective to vest in and warrant to CCARC good and marketable title to the Assets,

AGREEMENT AND PLAN
OF MERGER

THIS AGREEMENT and Plan of Merger is made on April 26, 2005, by and between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, with its principal offices located at 130 Heights Avenue, Inverness, FL 34452, known as ("RSFR") and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida Not-for-Profit Corporation, with its principal offices located at 130 Heights Avenue, Inverness, FL 34452, known as ("CCARC"),

RECITALS

WHEREAS, the parties desire that RSFR be merged into CCARC, with CCARC being the surviving corporation, all as more particularly set forth herein; and

OR

WHEREAS, CCARC desires to acquire all of the assets of RSFR, all as more particularly set forth herein; and

WHEREAS, the Boards of Directors of the parties to this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

EXHIBIT "A"

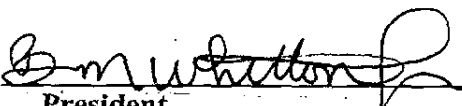
2. The Plan of Merger is attached as Exhibit A and incorporated by reference as is fully set forth.
3. Under §617.1105 of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hand on this
April 26, 2005.

ATTEST:

**RESIDENTIAL SERVICES FOR THE
RETARDED, INC., a Florida Not-for-Profit
Corporation,**

Corporate Seal

BY: 

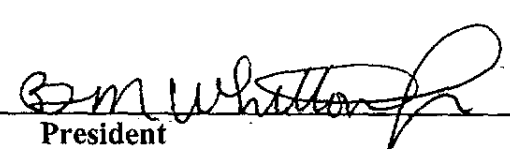
President

B.M. WHITTON JR.

ATTEST:

**CITRUS COUNTY ASSOCIATION OF
RETARDED CITIZENS, INC., a Florida Not-
for-Profit Corporation,**

Corporate Seal

BY: 

President

B.M. WHITTON JR.

free and clear of all mortgages, security agreements, pledges, charges, claims, liens and encumbrances other than the liens and encumbrances in Schedule 1.4, and to transfer to CCARC all of RSFR's rights and obligations under the Assumed Contracts. Simultaneously with such delivery, RSFR shall take all steps as may be required to put CCARC in actual possession and operating control of the Assets.

SECTION 2. Closing.

Closing shall take place at the Office of Karen O. Gaffney, P.A. on April 26, 2005, or at another, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by CCARC and RSFR of Articles of Merger in accordance with F.S. Chapter 617 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing. The Article of Merger shall specify the effective date and time of the merger.

SECTION 3. Conditions Precedent to Obligations of CCARC. Unless at the closing, each of the following conditions is either satisfied or waived by CCARC in writing, CCARC shall not be obligated to effect the transactions contemplated by this Agreement:

3.1 **Performance of Covenants.** Seller shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

3.2 **Items to be Delivered at Closing.** RSFR shall have tendered for delivery to CCARC the following:

3.3 **Corporate Action.** A certified copy of the corporate action of RSFR authorizing and approving this Agreement and the transactions contemplated by it.

3.4 **Certificate of Incumbency.** A Certificate of Incumbency duly executed by RSFR's Secretary or Assistant Secretary.

3.5 **Articles of Merger.** A duly executed original of the Articles of Merger.

3.6 **Transfer Documents.** Deeds, bills of sale, assignments, consents to assignments, and other instruments or transfer and consent necessary to transfer to CCARC good and marketable title in and to all of the Assets and Assumed Contracts, free and clear of all liens, except as set forth in this Agreement.

SECTION 4 **Conditions Precedent to Obligations of Seller.** Unless, at the closing, each of the following conditions is either satisfied or waived by RSFR in

writing, RSFR shall not be obligated to effect the transactions contemplated by this Agreement.

