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(City/State/Zip/Phone #)

☐ PICK-UP    ☐ WAIT    ☐ MAIL

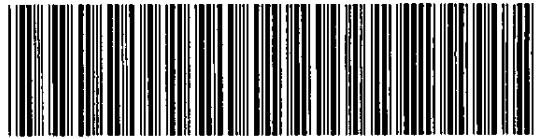
\_\_\_\_\_  
(Business Entity Name)

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(Document Number)

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

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OCT 02 2015

C McNAIR

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

15 OCT -1 AM 8:02  
FILED

ACCOUNT NO. : I20000000195

REFERENCE : 812086 4369782

AUTHORIZATION

COST LIMIT : \$ 85.00

ORDER DATE : September 30, 2015

ORDER TIME : 4:01 PM

ORDER NO. : 812086-010

CUSTOMER NO: 4369782

ARTICLES OF MERGER

LANDMARK HOLDINGS OF MISSOURI,  
LLC

INTO

LANDMARK HOLDINGS OF FLORIDA,  
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ GOOD STANDING

CONTACT PERSON: Courtney Williams

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

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Landmark Holdings of Florida, LLC

\_\_\_\_\_  
Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Christine Shumaker, Paralegal

\_\_\_\_\_  
Contact Person

Herzog Crebs LLP

\_\_\_\_\_  
Firm/Company

100 North Broadway 14th Fl.

\_\_\_\_\_  
Address

St. Louis, MO 63102

\_\_\_\_\_  
City, State and Zip Code

crs@herzogcrebs.com

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

For further information concerning this matter, please call:

Christine Shumaker, Paralegal

at ( 314 )

231-6700

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Daytime Telephone Number

☐ Certified copy (optional) \$30.00

**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

CR2E080 (2/14)

15 OCT -1 AM 8:02

**Articles of Merger  
For  
Florida Limited Liability Company**

15 OCT - 1 AM 8:00  
FILED

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Landmark Holdings of Missouri, LLC	Missouri	limited liability company

**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>
Landmark Holdings of Florida, LLC	Florida	limited liability company

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

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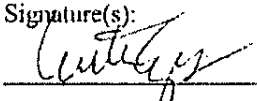
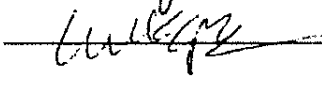
**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Date of filing

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Landmark Holdings of Missouri, LLC		William K. Kapp, III, Manager
Landmark Holdings of Florida, LLC		William K. Kapp, III, Manager

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<b>Fees:</b>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b>Certified Copy (optional):</b>	\$30.00

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 1st day of October, 2015, by and among LANDMARK HOLDINGS OF FLORIDA, LLC, a limited liability company organized and existing under the laws of the State of Florida, having an office at 3255 Independence St., Cape Girardeau, MO 63701 (the "Surviving LLC"), and LANDMARK HOLDINGS OF MISSOURI, LLC, a limited liability company organized and existing under the laws of the State of Missouri having an office at 3255 Independence St., Cape Girardeau, MO 63701 (the "Merging LLC").

WHEREAS, the Members of the Surviving LLC and the Members of the Merging LLC have deemed it advisable and to the advantage of the parties that the Merging LLC merge into the Surviving LLC upon the terms and conditions herein provided; and

WHEREAS, the respective Members of the Surviving LLC and the Merging LLC have approved this Agreement and Plan of Merger in accordance with the Missouri Limited Liability Company Act and the Florida Limited Liability Company Act.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Surviving LLC and the Merging LLC hereby agree to merge in accordance with the following plan:

1. **Merger.** The Merging LLC shall be merged with and into the Surviving LLC, and the Surviving LLC shall survive the merger, all as, and with the effect, provided by the Missouri Limited Liability Company Act, the Florida Revised Limited Liability Company Act and this Agreement. As soon as practicable after the execution of this Agreement, an appropriate Notice of Merger shall be signed and delivered for filing with the Missouri Secretary of State and the appropriate Certificate of Merger shall be signed and delivered for filing with the Florida Secretary of State. This Agreement shall become effective for purposes of all applicable laws at 5:00 p.m. on the date that the Certificate of Merger is filed with the Florida Secretary of State (hereinafter referred to as the "Effective Time").

