

Feb. 24. 2016

Gray Robinson

No. 0800

P. 1

Division of Corporations

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Florida Department of State

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**

MERGER OR SHARE EXCHANGE

Heatherwood Florida, LLC

Certificate of Status	0
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ARTICLES OF MERGER
Merging
HEATHERWOOD FLORIDA II, LLC
With And Into
HEATHERWOOD FLORIDA, LLC

FILED
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SECRETARY OF STATE
TALLAHASSEE, FL

These Articles of Merger ("Articles of Merger") are submitted in order to merge Heatherwood Florida II, LLC, a Florida limited liability company, with and into Heatherwood Florida, LLC, a Florida limited liability company (the "Merger"), in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act referred to herein as the "Act");

ARTICLE I
Merging LLC

The exact name, type of entity, and jurisdiction for the merging party (the "Merging LLC") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Heatherwood Florida II, LLC	Florida	Limited Liability Company (manager managed)

ARTICLE II
Surviving Entity

The exact name, type of entity and jurisdiction for the surviving party (the "Survivor Company") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Heatherwood Florida, LLC	Florida	Limited Liability Company (manager managed)

ARTICLE III
Approval and Plan of Merger

The Plan of Merger pursuant to which the Merging LLC shall be merged with and into the Survivor Company (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by this reference. In accordance with the applicable provisions of the Act, the Merger and the Plan of Merger were approved by: (i) the Merging LLC, (ii) the Survivor Company, and (iii) the Members of the Merging LLC and the Surviving Company by Unanimous Written Consent to Action by each of the Merging Company and the Surviving Company on February 22, 2016, effective February 25, 2016.

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ARTICLE IV

No Changes to Survivor Company's Existing Articles of Organization

The Survivor Company exists before the Merger and is a domestic filing entity. In accordance with the Plan of Merger, the Articles of Organization of the Survivor Company in effect immediately prior to the Effective Time (defined below) shall remain in effect immediately following the Merger.

ARTICLE V

Appraisal Rights

Under the Act, the Survivor Company is required to, and has agreed to, pay any member of the Merging LLC with appraisal rights the amount to which such member is entitled under the Act, if any. The only members of the Merging LLC immediately prior to the Merger are a limited liability limited partnership that is also a member of the Survivor Company and a corporation, and neither member has demanded nor asserted appraisal rights in connection with this Merger.

ARTICLE VI

Effective Time

The Merger and these Articles of Merger shall be effective as of the close of business on February 25, 2016.

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IN WITNESS WHEREOF, these Articles of Merger are dated the 22nd day of February, 2016, effective February 25, 2016.

MERGING LLC:

HEATHERWOOD FLORIDA II, LLC, a Florida limited liability company

By: **Heatherwood Florida Manager II, Inc.**, its Manager

By: 
Mark Koivu, its President and sole director

SURVIVOR COMPANY:

HEATHERWOOD FLORIDA, LLC, a Florida limited liability company

By: **Heatherwood Florida Manager, Inc.**, its Manager

By: 
Mark Koivu, its President and sole director

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EXHIBIT A
PLAN OF MERGER
Merging
HEATHERWOOD FLORIDA II, LLC
With And Into
HEATHERWOOD FLORIDA, LLC

This Plan of Merger (the "Plan of Merger") was adopted and approved by the members and managers of each limited liability company party to the merger, in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act, referred to herein as the "Act"):

ARTICLE 1

The exact name, type of entity and jurisdiction of the merging party is as follows (the "Merging LLC"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Heatherwood Florida II, LLC	Florida	Limited Liability Company (manager managed)

ARTICLE 2

The exact name, type of entity and jurisdiction of the surviving entity is as follows (the "Survivor Company"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Heatherwood Florida, LLC	Florida	Limited Liability Company (manager managed)

ARTICLE 3

3.1 **The Merger.** The Merging LLC shall merge with and into Survivor Company (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging LLC shall cease, and the Survivor Company shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging LLC and the Survivor Company will cause Articles of Merger to be filed with the Florida Department of State in such form as required by, and executed in accordance with, the relevant provisions of the Act. The Merger shall become effective as of February 25, 2016 (the "Effective Time").

3.3 **Additional Action.** The Survivor Company shall, at any time after the Effective

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Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of the Merging LLC or the Survivor Company, in order to vest or to perfect or confirm of record in the Survivor Company the title to any property, rights (including contract rights), privileges, powers, licenses, and franchises of the Merging LLC or the Survivor Company.

ARTICLE 4

4.1 **Relationship of Merging Parties.** The Merging LLC and the Survivor Company are each wholly-owned subsidiaries of Interim of Central Florida, LLC, a Florida limited liability company ("Interim"). Following the Merger, Interim will remain the owner of the Survivor Company.

4.2 **Manner and Basis of Converting Interests Generally.** Since Interim is the owner of the Merging LLC and the Survivor Company, no membership interests of the Merging LLC issued and outstanding immediately prior to the consummation of the Merger (the "Merging LLC Interests") need be converted into membership interests of the Survivor Company in connection with the Merger, and at the Effective Time, all of Merging LLC Interests shall, by virtue of the Merger and without any action on the part of any holder thereof, be surrendered and canceled.

4.3 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any interests of the Merging LLC or the Survivor Company outstanding prior to the Effective Time, no conversion of such rights is necessary.

4.4 **Miscellaneous.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging LLC Interests in connection with the Merger.

(b) From and after the Effective Time, no Merging LLC Interest shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Act. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging LLC Interest will be required; instead, from and after the Effective Time, all Merging LLC Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging LLC shall be closed and no transfer of Merging LLC Interests shall thereafter be made.

ARTICLE 5

5.1 **Rights and Obligations of the Merging LLC.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Act, from and after the Effective Time: (i) the Survivor Company shall possess all rights, privileges and powers of the Merging LLC, (ii) all property and assets of the Merging LLC, including all contract rights,

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shall vest in the Survivor Company without any further act or deed, and (iii) the Survivor Company shall assume and be liable for all liabilities and obligations of the Merging LLC.

5.2 **Survivor Corporation Articles of Organization.** The Articles of Organization of the Survivor Company in effect immediately prior to the Effective Time shall be and remain the Articles of Organization of the Survivor Company immediately following the Merger.

5.3 **Survivor Company Operating Agreement.** The Operating Agreement of the Survivor Company in effect immediately prior to the Effective Time shall be and remain the Operating Agreement of the Survivor Company immediately following the Merger.

5.4 **Merging LLC Organizational Documents.** The Articles of Organization, Operating Agreement and all other organizational documents, agreements and instruments relating to the Merging LLC shall be deemed terminated as of the Effective Time.

ARTICLE 6

6.1 **Amendment.** The Merging LLC and the Survivor Company may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the Members and Managers of the Merging LLC and Survivor Company shall be subject to any restrictions contained in the Act. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and approved by the Members and Managers of the Merging LLC.

6.2 **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 Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging LLC and the Survivor Company) upon mutual written consent of the Merging LLC and the Survivor Company.

6.3 **Member Approval.** The respective obligations of the Merging LLC and the Survivor Company to effect the Merger shall be subject to the Merging LLC and the Survivor Company obtaining the requisite approval of the Members and Manager of the Merging LLC and the Survivor Company, all as required by the Act, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approvals required by the Act, the managers of the Survivor Company and the Merging LLC are hereby authorized and directed to cause Articles of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.