- 4.1 **Corporate Action.** A certified copy of the corporate action of CCARC authorizing and approving this Agreement and the transactions contemplated by it.
- 4.2 **Certificate of Incumbency.** A Certificate of Incumbency duly executed by CCARC's Secretary or Assistant Secretary.
- 4.3 **Articles of Merger.** A duly executed original of the Articles of Merger.
- 4.4 **Performance of Covenants.** CCARC shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

SECTION 5 Notices.

Any notice, request, demand, or communication required or permitted to be given by and provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and if (i) delivered personally, by facsimile, or by courier or delivery courier or delivery service, at the time of such delivery; or (ii) directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified below, two business days after such delivery to the United States Postal Service.

If to CCARC

130 Heights Avenue
Inverness, FL 34452

With a copy to:

Chester D. Cole
Executive Director

If to RSFR

130 Heights Avenue
Inverness, FL 34452

With a copy to:

Chester V. Cole
Executive Director

Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

SECTION 6 Miscellaneous

- 6.1 Entire Agreement.** This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger and all exhibits and schedules thereto, contain all of the terms and conditions agreed on by the parties with reference to the subject matter and supersede all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including any exhibits and schedules hereto, may not be modified or changed except by written instrument signed by all parties, or their respective successors or assigns.
- 6.2 Assignment.** This Agreement shall not be assigned or assignable by RSFR and CCARC without the express written consent of the other party. This Agreement shall inure the benefit of and be binding on the parties and their respective successors and assigns.
- 6.3 Captions.** All sections, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

- 6.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.
- 6.5 **Waiver.** Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.
- 6.6 **Controlling Law.** This Agreement has been entered into in the state of Florida and shall be governed by, construed under, and enforced in accordance with the laws of Florida.
- 6.7 **Gender.** Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter,

references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and singular to include the plural.

6.8 Further Assurances. Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purpose of this Agreement.

6.9 Attorney's Fees. In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorney's fees through all appeals.

6.10 References to Agreement. The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

6.11 Schedules and Exhibits. Schedules and exhibits to this Agreement (and References to part or parts of them) shall, in each instance, include the schedules or exhibits (as the case may be) attached to this Agreement as well as amendments to the schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by arrangement.

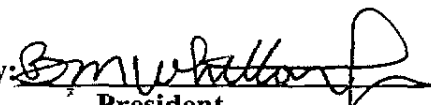
- 6.12 Venue.** Any litigation arising under this Agreement shall be instituted only in Citrus County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.
- 6.13 Severability.** Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision. If any provision of this Agreement shall be determined to be unlawful, that provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 6.14 Rights in Third Parties.** Except as otherwise, specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.
- 6.15 Expenses.** Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
date first written above.

ATTEST:

RESIDENTIAL SERVICES FOR
THE RETARDED, INC., a Florida
Not-for-Profit Corporation

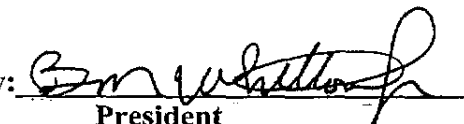
By: _____
(Corporate Seal)

By: 
President

ATTEST:

CITRUS COUNTY ASSOCIATION
FOR RETARDED CITIZENS, INC.,
a Florida Not-for-Profit Corporation

By: _____
(Corporate Seal)

By: 
President

**UNANIMOUS CONSENT ACTION OF THE BOARD OF DIRECTORS OF CITRUS
COUNTY ASSOCIATION OF RETARDED CITIZENS, INC.**

The undersigned, as all the members of the Board of Directors of CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC., a Florida Not-for-Profit Corporation, unanimously agree, adopt, consent to, and order the following corporate actions under ~~§17.1101~~ of the Florida Corporation Act:

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting and any requirement the notice of such meeting be given.
2. The undersigned adopt the following corporate actions:

WHEREAS, the Company desires to consummate a Merger with RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, all in accordance with §617.1101 of the Act; and

WHEREAS, the Company desires to purchase all of the Assets of RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, listed on the attached Exhibit "A" ("the Assets") and desires to assume all of the RESIDENTIAL SERVICES FOR THE RETARDED, INC.'s contracts described on Exhibit "~~A~~" ("the Contracts"), all in accordance with § 617.1101 of the Act; and