2. **Managers and Governing Documents.** The Manager and Member of the Surviving LLC shall be the same upon the Effective Time as they are for the Surviving LLC immediately prior thereto. The Articles of Organization of the Surviving LLC shall continue to be the Articles of Organization of the Surviving LLC without change or amendment until further amended in accordance with the provisions of said Articles of Organization and the Florida Revised Limited Liability Company Act. The Operating Agreement of the Surviving LLC, as in effect at the Effective Time, shall continue to be the Operating Agreement of the Surviving LLC as the Surviving LLC without change or amendment until further amended in accordance with the provisions thereof and the Florida Revised Limited Liability Company Act.

3. **Rights and Liabilities of Merging LLC.** At and after the Effective Time, the Surviving LLC shall possess and be entitled to: (i) all of the rights, privileges and interests of each and every kind and nature of the Merging LLC; (ii) any and all assets, real property, intangible and tangible personal property of the Merging LLC; (iii) any and all debts and obligations due the Merging LLC on whatever account; and (iv) any and all other choses in action (the "Merged Assets"). All of the Merged Assets of the Merging LLC shall be transferred to and vested in the Surviving LLC automatically at the Effective Time without further

act or deed; and the title to any real estate, or any interest therein, vested in any of such entities shall not prevent or be in any way impaired by reason of the merger.

4. **Further Assurances.** From time to time, as and when required by the Surviving LLC, there shall be executed and delivered by or on behalf of the Merging LLC such deeds and other agreements, documents and instruments, and there shall be taken or caused to be taken by or on behalf of the Merging LLC all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving LLC the title to and possession of the Merged Assets and the rights, powers, privileges, assets, real and personal property and authority of the Merging LLC and otherwise to carry out the purposes of this Agreement. By execution of this Agreement, the Manager of the Surviving LLC is fully authorized in the name and on behalf of the Merging LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds, agreements, documents and other instruments.

5. **Membership Interests in the Merging LLC.** Upon the Effective Time, by virtue of this Agreement, each membership and economic interest in the Merging LLC held as of record immediately prior thereto shall be changed and converted into an equivalent membership and economic interest in the Surviving LLC automatically and without any action on the part of the holder thereof.

6. **Membership Interests in the Surviving LLC.** Upon the Effective Time, by virtue of this Agreement and Plan of Merger, each membership and economic interest in the Surviving LLC outstanding immediately prior thereto shall retain the status of a membership or economic interest in the Surviving LLC.

7. **Obligations of the Merging LLC.** As of the Effective Time, the Surviving LLC shall assume and be bound by and perform all obligations of the Merging LLC in effect as of such time.

8. **Accounting Entries.** As of the Effective Time, the assets, liabilities and capital accounts of each of the Merging LLC immediately prior to the Effective Time shall be recorded on the books of the Surviving LLC at the same amounts at which they were carried on the books of the Merging LLC immediately prior to the Effective Time.

9. **Appointment of Agent.** The Surviving LLC hereby consents to service of process in the State of Missouri in any action or special proceeding for the enforcement of any liability or obligation of the Merging LLC, and hereby irrevocably appoints the Missouri Secretary of State of such jurisdiction as the Surviving LLC's agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation. The address to which a copy of such process shall be mailed by the Secretary of State of Missouri is c/o A Fuller Glaser, Jr. Esq. 222 Litchford Ct. St. Louis MO 63131-8157.

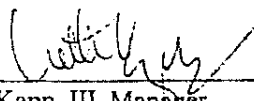
10. **Amendment.** This Agreement may be amended only in a written agreement signed by both the Surviving LLC and the Merging LLC.

11. **Counterparts.** In order to facilitate the execution of this Agreement and the filing of any and all necessary certificates documenting the transactions contemplated by this Agreement, this Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same Agreement.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority granted by the Members of each of the Merging LLC and the Surviving LLC has caused this Agreement and Plan of Merger to be executed by its Manager, as of the date first above written.

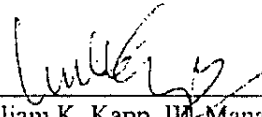
**Merging LLC:**

LANDMARK HOLDINGS OF MISSOURI, LLC,  
A Missouri limited liability company

By:   
William K. Kapp, III, Manager

**Surviving LLC:**

LANDMARK HOLDINGS OF FLORIDA,  
LLC, a Florida limited liability company

By:   
William K. Kapp, III, Manager