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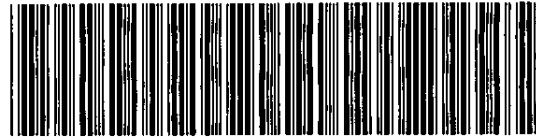
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Jan 1, 2016

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger CC

DEC 7 2015

I ALBRITTON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 896161 5011226

AUTHORIZATION :

COST LIMIT : \$105.00

ORDER DATE : December 4, 2015

ORDER TIME : 12:20 PM

ORDER NO. : 896161-010

CUSTOMER NO: 5011226

ARTICLES OF MERGER

INTERIM HEALTHCARE OF LECANTO,
LLC; INTERIM HEALTHCARE OF
OCALA, LLC

INTO

INTERIM HEALTHCARE OF
LEESBURG, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS:

10

EFFECTIVE DATE

Jan 1, 2016

FILED
2015 DEC -4 AM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merging
INTERIM HEALTHCARE OF LECANTO, LLC
AND
INTERIM HEALTHCARE OF OCALA, LLC
With And Into
INTERIM HEALTHCARE OF LEESBURG, LLC

These Articles of Merger ("Articles of Merger") are submitted in order to merge Interim Healthcare of Lecanto, LLC, Florida limited liability company, and Interim Healthcare of Ocala, LLC, a Florida limited liability company, with and into Interim Healthcare of Leesburg, 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 names, types of entities, and jurisdictions for the merging parties (the "Merging LLCs") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Interim Healthcare of Lecanto, LLC	Florida	Limited Liability Company (manager managed)
Interim Healthcare of Ocala, 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>
Interim Healthcare of Leesburg, LLC	Florida	Limited Liability Company (manager managed)

ARTICLE III
Approval and Plan of Merger

The Plan of Merger pursuant to which the Merging LLCs 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) each of the Merging LLCs, (ii) the Survivor Company, and (iii) the sole member of each of the Merging LLCs and the Surviving Company.

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 LLCs with appraisal rights the amount to which such member is entitled under the Act, if any. The only member of the Merging LLCs immediately prior to the Merger is a limited liability company that is also the sole member of the Survivor Company, and such member has neither demanded nor asserted appraisal rights in connection with this Merger.

ARTICLE VI

Effective Time

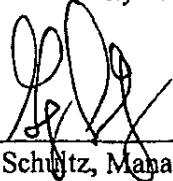
The Merger and these Articles of Merger shall be effective as of the close of business on January 1, 2016.

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IN WITNESS WHEREOF, these Articles of Merger are dated the 4 day of December, 2015.

SURVIVOR COMPANY:

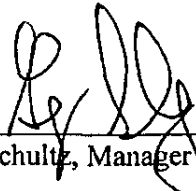
INTERIM HEALTHCARE OF LEESBURG, LLC,
a Florida limited liability company

By: 

Gregory Schultz, Manager

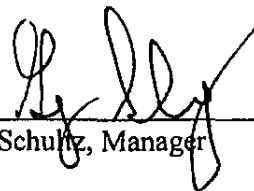
MERGING LLCS:

INTERIM HEALTHCARE OF LECANTO, LLC,
a Florida limited liability company

By: 

Gregory Schultz, Manager

INTERIM HEALTHCARE OF OCALA, LLC,
a Florida limited liability company

By: 

Gregory Schultz, Manager

EXHIBIT A
PLAN OF MERGER
Merging
INTERIM HEALTHCARE OF LECANTO, LLC
AND
INTERIM HEALTHCARE OF OCALA, LLC
With And Into
INTERIM HEALTHCARE OF LEESBURG, LLC

This Plan of Merger (the "Plan of Merger") was adopted and approved by the sole member and the Board of 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 LLCs"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Interim Healthcare of Lecanto, LLC	Florida	Limited Liability Company (manager managed)
Interim Healthcare of Ocala, 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>
Interim Healthcare of Leesburg, LLC	Florida	Limited Liability Company (manager managed)

ARTICLE 3

3.1 **The Merger.** The Merging LLCs 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 LLCs 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 LLCs 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 January 1, 2016 (the "Effective Time").

3.3 **Additional Action.** The Survivor Company shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of the Merging LLCs 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 LLCs or the Survivor Company.

ARTICLE 4

4.1 **Relationship of Merging Parties.** The Merging LLCs 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 each of the Merging LLCs and the Survivor Company, no membership interests of the Merging LLCs 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 LLCs 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 LLCs.** 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 LLCs, (ii) all property and assets of the Merging LLCs, including all contract rights, 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 LLCs.

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 LLCs shall be deemed terminated as of the Effective Time.

ARTICLE 6

6.1 **Amendment.** The Merging LLCs 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 member and Board of Managers of the Merging LLCs 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 member and Board of Managers of the Merging LLCs.

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 LLCs and the Survivor Company) upon mutual written consent of the Merging **LLCs** and the Survivor Company.

6.3 **Member Approval.** The respective obligations of the Merging LLCs and the Survivor Company to effect the Merger shall be subject to the Merging LLCs and the Survivor Company obtaining the requisite approval of the member and the Board of Managers of the Merging LLCs 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 LLCs 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.