WHEREAS, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, desires to consummate the Merger; and

WHEREAS, CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC., a Florida Not-for-Profit Corporation, and RESIDENTIAL SERVICES FOR THE

RETARDED, INC., a Not-for-Profit Corporation, intend to enter a Plan of Merger to consummate the Merger and a draft of the Agreement is attached as Exhibit "C"; and

WHEREAS, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, desire to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated by this reference; and

WHEREAS, after the Merger has been approved, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, intends to execute Articles of Merger and file them with the Florida Secretary of State in accordance with §617.1105 of the Act; and

WHEREAS, it is in the best interest of the Company to consummate these transactions.

NOW THEREFORE:

BE IT RESOLVED, that the Merger, Agreements, and all of the transactions contemplated thereby is adopted, approved, and consented to and B.M. Whitton, CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., President is authorized and directed on behalf of the CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., to negotiate, execute, and deliver the Agreements and any and all other instruments or documents deemed necessary or appropriate by the him to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in their sole discretion, on the advise of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the CITRUS COUNTY ASSOCIATION FOR THE RETARDED CITIZENS, INC., in

their sole discretion, on advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company is authorized and directed to furnish copies of the foregoing resolutions to KAREN O. GAFFNEY, ESQUIRE, Attorney for CITRUS COUNTY ASSOCIATION FOR THE RETARDED CITIZENS, INC., and to certify that such resolutions are in full force and effect and have not been rescinded or modified.

IN WITNESS WHEREOF, the undersigned, as all of the members of the Board of Directors of CITRUS COUNTY ASSOCIATION FOR THE RETARDED CITIZENS, INC., a Florida Not-for-Profit Corporation, execute the foregoing corporate action for the purpose of giving their consent to it as of April 26th, 2005.

Brian Whitton
Philip L. Sporer
Carolyn S. Zemanick
Michael Phelps
Harvey J. Janyer
E. David Detmer

Richard R. Rupp
David L. Lorrain
James L. Thurman
Michael S. Brennan
John H. H.
Robert B. B.

EXHIBIT "A"

**ALL CONTRACTS HELD BY RESIDENTIAL SERVICES FOR THE
RETARDED, INC.**

EXHIBIT "A"

**ALL ASSETS OWNED BY RESIDENTIAL SERVICES FOR THE RETARDED,
INC.**

**ARTICLES OF MERGER
OF
RESIDENTIAL SERVICES FOR THE RETARDED, INC.,
A Florida Not-for-Profit Corporation,
Into/With
CITRUS COUNTY ASSOCIATION FOR RETARDED
CITIZENS, INC.,
A Florida Not-for-Profit Corporation**

ARTICLES OF MERGER between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC.,

Under § 617.1105 of the Florida Not for Profit Corporation Act, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida Not-for Profit Corporation, adopt the following Articles of Merger,

1. The Agreement and Plan of Merger dated April 26, 2005, between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., was approved and adopted by the Board of Directors of RESIDENTIAL SERVICES FOR THE RETARDED, INC., on April 26, 2005, and was adopted by the Board of Directors of CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC., on April 26, 2005;

EXHIBIT "C"

2. The Plan of Merger is attached as Exhibit A and incorporated by reference as is fully set forth.
3. Under §617.1105 of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hand on this

April 26, 2005.

