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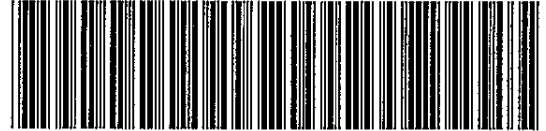
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GRAY | ROBINSON
ATTORNEYS AT LAW

SUITE 600
301 SOUTH BRONOUGH ST. (32301)
POST OFFICE BOX 11189
TALLAHASSEE, FL 32302-3189
TEL 850-222-7717
TEL 850-577-9090
FAX 850-222-3494
FAX 850-577-3311
gray-robinson.com

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December 28, 2004

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To Whom It May Concern:

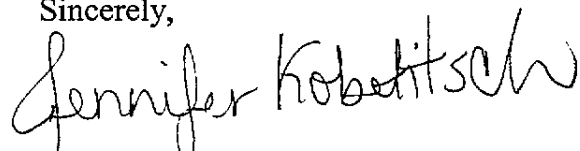
Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$192.50** for the applicable filing fees and fees to obtain **Two (2) Certified Copies** of the Articles of Merger for the following entity:

LAKEVIEW TERRACE RETIREMENT SERVICES, INC.
(Document No. P95000033218) into

LAKEVIEW TERRACE RETIREMENT SERVICES, LTD.
(Document No. A04000001999)

Upon receipt, please "date-stamp" the copy of the letter provided and call me at 222-7717, when the document is ready. Thank you for your assistance in this matter.

Sincerely,



Jennifer Kobetitsch
Office Administrator

JCK
Enclosures

**ARTICLES OF MERGER
MERGING
LAKEVIEW TERRACE RETIREMENT SERVICES, INC.
WITH AND INTO
LAKEVIEW TERRACE RETIREMENT SERVICES, LTD.**

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Pursuant to Sections 607.1108, 607.1109 and 607.11101 of the Florida Business Corporation Act, and Sections 620.201, 620.202, 620.203, and 620.204 of the Florida Revised Uniform Limited Partnership Act (1986), **LAKEVIEW TERRACE RETIREMENT SERVICES, INC.**, a Florida corporation ("LTRS, Inc."), and **LAKEVIEW TERRACE RETIREMENT SERVICES, LTD.**, a Florida limited partnership ("Lakeview Ltd."), hereby adopt the following Articles of Merger:

ARTICLE I

The name, type of entity and state of organization of each of the constituent business entities are as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>
LAKEVIEW TERRACE RETIREMENT SERVICES, INC.	Florida	Corporation
LAKEVIEW TERRACE RETIREMENT SERVICES, LTD.	Florida	Limited Partnership

ARTICLE II

Effective as of December 28, 2004 (the "Effective Date"), LTRS, Inc. shall be merged with and into Lakeview Ltd. and Lakeview Ltd. shall be the surviving business entity.

ARTICLE III

The Plan of Merger pursuant to which LTRS, Inc. shall merge with and into Lakeview Ltd. (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

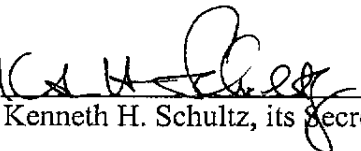
ARTICLE IV

The Plan of Merger was adopted by the Board of Directors and approved by all of the shareholders of LTRS, Inc. as of December 21, 2004, in accordance with the applicable provisions of Chapter 607, *Florida Statutes*, and in accordance with the terms of LTRS, Inc.'s Articles of Incorporation and Bylaws. The Plan of Merger was adopted and approved by the sole general partner and the sole limited partner of Lakeview Ltd. as of December 21, 2004, in accordance with the applicable provisions of Chapter 620, *Florida Statutes*, and in accordance with the terms of Lakeview Ltd.'s Certificate of Limited Partnership and Agreement of Limited

Partnership. There are no dissenting shareholders or dissenting partners of either of the constituent business entities.

IN WITNESS WHEREOF, these Articles of Merger are dated this 22nd day of December, 2004.

**LAKEVIEW TERRACE RETIREMENT
SERVICES, INC.**, a Florida corporation

By: 
Kenneth H. Schultz, its Secretary

**LAKEVIEW TERRACE RETIREMENT
SERVICES, LTD.**, a Florida limited
partnership

By: **DEVELOPMENTAL HOLDINGS,
INC.**, a Florida corporation, its General
Partner

By: 
Kenneth H. Schultz, its Secretary

EXHIBIT A
PLAN OF MERGER
OF
LAKEVIEW TERRACE RETIREMENT SERVICES, INC.
WITH AND INTO
LAKEVIEW TERRACE RETIREMENT SERVICES, LTD.

