



UCC FILING & SEARCH SERVICES, INC.  
526 East Park Avenue  
Tallahassee, Florida 32301  
(850) 681-6528

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**L01000005487**

842688/7875U

April 11, 2001

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

Reliance Housing Services, Inc. into

Reliance Housing Services, LLC

**Filing Evidence**

☐ Plain/Confirmation Copy

☒ Certified Copy

**Type of Document**

☐ Certificate of Status

☐ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include  
Articles & Amendments

☐ Fictitious Name Certificate

☐ Other

**Retrieval Request**

☐ Photocopy

☐ Certified Copy

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

DIVISION OF CORPORATION

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

RELIANCE HOUSING SERVICES, INC., A FLORIDA ENTITY, N98000002121

INTO

**RELIANCE HOUSING SERVICES, LLC**, a Florida entity, L01000005487

File date: April 11, 2001

Corporate Specialist: Trevor Brumbley

**ARTICLES OF MERGER**  
**of**  
**RELIANCE HOUSING SERVICES, INC.**  
**With and Into**  
**RELIANCE HOUSING SERVICES, LLC**

Pursuant to the provisions of Sections 607.1109 and 608.4382, Florida Statutes, Reliance Housing Services, LLC, a Florida limited liability company, as the Surviving Entity in a Merger, hereby submits the following Articles of Merger:

1. **Parties to the Merger:** The names of the entities which are parties to the merger (the "**Merger**") contemplated by these Articles of Merger are Reliance Housing Services, Inc., a Florida not for profit corporation (the "**Merging Corporation**"), and Reliance Housing Services, LLC, a Florida limited liability company. The Surviving Entity in the Merger is Reliance Housing Services, LLC, a Florida limited liability company (the "**Surviving Entity**").

2. **Plan of Merger:** The plan of merger is set forth in an Agreement and Plan of Merger, dated as of April 11, 2001, between the Merging Corporation and the Surviving Entity (the "**Agreement of Merger**"), a copy of which Agreement of Merger is attached hereto as Exhibit "A".

3. **Approval:** The Agreement of Merger was approved and adopted by the board of directors of Merging Corporation on April 11, 2001 in accordance with applicable provisions of the Florida Not for Profit Corporation Act, F.S. Chapter 617, and (b) the sole Member and management committee of the Surviving Entity on April 11, 2001 in accordance with the provisions of the Florida Limited Liability Company Act, F.S. Chapter 608.

4. **Effective Date:** The Merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State.

Dated the 11<sup>th</sup> day of April, 2001.


RELIANCE HOUSING SERVICES, LLC, a Florida  
limited liability company

By: [Signature]

Name: Robert O. Jackson

Title: Manager

RELIANCE HOUSING SERVICES, INC., a Florida  
not for profit corporation

By:   
Name: Robert O. Jackson  
Title: President

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EXHIBIT A

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "**Agreement**") made and entered into this 11<sup>th</sup> day of April, 2001 by and between:

**Reliance Housing Services, Inc.**, a Florida not for corporation with its principal office located at 516 Northeast 13<sup>th</sup> Street, Fort Lauderdale, FL 33304 (hereinafter referred to as the "**Merging Corporation**"),

and

**Reliance Housing Services, LLC**, a Florida limited liability company, with its principal office located at 516 Northeast 13<sup>th</sup> Street, Fort Lauderdale, FL 33304 (hereinafter referred to as the "**Surviving Entity**").

**WITNESSETH:**

**WHEREAS**, the Merging Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

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

**WHEREAS**, pursuant to duly authorized action by their respective Board of Directors, Management Committee and Sole Member, as applicable, the Merging Corporation and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 608.438 of the Florida Limited Liability Company Act, Section 607.1108 of the Florida Business Corporation Act and Section 617.1103 of the Florida Not for Profit Corporation Act;

**NOW THEREFORE**, in consideration of the mutual premises herein contained, the Merging Corporation and the Surviving Entity hereby agree as follows:

1. **MERGER.** The Merging Corporation and the Surviving Entity agree that the Merging Corporation shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity.

2. **SURVIVING ENTITY.** On and after the effective date of the Merger:

(a) The Surviving Entity shall be the surviving entity, and shall continue to exist as a limited liability company 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 Limited Liability Company Act.

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STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
TALLAHASSEE, FLORIDA

(b) The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Entity as the Surviving Entity.

3. **TERMS AND CONDITIONS OF MERGER.** The terms and conditions of the Merger are the following:

(a) **Operating Agreement.** The Operating Agreement of the Surviving Entity shall continue as the Operating Agreement of the Surviving Entity.

4. **MEMBERSHIP INTEREST** The member of the Surviving Entity shall remain the member of the Surviving Entity.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective Board of Directors, Management Committee or Members, as the case may be, of the Merging Corporation and the Surviving Entity. Subsequent to the execution of this Agreement by the appropriate officers of the Merging Corporation and the Surviving Entity, the proper officers of the Merging Corporation 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. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective upon the filing by the Surviving Entity of Articles of Merger relating to the Merger with the Department of State of the State of Florida.

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Corporation and the members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Management of the Surviving Entity.** The names and addresses of the Members of the Management Committee of the Surviving Entity are:

<u>Name</u>	<u>Address</u>
Robert O. Jackson	516 Northeast 13 <sup>th</sup> Street Fort Lauderdale, FL 33304

Stephen R. Janton

516 Northeast 13<sup>th</sup> Street  
Fort Lauderdale, Florida 33304

Michael Capelle

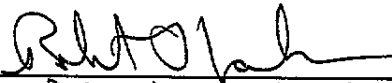
516 Northeast 13<sup>th</sup> Street  
Fort Lauderdale, Florida 33304

(d) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modifications.

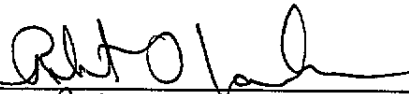
IN WITNESS WHEREOF, Reliance Housing Services, Inc. and Reliance Housing Services, LLC have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**Constituent Entities:**

**RELIANCE HOUSING SERVICES, INC.**  
a Florida not for profit corporation, the  
Merging Corporation

By:   
Name: Robert O. Jackson  
Title: President

**RELIANCE HOUSING SERVICES, LLC,**  
a Florida limited liability company, the  
Surviving Entity

By:   
Name: Robert O. Jackson  
Title: Manager

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