ATTEST:

**RESIDENTIAL SERVICES FOR THE
RETARDED, INC., a Florida Not-for-Profit
Corporation,**

Corporate Seal

BY:

B. M. Whitten Jr.
President

ATTEST:

**CITRUS COUNTY ASSOCIATION OF
RETARDED CITIZENS, INC., a Florida Not-
for-Profit Corporation,**

Corporate Seal

BY:

B. M. Whitten Jr.
President

EXHIBIT "C"

**AGREEMENT AND PLAN
OF MERGER**

THIS AGREEMENT and Plan of Merger is made on April 26, 2005, by and between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, with its principal offices located at 130 Heights Avenue, Inverness, FL 34452, known as ("RSFR") and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida Not-for-Profit Corporation, with its principal offices located at 130 Heights Avenue, Inverness, FL 34452, known as ("CCARC"),

RECITALS

WHEREAS, the parties desire that RSFR be merged into CCARC, with CCARC being the surviving corporation, all as more particularly set forth herein; and

OR

WHEREAS, CCARC desires to acquire all of the assets of RSFR, all as more particularly set forth herein; and

WHEREAS, the Boards of Directors of the parties to this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

SECTION 1 Purchase an Sale of the Assets and Assignment of Agreements of Seller.

- 1.1 Transfer of Assets and Assignment of Contracts.** Subject to the terms and conditions of this Agreement. RSFR shall sell, transfer, convey, assign, and deliver to CCARC, and CCARC shall purchase, accept, and pay for all right, title, and interest in and to, the assets described on Schedule 1.1 (the "Assets"). Subject to these terms and conditions, RSFR shall transfer and assign its rights under the Assumed Contracts (as defined in Section 1.3 below) and CCARC shall assume RSFR's rights and obligations under the Assumed Contracts.
- 1.2 Purchase Price.** The total purchase price payable to CCARC to RSFR for the Assets (the "Purchase Price"), shall be the sum of all outstanding liabilities of RSFR which CCARC shall assume and agree to pay.
- 1.3 Assignment of Agreements.** Schedule 1.3 contains a true, complete, and correct list of all agreements, contracts, and commitments, written or oral, that Buyer will assume at the closing (collectively, the "Assumed Contracts").
- 1.4 Instruments of Conveyance and Transfer.** At the closing, RSFR shall deliver to CCARC such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer, conveyance, and assignment satisfactory to CCARC and its counsel as shall be effective to vest in and warrant to CCARC good and marketable title to the Assets,

free and clear of all mortgages, security agreements, pledges, charges, claims, liens and encumbrances other than the liens and encumbrances in Schedule 1.4, and to transfer to CCARC all of RSFR's rights and obligations under the Assumed Contracts. Simultaneously with such delivery, RSFR shall take all steps as may be required to put CCARC in actual possession and operating control of the Assets.

SECTION 2. Closing.

Closing shall take place at the Office of Karen O. Gaffney, P.A. on April 26, 2005, or at another, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by CCARC and RSFR of Articles of Merger in accordance with F.S. Chapter 617 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing. The Article of Merger shall specify the effective date and time of the merger.

SECTION 3. Conditions Precedent to Obligations of CCARC. Unless at the closing, each of the following conditions is either satisfied or waived by CCARC in writing, CCARC shall not be obligated to effect the transactions contemplated by this Agreement:

- 3.1 **Performance of Covenants.** Seller shall have performed and complied in all respects with the covenants and agreements required by this Agreement.
- 3.2 **Items to be Delivered at Closing.** RSFR shall have tendered for delivery to CCARC the following:
- 3.3 **Corporate Action.** A certified copy of the corporate action of RSFR authorizing and approving this Agreement and the transactions contemplated by it.
- 3.4 **Certificate of Incumbency.** A Certificate of Incumbency duly executed by RSFR's Secretary or Assistant Secretary.
- 3.5 **Articles of Merger.** A duly executed original of the Articles of Merger.
- 3.6 **Transfer Documents.** Deeds, bills of sale, assignments, consents to assignments, and other instruments or transfer and consent necessary to transfer to CCARC good and marketable title in and to all of the Assets and Assumed Contracts, free and clear of all liens, except as set forth in this Agreement.

SECTION 4 Conditions Precedent to Obligations of Seller. Unless, at the closing, each of the following conditions is either satisfied or waived by RSFR in

writing, RSFR shall not be obligated to effect the transactions contemplated by this Agreement.