THIS PLAN OF MERGER is among **LAKEVIEW TERRACE RETIREMENT SERVICES, INC.**, a Florida corporation ("Lakeview Inc."), and **LAKEVIEW TERRACE RETIREMENT SERVICES, LTD.**, a Florida limited partnership ("Lakeview Ltd.").

1. The principal place of business for each of Lakeview Inc. and Lakeview Ltd. is located at 1095 West Morse Boulevard, Winter Park, Florida 32789.

2. Lakeview Inc. has authorized for issuance one thousand (1,000) shares of common stock, par value \$1.00 (the "Lakeview Inc. Stock"), of which two hundred (200) shares are issued and outstanding, which are all issued to DHI, and there are no options or other rights to acquire additional shares of capital stock of Lakeview Inc. issued or outstanding.

3. The interests in the capital and profits of Lakeview Ltd. (the "Lakeview Ltd. Partnership Interests") are owned as follows: ninety nine percent (99%) by DHI, as the sole General Partner, and one percent (1%) by LTRS Holdings, LLC, a Florida limited liability company ("LTRS LLC"), as the sole Limited Partner (with such parties in such context collectively referred to herein as the "Partners"), and there are no options or other rights to acquire additional capital or profits interests in Lakeview Ltd. issued or outstanding.

4. All of the membership interests of LTRS LLC are issued to and owned by DHI, and there are no options or other rights to acquire additional membership interests in LTRS LLC issued or outstanding.

5. Lakeview Inc. will merge with and into Lakeview Ltd. as of the Effective Date (as defined below), whereupon Lakeview Inc. will cease to exist and the separate businesses of Lakeview Inc. and Lakeview Ltd. will continue on a combined basis through Lakeview Ltd.

6. LTRS LLC is a single member limited liability company that is "disregarded" as an entity separate from its owner for federal income tax purposes.

7. Since DHI is the sole member of LTRS LLC (which is "disregarded" as an entity separate from its owner for federal income tax purposes), DHI is deemed to be the sole limited partner of Lakeview Ltd. for federal income tax purposes. Lakeview Ltd. is deemed to have only one partner for federal income tax purposes since (i) DHI is the sole general partner of Lakeview Ltd., and (ii) DHI is also deemed to be the sole limited partner of Lakeview Ltd. Since Lakeview Ltd. is deemed to have only one partner for federal income tax purposes, it is "disregarded" as an entity separate from its owner for federal income tax purposes.

8. DHI has filed an election to treat Lakeview Inc. as a Qualified Subchapter S Subsidiary, and therefore, Lakeview Inc. is "disregarded" as an entity separate from its owner for federal income tax purposes.

ARTICLE I

1.1 Names of Constituent Entities.

Name of Target Entity: LAKEVIEW TERRACE RETIREMENT SERVICES, INC., a Florida corporation

Name of Surviving Entity: LAKEVIEW TERRACE RETIREMENT SERVICES, LTD., a Florida limited partnership

1.2 The Merger. As of the Effective Date, Lakeview Inc. shall merge with and into Lakeview Ltd. (the "Merger"), the separate existence of Lakeview Inc. shall thereupon cease, and Lakeview Ltd. shall be the surviving entity in the Merger (the "Surviving Entity") and shall continue its legal existence under the laws of the State of Florida.

1.3 Effect of Merger. The Merger shall have the effects set forth in the Florida Business Corporations Act, as amended (the "FBCA"), and the Florida Revised Uniform Limited Partnership Act (1986), as amended (the "FRULPA") (with the FBCA and the FRULPA referred to herein collectively as the "Acts").

1.4 Effective Date. The Merger shall become effective on December 28, 2004 (the "Effective Date"). The Parties hereto will file with the Florida Secretary of State (the "Secretary of State") the Articles of Merger and other necessary documents (the "Merger Documents"), in such form as required by, and executed in accordance with, the relevant provisions of the Acts in order to effect the Merger as of the Effective Date.

ARTICLE 2

2.1 Lakeview Ltd. Partnership Interests. As of the Effective Date, the Partnership Interests of Lakeview Ltd. issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding.

