

**I ALBRITTON**

Wenger CC

## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

NONPROFIT HOUSING PRESERVATION

II, LLC

Signature \_\_\_\_\_

Requested by: SN

12/29/15

Name \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Walk-In \_\_\_\_\_

Will Pick Up \_\_\_\_\_

\_\_\_\_ Art of Inc. File \_\_\_\_\_  
\_\_\_\_ LTD Partnership File \_\_\_\_\_  
\_\_\_\_ Foreign Corp. File \_\_\_\_\_  
\_\_\_\_ L.C. File \_\_\_\_\_  
\_\_\_\_ Fictitious Name File \_\_\_\_\_  
\_\_\_\_ Trade/Service Mark \_\_\_\_\_  
\_\_\_\_ ✓ Merger File \_\_\_\_\_  
\_\_\_\_ Art. of Amend. File \_\_\_\_\_  
\_\_\_\_ RA Resignation \_\_\_\_\_  
\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_  
\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_  
\_\_\_\_ ✓ Cert. Copy \_\_\_\_\_  
\_\_\_\_ Photo Copy \_\_\_\_\_  
\_\_\_\_ Certificate of Good Standing \_\_\_\_\_  
\_\_\_\_ Certificate of Status \_\_\_\_\_  
\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_  
\_\_\_\_ Corp Record Search \_\_\_\_\_  
\_\_\_\_ Officer Search \_\_\_\_\_  
\_\_\_\_ Fictitious Search \_\_\_\_\_  
\_\_\_\_ Fictitious Owner Search \_\_\_\_\_  
\_\_\_\_ Vehicle Search \_\_\_\_\_  
\_\_\_\_ Driving Record \_\_\_\_\_  
\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_  
\_\_\_\_ UCC 11 Search \_\_\_\_\_  
\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_  
\_\_\_\_ Courier \_\_\_\_\_

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Nonprofit Housing Preservation II, LLC (document L14000175434)  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

**Frank R Brady, Esq.**

Contact Person

**Brady & Brady, P.A.**

Firm/Company

**1200 N Federal Hwy, Suite 200**

Address

**Boca Raton, FL 33432**

City, State and Zip Code

**frank@bradylawfirm.biz**

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

**Frank R Brady**

(Name of Contact Person)

at ( **561** ) **338-9256**

(Area Code and Daytime Telephone Number)

☒ Certified copy (optional) \$52.50

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 30, 2015

CAPITAL CONNECTION, INC  
417 E. VIRGINIA STREET  
STE. 1  
TALLAHASSEE, FL 32301

SUBJECT: NONPROFIT HOUSING PRESERVATION V, LLC  
Ref. Number: L15000196535

We have received your document for NONPROFIT HOUSING PRESERVATION V, LLC. However, the document has not been filed and is being returned for the following:

The fee to file is \$52.50 for each party and the certified copy is \$52.50, totaling \$157.50

There is a balance due of \$52.50.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton  
Regulatory Specialist II

Letter Number: 015A00027114

RECEIVED  
15 DEC 30 PM 4:16  
SUFFICIENCY OF FILING

**Certificate of Merger**  
**For**  
**Florida Limited Partnership or Limited Liability Limited Partnership**

**FILED**

2015 DEC 30 AM 10:37

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted in accordance with s. 620.2108, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Nonprofit Housing Preservation II, LLC	FL	Limited liability Company
Reliance Gulfstream Associates, Ltd.	FL	Limited Partnership

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Nonprofit Housing Preservation II, LLC	FL	Limited liability Company

**THIRD:** The date the merger is effective under the governing laws of the surviving party is: filing date.

**(NOTE:** If survivor is a Florida limited partnership or limited liability limited partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida limited partnership or limited liability limited partnership, effective date shall be as provided in survivor's governing statute.)