- 4.1 **Corporate Action.** A certified copy of the corporate action of CCARC authorizing and approving this Agreement and the transactions contemplated by it.
- 4.2 **Certificate of Incumbency.** A Certificate of Incumbency duly executed by CCARC's Secretary or Assistant Secretary.
- 4.3 **Articles of Merger.** A duly executed original of the Articles of Merger.
- 4.4 **Performance of Covenants.** CCARC shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

SECTION 5 **Notices.**

Any notice, request, demand, or communication required or permitted to be given by and provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and if (i) delivered personally, by facsimile, or by courier or delivery courier or delivery service, at the time of such delivery; or (ii) directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified below, two business days after such delivery to the United States Postal Service.

If to CCARC

130 Heights Avenue
Inverness, FL 34452

With a copy to:

Chester D. Cole
Executive Director

If to RSFR

130 Heights Avenue
Inverness, FL 34452

With a copy to:

Chester V. Cole
Executive Director

Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

SECTION 6 Miscellaneous

- 6.1 Entire Agreement.** This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger and all exhibits and schedules thereto, contain all of the terms and conditions agreed on by the parties with reference to the subject matter and supersede all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including any exhibits and schedules hereto, may not be modified or changed except by written instrument signed by all parties, or their respective successors or assigns.
- 6.2 Assignment.** This Agreement shall not be assigned or assignable by RSFR and CCARC without the express written consent of the other party. This Agreement shall inure the benefit of and be binding on the parties and their respective successors and assigns.
- 6.3 Captions.** All sections, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

- 6.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.
- 6.5 **Waiver.** Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.
- 6.6 **Controlling Law.** This Agreement has been entered into in the state of Florida and shall be governed by, construed under, and enforced in accordance with the laws of Florida.
- 6.7 **Gender.** Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter,

references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and singular to include the plural.

- 6.8 Further Assurances.** Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purpose of this Agreement.
- 6.9 Attorney's Fees.** In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorney's fees through all appeals.
- 6.10 References to Agreement.** The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.
- 6.11 Schedules and Exhibits.** Schedules and exhibits to this Agreement (and References to part or parts of them(shall, in each instance, include the schedules or exhibits (as the case may be) attached to this Agreement as well as amendments to the schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by arrangement.

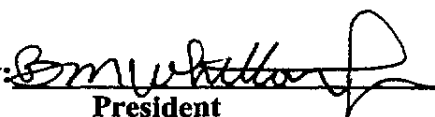
- 6.12 Venue.** Any litigation arising under this Agreement shall be instituted only in Citrus County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.
- 6.13 Severability.** Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision. If any provision of this Agreement shall be determined to be unlawful, that provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 6.14 Rights in Third Parties.** Except as otherwise, specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.
- 6.15 Expenses.** Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST:

**RESIDENTIAL SERVICES FOR
THE RETARDED, INC., a Florida
Not-for-Profit Corporation**

By: _____
(Corporate Seal)

By: 
President

ATTEST:

**CITRUS COUNTY ASSOCIATION
FOR RETARDED CITIZENS, INC.,
a Florida Not-for-Profit Corporation**

By: _____
(Corporate Seal)

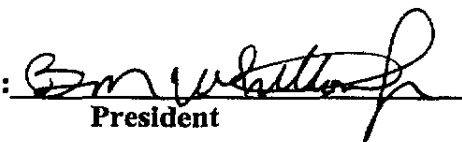
By: 
President

EXHIBIT "C"

**UNANIMOUS CONSENT ACTION OF THE BOARD OF DIRECTORS OF
RESIDENTIAL SERVICES FOR THE RETARDED, INC.**

The undersigned, as all the members of the Board of Directors of RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, unanimously agree, adopt, consent to, and order the following corporate actions under § 617.1101 of the Florida Corporation Act:

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting and any requirement the notice of such meeting be given.
2. The undersigned adopt the following corporate actions:

