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(Requestor's Name)

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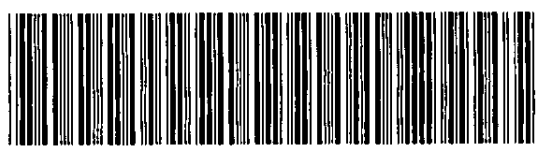
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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merger

RECEIVED
15 OCT - 1 AM 10:50
TO ADDRESS OFFICE
SUFFICIENT FILING

FILED
2015 OCT - 1 AM 10:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OCT 02 2015
A RAMSEY

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

ACCOUNT NO. : I20000000195

REFERENCE : 812086 4369782

AUTHORIZATION

COST LIMIT : \$ 85.00

ORDER DATE : September 30, 2015

ORDER TIME : 3:59 PM

ORDER NO. : 812086-005

CUSTOMER NO: 4369782

ARTICLES OF MERGER

LANDMARK MANAGEMENT SERVICES,
LLC

INTO

LANDMARK MANAGEMENT SERVICES
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 Management Services 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)

Articles of Merger
For
Florida Limited Liability Company

FILED
2015 OCT -1 AM 10:55

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 Management Services, 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 Management Services 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:

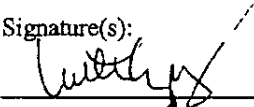
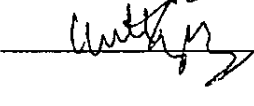
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

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 Management Services, LLC		William K. Kapp, III, Manager
Landmark Management Services 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

Fees:	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	Certified Copy (optional):	\$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 MANAGEMENT SERVICES 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 MANAGEMENT SERVICES, 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 Member of the Surviving LLC and the Member 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, personal property; (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 63141-8157.

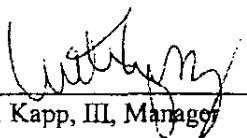
10. **Amendment.** This Agreement may be amended only in a written agreement signed by both the Surviving LLC and the Merging LLC.

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.

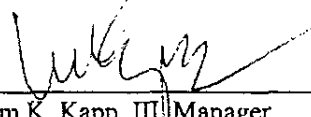
Merging LLC:

LANDMARK MANAGEMENT SERVICES, LLC,
A Missouri limited liability company

By: 
William K. Kapp, III, Manager

Surviving LLC:

LANDMARK MANAGEMENT SERVICES
OF FLORIDA, LLC, a Florida limited
liability company

By: 
William K. Kapp, III, Manager