**FOURTH:** The merger was approved by each party as required by its governing law.

**FIFTH:** If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.2109(2), F.S., are as follows:

Street address:

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Mailing address:

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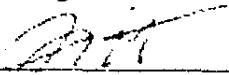

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**SIXTH:** Other provisions, if any, relating to the merger:

See attached Plan of Merger

**SEVENTH:** Signature(s) for Each Party:

(Merger must be signed by all general partners of Florida limited partnerships or limited liability limited partnerships and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Nonprofit Housing Preservation II, LLC		John Corbett, manager
Reliance Gulfstream Associates, Ltd.		Hugh Jacobs, VP

**Fees:** Filing Fees: \$52.50 Per Party  
Certified Copy: \$52.50 (Optional)  
Certificate of Status: \$8.75 (Optional)

## PLAN OF MERGER

This Plan of Merger between Nonprofit Housing Preservation II, LLC, a Florida limited liability company ("NHP II") and Reliance Gulfstream Associates, Ltd., a Florida Limited Partnership ("Gulfstream") dated as of December 28<sup>th</sup>, 2015 wherein NHP II is intended to be the surviving business entity, Gulfstream is intended to be absorbed by and merged into NHP II and the separate existence of Gulfstream ceases.

### **Witnesseth:**

**Whereas**, Gulfstream is a Florida limited partnership organized and existing under the laws of the State of Florida with its principal location is 10 NW 10<sup>th</sup> Court, Dania Beach, Florida and whose document number assigned by the Florida Division of Corporations is N98000000179. It's registered office is c/o The Partnership, Inc., 2001 West Blue Heron Blvd., Riviera Beach, FL 33404; and

**Whereas**, the managers of NHP II have considered the merger with Gulfstream and have determined that it is in the best business interests of NHP II and its managers that Gulfstream be absorbed by and merged into NHP II pursuant to §§ 605.1021(3), 605.1022-605.1026 and 620.2106, Florida Statutes, such that the surviving entity is a nonprofit limited liability company (as NHP II is already a nonprofit LLC); and

**Whereas**, the General Partner and owner of all limited partnership interests of Gulfstream have considered the proposed merger with NHP II;

NOW, THEREFORE, in consideration of the exchange of certificates representing ownership of NHP II for all general partner interests and all limited partnership interests of Gulfstream at the rate of one for one, the mutual covenants herein contained and other valuable consideration, a merger and share exchange shall take place in accordance with the following provisions:

**FIRST**: The exact name and jurisdiction of each **merging** party are as follows:

**Name**: Gulfstream Associates, Ltd.                      **Jurisdiction**: Florida

**Name**: Nonprofit Housing Preservation II      **Jurisdiction**: Florida  
LLC

**SECOND**: The exact name and jurisdiction of each **surviving** party are as follows:

**Name**: Nonprofit Housing Preservation II,      **Jurisdiction**: Florida  
LLC



**THIRD:** The terms and conditions of the merger are as follows:

§1. *Merger and Share Exchange.* Gulfstream's limited partner, NHP II, currently owns all issued and outstanding certificates of limited partnership equity of Gulfstream and shall acquire all issued and outstanding certificates of general partner equity of NHP II. All equity in NHP II is equity currently owned by The Partnership, Inc. Gulfstream shall be absorbed by and merge into NHP II, which shall be the surviving business entity, upon completion of the merger and share exchange.

§2. *Terms and Conditions.* On the effective date of the merger, the separate existence of Gulfstream shall cease whereby title to all real and personal property of Gulfstream shall be vested in NHP II, without reservation or impairment of the business or operations of Gulfstream. On the effective date of the merger, NHP II shall be the surviving entity, succeed to all rights, privileges, immunities and franchises of Gulfstream, succeed to the ownership of all real and personal property of Gulfstream and shall succeed to, and be obligated to repay, all debts and liabilities of Gulfstream, without the need for any separate transfer of the debts or liabilities, all as prescribed by Fla.Stat. § 620.2109. NHP II shall then be responsible and liable for all liabilities and obligations of Gulfstream and neither the rights of creditors, nor any liens on the property of Gulfstream, shall be impaired by the merger. Gulfstream and NHP II shall assist and cooperate with one another to take all actions necessary under the laws of Florida to notify the regulatory authorities of the merger and share exchange and otherwise as is necessary to effectuate the merger.

§3. *Conversion of Shares.* The manner and basis of converting the certificates of ownership of Gulfstream into certificates of ownership of NHP II is as follows:

The registered owner of all limited partner equity is NHP II. The registered owner of all general partner equity of Gulfstream as of December 31, 2015 (the "Record Date") will surrender its equity interests to NHP II and will be the sole member of and own one hundred percent (100%) of the equity in NHP II. In no event shall any cash or other property be paid to the owners of Gulfstream's general partner equity interests.