WHEREAS, the Company desires to consummate a Merger with CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida Not-for-Profit Corporation, all in accordance with §617.1101 of the Act; and

WHEREAS, the Company desires to sell all of the Assets of RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, listed on the attached Exhibit "A" ("the Assets") and desires to convey all of the RESIDENTIAL SERVICES FOR THE RETARDED INC.'s, contracts described on Exhibit "A" ("the Contracts"), all in accordance with § 617.1101 of the Act; and

WHEREAS, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, desires to consummate the Merger; and

WHEREAS, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC., a Not-for-Profit Corporation, intend to enter a Plan of

Merger to consummate the Merger and a draft of the Agreement is attached as Exhibit "C"; and

WHEREAS, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, desire to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated by this reference; and

WHEREAS, after the Merger has been approved, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, intends to execute Articles of Merger and file them with the Florida Secretary of State in accordance with §617.1105 of the Act; and

WHEREAS, it is in the best interest of the Company to consummate these transactions.

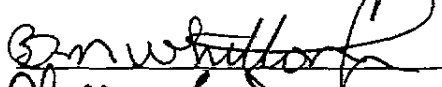
NOW THEREFORE:

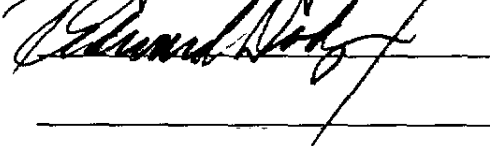
BE IT RESOLVED, that the Merger, Agreements, and all of the transactions contemplated thereby are adopted, approved, and consented to and _____, RESIDENTIAL SERVICES FOR THE RETARDED, INC., President is authorized and directed on behalf of the RESIDENTIAL SERVICES FOR THE RETARDED, INC. to negotiate, execute, and deliver the Agreements and any and all other instruments or documents deemed necessary or appropriate by the him to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in their sole discretion, on the advise of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the RESIDENTIAL SERVICES FOR THE RETARDED, INC., in their sole discretion, on

advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company is authorized and directed to furnish copies of the foregoing resolutions to KAREN O. GAFFNEY, ESQUIRE, Attorney for RESIDENTIAL SERVICES FOR THE RETARDED, INC., and to certify that such resolutions are in full force and effect and have not been rescinded or modified.

IN WITNESS WHEREOF, the undersigned, as all of the members of the Board of Directors of RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, execute the foregoing corporate action for the purpose of giving their consent to it as of April 26, 2005.





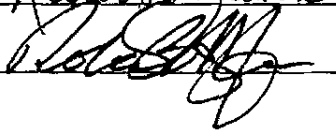



EXHIBIT "A"

**ALL CONTRACTS HELD BY RESIDENTIAL SERVICES FOR THE
RETARDED, INC.**

EXHIBIT "A"

**ALL ASSETS OWNED BY RESIDENTIAL SERVICES FOR THE RETARDED,
INC.**

**ARTICLES OF MERGER
OF
RESIDENTIAL SERVICES FOR THE RETARDED, INC. ,
A Florida Not-for-Profit Corporation,
Into/With
CITRUS COUNTY ASSOCIATION FOR RETARDED
CITIZENS, INC.,
A Florida Not-for-Profit Corporation**

ARTICLES OF MERGER between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC.,

Under § 617.1105 of the Florida Not for Profit Corporation Act, RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida Not-for Profit Corporation, adopt the following Articles of Merger,

1. The Agreement and Plan of Merger dated April 26, 2005, between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., was approved and adopted by the Board of Directors of RESIDENTIAL SERVICES FOR THE RETARDED, INC., on April 26, 2005, and was adopted by the Board of Directors of CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC., on April 26, 2005;

2. The Plan of Merger is attached as Exhibit A and incorporated by reference as is fully set forth.
3. Under §617.1105 of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hand on this

April 26, 2005.