2.2 Lakeview Inc. Stock. As of the Effective Date, each share of Lakeview Inc. Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and canceled

2.3 No Conversion. Since all of the Lakeview Inc. Stock issued and outstanding immediately prior to the Effective Date is owned by DHI and since DHI owns, either directly or

through its wholly-owned subsidiary, all of the Lakeview Ltd. Partnership Interests, no conversion of the issued and outstanding Lakeview Inc. Stock into Lakeview Ltd. Partnership Interests is necessary, and no additional partnership interests of Lakeview Ltd. will be issued in connection with the Merger. Therefore, immediately after the Merger, the Lakeview Ltd. Partnership Interests shall continue to be issued and owned as follows:

<u>Partner Names & Addresses</u>	<u>Ownership of Lakeview Ltd. Partnership Interests</u>
Developmental Holdings, Inc., as the sole General Partner, 1095 West Morse Boulevard, Winter Park, Florida 32789	99%
LTRS Holdings, LLC, a wholly-owned subsidiary of Developmental Holdings, Inc., as the sole Limited Partner, 1095 West Morse Boulevard, Winter Park, Florida 32789	1%

2.5 **Federal Income Tax Treatment.** Since for federal income tax purposes: (i) the Constituent Entities are all “disregarded” as entities separate from their owners, and (ii) DHI is deemed to be the sole owner of all of the assets and liabilities of each Constituent Entity, the merger of Lakeview Inc. with and into Lakeview Ltd. will be “disregarded” and without effect for federal income tax purposes.

2.6 **Rights and Obligations of Lakeview Inc.** In accordance with and insofar as permitted by the applicable provisions of the Acts: (i) Lakeview Ltd. shall possess all rights, privileges and powers of Lakeview Inc., (ii) all property and assets of Lakeview Inc. shall vest in Lakeview Ltd. without any further act or deed, and (iii) Lakeview Ltd. shall assume and be liable for all liabilities and obligations of Lakeview Inc.

ARTICLE 3

3.1 **Lakeview Ltd. Certificate of Limited Partnership and Agreement of Limited Partnership.** The Certificate of Limited Partnership and the Agreement of Limited Partnership of Lakeview Ltd. in effect immediately prior to the Effective Date shall be and will remain the Certificate of Limited Partnership and the Agreement of Limited Partnership of Lakeview Ltd., unless and until such Certificate of Limited Partnership and Agreement of Limited Partnership shall be amended as provided by law.

3.2 **Articles of Incorporation of Lakeview Inc.** The Articles of Incorporation of Lakeview Inc., as on record with the Secretary of State of Florida, shall be canceled as of the Effective Date and thereafter be of no further force or effect.

3.3 **Lakeview Inc. Organizational Documents.** All other organizational documents and agreements relating to Lakeview Inc. shall be canceled as of the Effective Date and thereafter be of no further force or effect.

3.4 **Lakeview Ltd. Partners.** The Partners of Lakeview Ltd. in effect immediately prior to the Effective Date shall be and will remain the Partners of Lakeview Ltd., until such time as ownership of the Partnership Interests is altered in accordance with the terms of the Certificate of Limited Partnership and the Agreement of Limited Partnership of Lakeview Ltd.

ARTICLE 4

4.1 **Amendment.** The Constituent Entities, by mutual consent, may amend this Plan of Merger prior to the filing of the Articles of Merger with the Secretary of State; provided, however, that an amendment made subsequent to the adoption of this Plan of Merger by the shareholders of Lakeview Inc. and the partners of Lakeview Ltd. shall be subject to the limitations specified in the Acts.

4.2 **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 filing of Articles of Merger with the Secretary of State, whether before or after adoption of this Plan of Merger by the partners of Lakeview Ltd. and the shareholders of Lakeview Inc., if the Boards of Directors of Lakeview Inc. or the partners of Lakeview Ltd. determine that the consummation of the transactions provided for herein would not, for any reason, be in the best interest of the parties.

4.3 **Partner and Shareholder Approval.** This Plan of Merger shall be submitted to the shareholders of Lakeview Inc. and the partners of Lakeview Ltd. for approval prior to the Effective Date.

4.4 **Filing of Articles of Merger.** After obtaining such approval by the shareholders of Lakeview Inc. and the partners of Lakeview Ltd., Lakeview Inc. and Lakeview Ltd. are hereby authorized and directed to cause all required documents to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Date.