

L15000190535

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

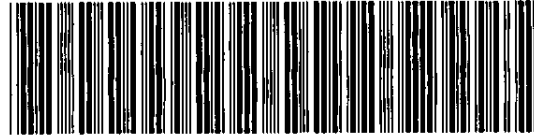
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/29/15--01021--011 **105.00

FILED
RECEIVED
DEPARTMENT OF STATE
2015 DEC 30 AM 10:30
15 DEC 29 PM 12:03
TALLAHASSEE, FLORIDA

merger/cc

DEC 31 2015

I ALBRITTON



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 II, LLC
Ref. Number: L14000175434

We have received your document for NONPROFIT HOUSING PRESERVATION II, 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: 415A00027117

RECEIVED
15 DEC 30 PM 4:16
TO AGENCY
SUFFICIENCY OF FILINGS

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

V, 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 V, LLC (doc #L15000196535)

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

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

FILED
2015 DEC 30 AM 10:30
CLERK OF DISTRICT COURT
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 V, LLC	Florida	LLC
Lewis Place Associates, Ltd.		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 V, LLC	Florida	LLC

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:

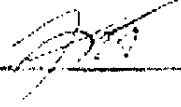
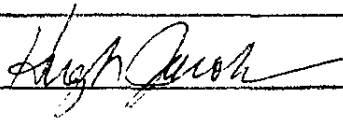
Mailing address:

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 V. LLC		John Corbett, manager
The Partnership, Inc.		Hugh Jacobs, VP & COO

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 V, LLC, a Florida limited liability company ("NHP V") and Lewis Place Associates, Ltd., a Florida limited partnership ("Lewis Place") dated as of December 23rd, 2015 wherein NHP V is intended to be the surviving business entity, Lewis Place is intended to be absorbed by and merged into NHP V and the separate existence of Lewis Place ceases.

Witnesseth:

Whereas, Lewis Place is a Florida limited partnership organized and existing under the laws of the State of Florida with its principal location is 4121 NE 15th Street, Gainesville, FL 32609 and whose registered office is c/o The Partnership, Inc., 2001 West Blue Heron Blvd., Riviera Beach, FL 33404I; and

Whereas, the managers of NHP V have considered the merger with Lewis Place and have determined that it is in the best business interests of NHP V and its managers that Lewis Place be absorbed by and merged into NHP V 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 V is already a nonprofit LLC); and

Whereas, the General Partner and owner of all limited partnership interests of Lewis Place have considered the proposed merger with NHP V;

NOW, THEREFORE, in consideration of the exchange of certificates representing ownership of NHP V for all general partner interests and all limited partnership interests of Lewis Place 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: Lewis Place Associates, Ltd. Jurisdiction: Florida

Name: Nonprofit Housing Preservation V, Jurisdiction: Florida
LLC

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

Name: Nonprofit Housing Preservation V, Jurisdiction: Florida
LLC

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

§1. *Merger and Share Exchange.* Lewis Place's limited partner, NHP V, currently owns all issued and outstanding certificates of limited partnership equity of Lewis Place and shall acquire all issued and outstanding certificates of general partner equity of NHP V. All equity in NHP V is equity currently owned by The Partnership, Inc. Lewis Place shall be absorbed by and merge into NHP V, 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 Lewis Place shall cease whereby title to all real and personal property of Lewis Place shall be vested in NHP V, without reservation or impairment of the business or operations of Lewis Place. On the effective date of the merger, NHP V shall be the surviving entity, succeed to all rights, privileges, immunities and franchises of Lewis Place, succeed to the ownership of all real and personal property of Lewis Place and shall succeed to, and be obligated to repay, all debts and liabilities of Lewis Place, without the need for any separate transfer of the debts or liabilities, all as prescribed by Fla.Stat. § 620.2109. NHP V shall then be responsible and liable for all liabilities and obligations of Lewis Place and neither the rights of creditors, nor any liens on the property of Lewis Place, shall be impaired by the merger. Lewis Place and NHP V 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 Lewis Place into certificates of ownership of NHP V is as follows:

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

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

§5. *Operating Agreement of NHP V.* The operating agreement of NHP V 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 V shall be John Corbett and Hugh Jacobs shall hold the office of vice president of NHP V.

§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 Lewis Place under which NHP acquires all existing and outstanding limited partnership interests in Lewis Place, 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 Lewis Place for the approval in the manner provided chapter 620, Florida Statutes and to the sole member of NHP V 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 Lewis Place and of the sole member of NHP V have been cast in favor of the plan of merger on or before the effective date of this Agreement.

§9. *Effective Date of Merger and Share Exchange.* The effective date of this merger and share exchange 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 V and Lewis Place, respectively, this 23 day of December, 2015.

Lewis Place Associates, Ltd.

NONPROFIT HOUSING PRESERVATION V, LLC

By The Partnership, Inc.
its general partner

By: Hugh Jacobs
Hugh Jacobs, vice president

By: John Corbett
John Corbett, manager