ATTEST:

**RESIDENTIAL SERVICES FOR THE
RETARDED, INC., a Florida Not-for-Profit
Corporation,**

Corporate Seal

BY:

B. M. Whitton Jr.
President

ATTEST:

**CITRUS COUNTY ASSOCIATION OF
RETARDED CITIZENS, INC., a Florida Not-
for-Profit Corporation,**

Corporate Seal

BY:

B. M. Whitton Jr.
President

EXHIBIT "C"

AGREEMENT AND PLAN
OF MERGER

THIS AGREEMENT and Plan of Merger is made on April 26, 2005, by and between RESIDENTIAL SERVICES FOR THE RETARDED, INC., a Florida Not-for-Profit Corporation, with its principal offices located at 130 Heights Avenue, Inverness, FL 34452, known as ("RSFR") and CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida Not-for-Profit Corporation, with its principal offices located at 130 Heights Avenue, Inverness, FL 34452, known as ("CCARC"),

RECITALS

WHEREAS, the parties desire that RSFR be merged into CCARC, with CCARC being the surviving corporation, all as more particularly set forth herein; and

OR

WHEREAS, CCARC desires to acquire all of the assets of RSFR, all as more particularly set forth herein; and

WHEREAS, the Boards of Directors of the parties to this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

SECTION 1 Purchase and Sale of the Assets and Assignment of Agreements of Seller.

- 1.1 Transfer of Assets and Assignment of Contracts.** Subject to the terms and conditions of this Agreement. RSFR shall sell, transfer, convey, assign, and deliver to CCARC, and CCARC shall purchase, accept, and pay for all right, title, and interest in and to, the assets described on Schedule 1.1 (the "Assets"). Subject to these terms and conditions, RSFR shall transfer and assign its rights under the Assumed Contracts (as defined in Section 1.3 below) and CCARC shall assume RSFR's rights and obligations under the Assumed Contracts.
- 1.2 Purchase Price.** The total purchase price payable to CCARC to RSFR for the Assets (the "Purchase Price"), shall be the sum of all outstanding liabilities of RSFR which CCARC shall assume and agree to pay.
- 1.3 Assignment of Agreements.** Schedule 1.3 contains a true, complete, and correct list of all agreements, contracts, and commitments, written or oral, that Buyer will assume at the closing (collectively, the "Assumed Contracts").
- 1.4 Instruments of Conveyance and Transfer.** At the closing, RSFR shall deliver to CCARC such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer, conveyance, and assignment satisfactory to CCARC and its counsel as shall be effective to vest in and warrant to CCARC good and marketable title to the Assets,

free and clear of all mortgages, security agreements, pledges, charges, claims, liens and encumbrances other than the liens and encumbrances in Schedule 1.4, and to transfer to CCARC all of RSFR's rights and obligations under the Assumed Contracts. Simultaneously with such delivery, RSFR shall take all steps as may be required to put CCARC in actual possession and operating control of the Assets.

SECTION 2. Closing.

Closing shall take place at the Office of Karen O. Gaffney, P.A. on April 26, 2005, or at another, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by CCARC and RSFR of Articles of Merger in accordance with F.S. Chapter 617 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing. The Article of Merger shall specify the effective date and time of the merger.

SECTION 3. Conditions Precedent to Obligations of CCARC. Unless at the closing, each of the following conditions is either satisfied or waived by CCARC in writing, CCARC shall not be obligated to effect the transactions contemplated by this Agreement:

3.1 **Performance of Covenants.** Seller shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

3.2 **Items to be Delivered at Closing.** RSFR shall have tendered for delivery to CCARC the following:

3.3 **Corporate Action.** A certified copy of the corporate action of RSFR authorizing and approving this Agreement and the transactions contemplated by it.

3.4 **Certificate of Incumbency.** A Certificate of Incumbency duly executed by RSFR's Secretary or Assistant Secretary.

3.5 **Articles of Merger.** A duly executed original of the Articles of Merger.

