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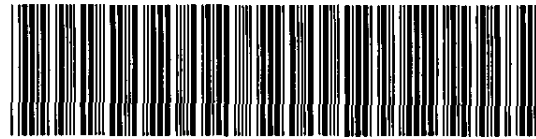
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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T. CLINE

OCT - 1 2012

EXAMINER



CORPORATION SERVICE COMPANY\*

ACCOUNT NO. : I20000000195

REFERENCE : 363434 4312639

AUTHORIZATION :

*[Handwritten signature]*

COST LIMIT : \$ 50.00

ORDER DATE : September 28, 2012

ORDER TIME : 2:35 PM

ORDER NO. : 363434-005

CUSTOMER NO: 4312639

ARTICLES OF MERGER

CONSULATE HEALTH CARE, LLC

INTO

LV CHC HOLDINGS I, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: \_\_\_\_\_

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CERTIFICATE OF MERGER  
OF  
CONSULATE HEALTH CARE, LLC  
INTO  
LV CHC HOLDINGS I, LLC

LO4-59533

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Pursuant to Section 608.4382 of the Florida  
Limited Liability Company Act

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FIRST: The name and jurisdiction of formation or organization and domicile of each of the constituent entities is: Consulate Health Care, LLC, which was formed as and is a Florida limited liability company ("Subsidiary") and LV CHC Holdings I, LLC, which was formed as and is a Delaware limited liability company ("Parent").

SECOND: Parent and Subsidiary have entered into an Agreement and Plan of Merger, dated as of September 28, 2012 (the "Merger Agreement"), a copy of which is attached hereto, providing for the merger of Subsidiary with and into Parent pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 608.438 of the Florida Limited Liability Company Act (the "FLLCA"). The Merger Agreement has been approved, adopted, certified, executed and acknowledged in accordance with Sections 18-204 and 18-209 of the DLLCA in the case of Parent and Sections 608.408, 608.438 and 608.4381 of the FLLCA in the case of Subsidiary.

THIRD: Parent shall be the surviving entity of the merger (the "Surviving Company").

FOURTH: The principal office of the Surviving Company in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, 19801.

FIFTH: The Surviving Company hereby irrevocably appoints the Secretary of State of the State of Florida as its agent for service of process in any proceeding to enforce obligations of Subsidiary, including any appraisal rights of its members under the FLLCA.. A copy of such process shall be mailed by the Secretary of State of the State of Florida to the Surviving Company at 1035 Powers Place, Alpharetta, Georgia 30009.

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SIXTH: The Surviving Company hereby agrees to pay to any members with appraisal rights the amount to which such members are entitled under the FLLCA.

SEVENTH: This Certificate of Merger shall be effective at 12:01 a.m. EDT on October 1, 2012.

*[Signature Page Follows]*

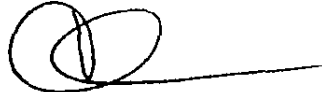
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IN WITNESS WHEREOF, each of Parent and Subsidiary has caused this Certificate of Merger to be executed by its duly authorized officer as of September 28, 2012.

LV CHC HOLDINGS I, LLC



By: \_\_\_\_\_  
Name: Christina Firth  
Title: Manager

CONSULATE HEALTH CARE, LLC

By: LV CHC Holdings I, LLC, its sole member



By: \_\_\_\_\_  
Name: Christina Firth  
Title: Manager

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of September 28, 2012, is entered into by and between LV CHC Holdings I, LLC, a Delaware limited liability company ("Parent"), and Consulate Health Care, LLC, a Florida limited liability company ("CHC"). Parent and CHC are hereinafter sometimes collectively referred to as the "Parties" and each individually as a "Party".

RECITALS:

WHEREAS, the board of managers of Parent, the sole member of Parent and Parent, in its capacity as the sole member of CHC, have (i) approved this Agreement, the Merger (as defined below) and the other transactions contemplated by this Agreement and (ii) approved the execution, delivery and performance of this Agreement by Parent and CHC, respectively, and the consummation of the Merger and the other transactions contemplated by this Agreement; and

WHEREAS, the Parties intend for the Merger to be treated as a distribution in complete liquidation of CHC within the meaning of section 331 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Parent and CHC hereby agree as follows:

Section 1. Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Delaware Limited Liability Company Act (the "DLLCA") and the Florida Limited Liability Company Act (the "FLLCA"), at the Effective Time, CHC shall be merged with and into Parent (the "Merger"). By virtue of the Merger, at the Effective Time, the separate existence of CHC shall cease and Parent shall continue as the surviving company in the Merger (the "Surviving Company").

(b) In order to effect the Merger, certificates of merger that have been duly executed and acknowledged in accordance with, and in such form as required by, the relevant provisions of the DLLCA and the FLLCA, respectively, shall be filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida, respectively, as soon as practicable after the execution and delivery of this Agreement by the Parties. The Merger shall become effective at the date and time set forth in such certificates of merger (the time as of which the Merger becomes effective being referred to as the "Effective Time").

Section 2. Governing Documents. The certificate of formation and the limited liability company agreement of Parent, as in effect immediately prior to the Effective Time, shall be the certificate of formation and limited liability company agreement, respectively, of the Surviving Company until thereafter amended in accordance with the applicable provisions of the DLLCA and such limited liability company agreement.

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Section 3. Officers and Managers. The persons who are officers and managers of Parent immediately prior to the Effective Time shall, after the Effective Time, be the officers and managers of the Surviving Company, until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the limited liability company agreement of the Surviving Company as in effect from time to time.

Section 4. Succession. At the Effective Time:

(a) (i) all the rights, privileges, powers and franchises of each Party, (ii) all assets, property, real, personal and mixed, belonging to each Party; and (iii) all debts due to each Party on whatever account shall succeed to, be vested in and become the property of the Surviving Company without any further act or deed as they were of the respective Parties; and

(b) all debts, liabilities and duties of the respective Parties shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

Section 5. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of CHC such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of CHC, and otherwise to carry out the purposes of this Agreement. The officers and managers of the Surviving Company are fully authorized in the name and on behalf of CHC or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Section 6. Cancellation of CHC Interests; Parent Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, in its capacity as the sole member of CHC, each limited liability company interest of CHC outstanding immediately prior to the Effective Time shall be cancelled. Each limited liability company interest of Parent outstanding immediately prior to the Effective Time shall be a limited liability company interest of the Surviving Company from and after the Effective Time.

Section 7. Waiver of Appraisal Rights and Notice. Parent, in its capacity as sole member of CHC, hereby waives (i) any appraisal rights it may have under the FLLCA to the extent permitted by applicable law and (ii) its right under the FLLCA to written notice of any meeting or other action with respect to the approval of this Agreement and the Merger.

Section 8. Tax Treatment. The Parties shall treat the Merger as a distribution in complete liquidation of CHC within the meaning of section 331 of the Code for U.S. federal tax purposes and applicable state and local tax purposes.

Section 9. Amendment. This Agreement may be amended in writing by the Parties at any time prior to the Effective Time.

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Section 10. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

Section 11. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 12. Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the choice or conflict of law provisions contained therein.

[Signature page immediately follows]

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first written above.

LV CHC HOLDINGS I, LLC

  
By: \_\_\_\_\_

Name: Christina Firth

Title: Manager

CONSULATE HEALTH CARE, LLC

By: LV CHC Holdings I, LLC, its sole member

  
By: \_\_\_\_\_

Name: Christina Firth

Title: Manager

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