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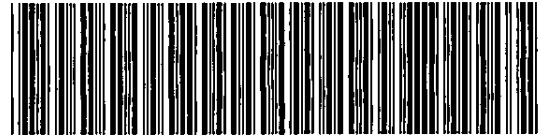
(Business Entity Name)

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13 MAR 13 PM 1:31
FALL HARBOR, FLORIDA

SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 MAR 13 PM 3:38

merger/cc
10 3.13.13

CORP DIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 03/13/2013

REF. #: 001015.182476

CORP. NAME: ISLAND SUPPORTIVE HOUSING, LLC into B & B HOLDINGS INTL, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 103949 FOR \$ 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$**_____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

FLORIDA
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 MAR 13 PM 3:33

CERTIFICATE OF MERGER
FOR ISLAND SUPPORTIVE HOUSING, LLC
AND B & B HOLDINGS INTL, LLC

The following Certificate of Merger is submitted to merge the following B & B Holdings Intl, LLC, a Florida limited liability company in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, entity type, and jurisdiction for the **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Island Supportive Housing, LLC	Florida	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
B & B Holdings Intl, LLC	Florida	Limited Liability Company

THIRD: The attached Plan of Merger was approved by the Managers and Sole Member of B & B Holdings Intl, LLC.

FOURTH: The attached Plan of Merger was approved by the Managers and Sole Member of Island Supportive Housing, LLC.

FIFTH: The merger shall become effective at the time of filing of this Certificate of Merger with the Secretary of State of the State of Florida.

[Signature on following page]

Dated this 21st day of February, 2013.

ISLAND SUPPORTIVE HOUSING, LLC

By: 

Name: Jerrod Menz

Title: Manager, President & CEO

B & B HOLDINGS INTL, LLC

By: 

Name: Jerrod Menz

Title: Manager, President & CEO

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into on February 21, 2013, by and between Island Supportive Housing LLC, a Florida limited liability company ("Island Supportive Housing") and B & B Holdings Intl, LLC, a Florida limited liability company (the "Surviving Corporation").

ARTICLE I THE MERGER

1.1 Manner of Merger. At the Effective Time (as defined herein), Island Supportive Housing shall merge with and into the Surviving Corporation (the "Merger"), the separate existence of Island Supportive Housing shall cease, and the Surviving Corporation shall be the survivor of the Merger and shall continue its existence under the laws of the State of Florida, with the name of "B & B Holdings Intl, LLC." Island Supportive Housing and the Surviving Corporation, the parties to the Merger, are sometimes referred to herein as the "Constituent Companies".

1.2 Time of Merger. As used herein, the term "Effective Time" means the effective time of the Merger, which shall be the time of filing of the Certificate of Merger of the Constituent Companies with the Secretary of State of the State of Florida.

1.3 The Effect of the Merger. From and after the Effective Time:

(a) The Surviving Corporation shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well of a private nature, of each Constituent Company, and all obligations belonging to or due to each Constituent Company, all of which are vested in the Surviving Corporation without further act or deed. Title to any real estate or any interest in the real estate vested in any Constituent Company shall not revert or in any way be impaired by reason of such Merger.

(b) The Surviving Corporation shall be liable for all the obligations of each Constituent Company. Any claim existing or any action or proceeding pending by or against any Constituent Company may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of Island Supportive Housing with respect thereto.

(c) All the rights of creditors of each Constituent Company are preserved unimpaired, and all liens upon the property of either Constituent Company are preserved unimpaired.

1.4 Manner and Basis of Conversion of Ownership Interests. At the Effective Time of the Merger, each membership interest of Island Supportive Housing issued and outstanding immediately prior to the Effective Time of the Merger shall be cancelled; all of the outstanding membership interests of the Surviving Corporation shall remain outstanding as the membership interests of the Surviving Corporation and shall not be affected by the Merger.

1.5 Effect on Articles of Organization, Operating Agreement, Managers and Officers. The Articles of Organization, Operating Agreement, Managers and Officers of the Surviving Corporation immediately prior to the Effective Time of the Merger shall continue to be the Articles of Organization, Operating Agreement, Managers and Officers immediately after the Effective Time of the Merger, until otherwise lawfully changed.

1.6 Further Assurances. Island Supportive Housing hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of Island Supportive Housing acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the managers and officers of Island Supportive Housing immediately prior to the Effective Time are fully authorized in the name of Island Supportive Housing to take any and all such action.

ARTICLE II MISCELLANEOUS TERMS

2.1 Parties; Governing Law. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Agreement shall be construed in accordance with the substantive laws of the State of Florida, without giving effect to its choice of law provisions.

2.2 Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party hereto.

2.3 Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all other representations, agreements and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.


2.4 Modification, Amendment, Etc. Each and every modification and amendment of this Agreement must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty or other provision of this Agreement must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

The parties have executed this Agreement and Plan of Merger on the first date written above.

ISLAND SUPPORTIVE HOUSING LLC

By: 
Name:
Title: CEO

B & B HOLDINGS INFL, LLC

By: 
Name: Michael Conroy
Title: Chairman