3.6 **Transfer Documents.** Deeds, bills of sale, assignments, consents to assignments, and other instruments or transfer and consent necessary to transfer to CCARC good and marketable title in and to all of the Assets and Assumed Contracts, free and clear of all liens, except as set forth in this Agreement.

SECTION 4 Conditions Precedent to Obligations of Seller. Unless, at the closing, each of the following conditions is either satisfied or waived by RSFR in

writing, RSFR shall not be obligated to effect the transactions contemplated by this Agreement.

- 4.1 **Corporate Action.** A certified copy of the corporate action of CCARC authorizing and approving this Agreement and the transactions contemplated by it.
- 4.2 **Certificate of Incumbency.** A Certificate of Incumbency duly executed by CCARC's Secretary or Assistant Secretary.
- 4.3 **Articles of Merger.** A duly executed original of the Articles of Merger.
- 4.4 **Performance of Covenants.** CCARC shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

SECTION 5 Notices.

Any notice, request, demand, or communication required or permitted to be given by and provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and if (i) delivered personally, by facsimile, or by courier or delivery courier or delivery service, at the time of such delivery; or (ii) directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified below, two business days after such delivery to the United States Postal Service.

If to CCARC

130 Heights Avenue
Inverness, FL 34452

With a copy to:

Chester D. Cole
Executive Director

If to RSFR

130 Heights Avenue
Inverness, FL 34452

With a copy to:

Chester U. Cole
Executive Director

Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

SECTION 6 Miscellaneous

- 6.1 Entire Agreement.** This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger and all exhibits and schedules thereto, contain all of the terms and conditions agreed on by the parties with reference to the subject matter and supersede all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including any exhibits and schedules hereto, may not be modified or changed except by written instrument signed by all parties, or their respective successors or assigns.
- 6.2 Assignment.** This Agreement shall not be assigned or assignable by RSFR and CCARC without the express written consent of the other party. This Agreement shall inure the benefit of and be binding on the parties and their respective successors and assigns.
- 6.3 Captions.** All sections, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

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- 6.5 **Waiver.** Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.
- 6.6 **Controlling Law.** This Agreement has been entered into in the state of Florida and shall be governed by, construed under, and enforced in accordance with the laws of Florida.
- 6.7 **Gender.** Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter,

references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and singular to include the plural.

- 6.8 **Further Assurances.** Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purpose of this Agreement.
- 6.9 **Attorney's Fees.** In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorney's fees through all appeals.
- 6.10 **References to Agreement.** The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.
- 6.11 **Schedules and Exhibits.** Schedules and exhibits to this Agreement (and References to part or parts of them(shall, in each instance, include the schedules or exhibits (as the case may be) attached to this Agreement as well as amendments to the schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by arrangement.

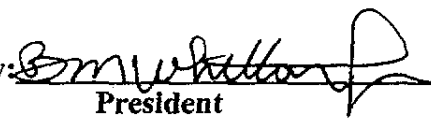
- 6.12 **Venue.** Any litigation arising under this Agreement shall be instituted only in Citrus County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.
- 6.13 **Severability.** Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision. If any provision of this Agreement shall be determined to be unlawful, that provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 6.14 **Rights in Third Parties.** Except as otherwise, specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.
- 6.15 **Expenses.** Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
date first written above.

ATTEST:

**RESIDENTIAL SERVICES FOR
THE RETARDED, INC., a Florida
Not-for-Profit Corporation**

By: _____
(Corporate Seal)

By: 
President

ATTEST:

**CITRUS COUNTY ASSOCIATION
FOR RETARDED CITIZENS, INC.,
a Florida Not-for-Profit Corporation**

By: _____
(Corporate Seal)

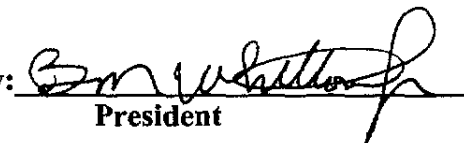
By: 
President

EXHIBIT "C"