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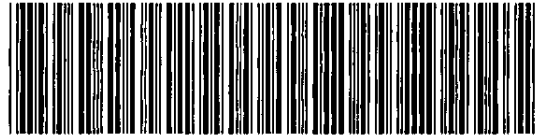
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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DEPARTMENT OF STATE
13 JUN 26 PM 4:42

merger

JUN 27 2013

R. WHITE

FILED
13 JUN 26 AM 9:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA FILING & SEARCH SERVICES, INC.

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155 Office Plaza Dr Ste A Tallahassee FL 32301

PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 6/26/13

NAME: FIRSTSERVICE RESIDENTIAL FLORIDA, INC

TYPE OF FILING: MERGER

COST: 90.00

RETURN: CERTIFIED COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FirstService Residential Florida, Inc.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Contact Person

Ferrante & Associates

Firm/Company

126 Prospect Street

Address

Cambridge, MA 02139

City, State and Zip Code

akc@ferranteandassociates.com

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

For further information concerning this matter, please call:

Alison Cook at (617) 868-5000, ext. 225

Name of Contact Person

Area Code and 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

FILED

13 JUN 26 AM 9:35

**CERTIFICATE OF MERGER
OF**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CONTINENTAL ASSOCIATION MANAGEMENT, LLC

WITH AND INTO

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act and Section 608.4382 of the Florida Limited Liability Companies Act, the undersigned Continental Association Management, LLC and FirstService Residential Florida, Inc. adopt the following Certificate of Merger:

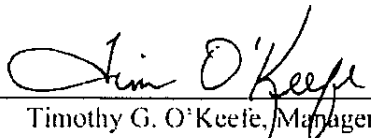
1. The name of the surviving entity of the merger is FirstService Residential Florida, Inc., a Florida corporation (the "Surviving Entity"). The name of the merging entity is Continental Association Management, LLC, a Florida limited liability company (the "Merging Entity"). The Surviving Entity owns 100% of the shares of the Merging Entity.
2. A copy of the Agreement and Plan of Merger, dated June 21, 2013, by and between the Surviving Entity and the Merging Entity, is attached hereto as Exhibit "A" and incorporated herein by reference.
3. This merger shall be made effective on June 30, 2013.
4. The Agreement and Plan of Merger was adopted on June 21, 2013 by the sole shareholder and the Board of Directors of the Surviving Entity by written consent without a meeting in the manner prescribed by the Florida Business Corporation Act.
5. The Agreement and Plan of Merger was adopted on June 21, 2013 by the sole member and the Board of Managers of the Merging Entity by written consent without a meeting in the manner prescribed by the Florida Limited Liability Companies Act.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of the 21st day of June, 2013.

MERGING ENTITY

**CONTINENTAL ASSOCIATION
MANAGEMENT, LLC**, a Florida limited
liability company

By: 
Timothy G. O'Keefe, Manager

SURVIVING ENTITY

**FIRSTSERVICE RESIDENTIAL
FLORIDA, INC.**, a Florida corporation

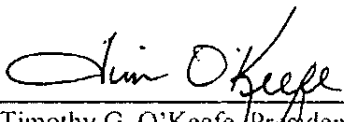
By: 
Timothy G. O'Keefe, President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 21st day of June, 2013, by and between **CONTINENTAL ASSOCIATION MANAGEMENT, LLC** a Florida limited liability company with its principal office located at 2950 North 28th Terrace, Hollywood, Florida 33020 (the "Merging Entity"), and **FIRSTSERVICE RESIDENTIAL FLORIDA, INC.**, a Florida corporation with its principal office located at 2950 North 28th Terrace, Hollywood, Florida 33020 (the "Surviving Entity").

WHEREAS, the Merging Entity is a limited liability company organized and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, the Surviving Entity is a corporation organized and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, the Surviving Entity is the sole member of the Merging Entity;

AND WHEREAS, pursuant to the duly authorized action by the sole shareholder and the Board of Directors of the Surviving Entity and by the sole member and Board of Managers of the Merging Entity, the Surviving Entity and the Merging Entity have determined that they shall merge (the "Merger") upon the terms and subject to the conditions and in the manner set forth in this Agreement and in accordance with Section 607.1101 of the Florida Business Corporation Act and Section 608.4382 of the Florida Limited Liability Companies Act.

NOW THEREFORE, in consideration of the premises and the terms, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Merging Entity and the Surviving Entity hereby mutually agree as follows:

1. **Merger.** The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and subject to the conditions and in the manner set forth in this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity. The Merger shall be effective on June 30, 2013 (the "Effective Date").

2. **Survival; Existence.** At and after the Effective Date: (a) the Surviving Entity shall be the surviving entity, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Business Corporation Act; and (b) the Merging Entity shall cease to exist and its assets, property and obligations shall become the assets, property and obligations of the Surviving Entity as the surviving entity.

3. Articles; Bylaws. At and after the Effective Date: (a) the Articles of Incorporation of the Surviving Entity in existence immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Entity until duly amended; and (b) the Bylaws of the Surviving Entity in existence immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Entity until duly amended.

4. Manner and Basis of Converting Securities.

(a) *Effect on units of the Merging Entity:* Each limited liability company membership unit of the Merging Entity that is issued and outstanding immediately prior to the Effective Date, on and after the Effective Date, without further action, shall cease to exist. On or after the Effective Date, each holder of an outstanding certificate representing limited liability company membership units of the Merging Entity shall surrender the same to the Surviving Entity.

(b) *Effect on shares of the Surviving Entity.* Each share of capital stock of the Surviving Entity that is issued and outstanding immediately prior to the Effective Date shall be unaffected and continue to be shares of the Surviving Entity.

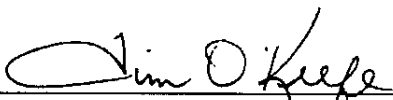
5. Approval. The Merger contemplated by this Agreement has previously been submitted to and approved by the Board of Directors of the Surviving Entity and by the sole member and the Board of Managers of the Merging Entity. Subsequent to the execution of this Agreement by the appropriate representatives of the Merging Entity and the Surviving Entity, the proper representatives of the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. Miscellaneous. Prior to the Effective Date, this Agreement may be amended or terminated by the written agreement of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof. The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and no individual who or entity which is not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused this Agreement to be executed by their duly authorized officers/managers as of the date first written above.

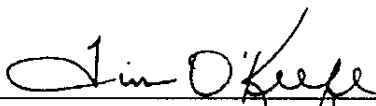
MERGING ENTITY

**CONTINENTAL ASSOCIATION
MANAGEMENT, LLC**, a Florida limited
liability company

By: 
Timothy G. O'Keefe, Manager

SURVIVING ENTITY

**FIRSTSERVICE RESIDENTIAL
FLORIDA, INC.**, a Florida corporation

By: 
Timothy G. O'Keefe, President