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(Requestor's Name)

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PICK-UP WAIT MAIL

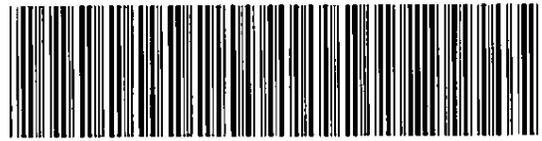
(Business Entity Name)

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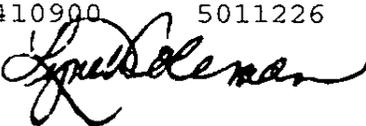
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

af 1/26/2023

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

ACCOUNT NO. : I20000000195
REFERENCE : 410900 5011226
AUTHORIZATION : 
COST LIMIT : \$ 110.00

ORDER DATE : January 25, 2023
ORDER TIME : 2:29 PM
ORDER NO. : 410900-005
CUSTOMER NO: 5011226

ARTICLES OF MERGER

FORT MYERS FL PROPCO LLC

INTO

FORT MYERS FL ICF OPCO LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY- 2 CC NEEDED, EXTRA FILING ATTACHED
_____ PLAIN STAMPED COPY

CONTACT PERSON: Alexxis Weiland

EXAMINER'S INITIALS: _____

FILED

2023 JAN 25 PM 12:04

SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLES OF MERGER
Merging
FORT MYERS FL PROPCO LLC
With And Into
FORT MYERS FL ICF OPCO LLC

These Articles of Merger ("Articles of Merger") are submitted to effect and consummate the merger of FORT MYERS FL PROPCO LLC, Florida limited liability company, with and into FT MYERS FL ICF OPCO LLC, a Florida limited liability company (the "Merger"), in accordance with Chapter 605, Florida Statutes, Florida Revised Limited Liability Company Act (referred to herein as the "Act"):

ARTICLE I
Merging LLC

The exact name, type of entity, and jurisdiction for the **merging** party (the "Merging LLC") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
FORT MYERS FL PROPCO LLC	Florida	Limited Liability Company

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>
FORT MYERS FL ICF OPCO LLC	Florida	Limited Liability Company

ARTICLE III
Approval and Plan of Merger

The Plan of Merger setting forth the terms pursuant to which the Merging LLC 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) the Merging LLC, (ii) the Survivor Company, and (iii) the sole member / owner of each of the Merging LLC 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 (as 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 LLC with appraisal rights the amount to which such member is entitled under the Act, if any. The only member/owner of the Merging LLC immediately prior to the Merger is a limited liability company that is also the sole member/owner of the Survivor Company, and such member/owner 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 31, 2023 (the "Effective Time").

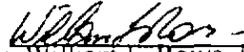
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IN WITNESS WHEREOF, these Articles of Merger are dated this 25th day of January, 2023.

SURVIVOR COMPANY:

FORT MYERS FL ICF OPCO LLC, a Florida limited liability company

By: **GARDEN HEALTH & SUPPORT SERVICES, INC.**, a Florida not for profit corporation, its sole Member

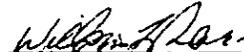
By: 
Name: William F. Rowe, III

Title: Vice President

MERGING LLC:

FORT MYERS FL PROPCO LLC, a Florida limited liability company

By: **GARDEN HEALTH & SUPPORT SERVICES, INC.**, a Florida not for profit corporation, its sole Member

By: 
Name: William F. Rowe, III

Title: Vice President

EXHIBIT A

PLAN OF MERGER
Merging
FORT MYERS FL PROPCO LLC
With And Into
FORT MYERS FL ICF OPCO LLC

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
FORT MYERS FL PROPCO LLC	Florida	Limited Liability Company

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>
FORT MYERS FL ICF OPCO LLC	Florida	Limited Liability Company

ARTICLE 3

3.1 **The Merger**. The Merging LLC 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 LLC 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 LLC 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 the close of business on January 31, 2023 (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 without limitation, executing and delivering any document, in the name and on behalf of the Merging LLC 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, immunities, powers, licenses, and purposes of the Merging LLC or the Survivor Company.

ARTICLE 4

4.1 **Relationship of Merging Parties.** Immediately prior to the Merger, Garden Health & Support Services, Inc., a Florida not for profit corporation (“Garden Health”) is the sole member and owner of each of the Merging LLC and the Survivor Company. Following the Merger, Garden Health will remain the sole member and owner of the Survivor Company.

4.2 **Manner and Basis of Converting Interests Generally.** Since Garden Health is the sole member and owner of each of the Merging LLC and the Survivor Company, no membership interests of the Merging LLC issued and outstanding immediately prior to the consummation of the Merger (the “Merging LLC Interests”) need be converted into additional 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 are no rights to acquire any interests of the Merging LLC 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 any holder 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 LLC.** 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) all of the rights, privileges, immunities, powers, and purposes of the Merging LLC vest in the Survivor Company, (ii) all property of the Merging LLC, whether real or personal, tangible or intangible, and including all contract rights, vest in the Survivor Company without transfer, reversion, or impairment, and without any further act or deed, and (iii) all debts, obligations, and other liabilities of the Merging LLC are debts, obligations, and other liabilities of the Survivor Company, with the Survivor Company obligated to perform, pay and/or otherwise satisfy such debts, obligations and other liabilities as and to the same extent as the Merging LLC was so obligated.

5.2 **Survivor Company 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 LLC shall be deemed terminated as of the Effective Time.

5.5 **Governance of the Survivor Company and the Merging LLC.** For purposes of clarity and the avoidance of doubt, each of the Survivor Company and the Merging LLC hereby acknowledges and confirms that at all times prior to the Merger and at the Effective Time, it was and is a member-managed limited liability company.

ARTICLE 6

6.1 **Amendment.** The Merging LLC 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 sole member of the Merging LLC 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 sole member of the Merging LLC.

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

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