§4. *No Changes in the Articles of Incorporation.* The Articles of Organization of the surviving entity, NHP II, shall continue to be its Articles of Organization following the effective date of the merger. Thereafter, the sole member of NHP II shall have full power and unrestricted authority to modify such Articles of Organization at any time.

§5. *Operating Agreement of NHP II.* The operating agreement of NHP II in effect immediately prior to the effective date of the merger shall continue to be the surviving entity's operating agreement following the effective date of the merger and share exchange.

§6. *Directors, Officers and Managers.* On the effective date of the merger, the manager of NHP II shall be John Corbett, and Hugh Jacobs shall hold the office of vice president of NHP II.

§7. *Prohibited Transactions.* Neither of the constituent entities shall, prior to the effective date of the merger, engage in any activity or transaction in the ordinary course of business, except for (a) consummation of that certain Purchase and Sale Agreement with the for profit limited partners of Gulfstream under which NHP acquires all existing and outstanding limited partnership interests in Gulfstream, and (b) all actions necessary or convenient under the laws of the State of Florida to consummate the merger provided for under this Agreement.

Further, as the surviving business entity is a nonprofit LLC, its articles of formation and this merger require that no part of the net earnings of the surviving business entity will inure to the benefit of, or be distributable to any person, except that the Surviving business entity will be authorized and empowered (a) to pay reasonable compensation to a person or entity for services rendered to it, (b) to make distributions in furtherance of the purposes of the Surviving business entity to its sole member, which is an organization that is exempt from federal income tax under Code Section 501(c)(3), and (c) to contract with other organizations to acquire, develop, build and maintain for its own account, or finance such acquisition, development or building, housing that meets the safe harbor guidelines of Rev.Proc. 96-32, any such contract(s) will be negotiated at arm's length and the Surviving business entity will determine that it is paying no more than fair market by obtaining an independent appraisal from a licensed real estate appraiser with experience in housing that meets such safe harbor guidelines. No substantial part of the activities of the Surviving business entity will be the carrying on of propaganda or otherwise the attempting to influence legislation, and the Surviving business entity will not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Articles of Organization, the Surviving business entity will not carry on any other activities not permitted to be carried on (a) by an organization that is exempt from federal income tax under Code Section 501(c)(3), or (b) by an organization, contributions to which are deductible under Code Section 170(c)(2) (or the corresponding provisions of any subsequent law).

§8. *Approval by all Partners and Members.* This plan of merger has been submitted to all general and limited partners of Gulfstream for their approval in the manner provided chapter 620, Florida Statutes and to the sole member of NHP II for approval in the manner provided by the provisions of sections 605.1021 thru 605.1026, Florida Statutes. The affirmative vote of the registered owners of all general and limited partners of Gulfstream and of the sole member of NHP II have been cast in favor of the plan of merger on or before the effective date of this Agreement.

§9. *Effective Date of Merger.* The effective date of this merger shall be the date when the articles of merger are filed with the Division of Corporations of the State of Florida

or the date when articles of merger.

**FOURTH:** The manner and basis of converting the ownership interests of each merged party into the ownership interests of the survivor business entity are set forth in § 3 of article **THIRD** above.

There are no rights to acquire interests, shares or other securities of either constituent business entity, in whole or in part.

**FIFTH** neither a partnership, nor a limited partnership, is the surviving entity.

**SIXTH:** The surviving business entity is to be a limited liability company and is to be managed by one or more managers. The name and address of the manager is John Corbett, c/o The Partnership, Inc., 2001 W. Blue Heron Blvd., Riviera Beach, FL 33404.


**SEVENTH** there are no jurisdictions under which each party to the merger are organized other than the State of Florida.

**EIGHTH:** All other provisions for the plan of merger are contained in article **THIRD** above.

**IN WITNESS WHEREOF**, the undersigned officers of the constituent business entities have executed this Plan of Merger in the name and on behalf of NHP II and Gulfstream, respectively, this 28<sup>th</sup> day of December, 2015.

Reliance Gulfstream Associates, Ltd.  
By NHP II, its general partner

NONPROFIT HOUSING PRESERVATION II, LLC

By:   
Hugh Jacobs, vice president

By:   
John Corbett, manager