

N15000011003

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Florida Department of State  
Division of Corporations

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**MERGER OR SHARE EXCHANGE**

**Studer Community Institute, Inc.**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$68.75

*Merger*

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## ARTICLES OF MERGER

PURSUANT TO THE PROVISIONS of Sections 605.1025 and 617.0302, *Florida Statutes*, these Articles of Merger are entered into and adopted by and between STUDER COMMUNITY INSTITUTE, INC., a Florida corporation not for profit (Florida document number N15000011003) ("Studer Community") and STUDER COMMUNITY RESEARCH INSTITUTE, LLC, a Florida limited liability company doing business as Studer Community Institute and formerly known as Studer Institute, LLC (Florida document number L14000083588) ("Studer Institute") for the purpose of merging them into one of such entities.

1. Studer Community and Studer Institute have adopted the attached Plan of Merger.

2. After the merger, the surviving entity shall be Studer Community Institute, Inc., which is a Florida corporation not for profit.

3. The Plan of Merger was adopted by Studer Institute and Studer Community pursuant to the applicable provisions of Chapters 617 and 605, *Florida Statutes*, as follows:

a. The Plan of Merger was adopted and approved on behalf of Studer Community, by action taken by unanimous written consent of the directors of Studer Community in accordance with the applicable provisions of Chapter 617, *Florida Statutes*. There are no members of Studer Community other than the members of the Board of Directors.

b. The Plan of Merger was adopted and approved on behalf of Studer Institute, by action taken by written consent of the sole member of Studer Institute in accordance with the applicable provisions of Chapter 605, *Florida Statutes*.

4. Studer Community, as the surviving entity, agrees to pay any members of Studer Institute with appraisal rights the amount to which members are entitled under Sections 605.1006 and 605.1061-605.1072, *Florida Statutes*; *provided, however*, that it is understood that since Studer Institute is a single-member limited liability company, appraisal rights are not applicable.

5. Studer Community Development, LLC, a Florida limited liability company ("Development"), in its capacity as the sole member of Studer Institute, is transferring to Studer Community all of Development's interest in Studer Institute, and Development is receiving nothing in exchange for such transfer.

6. The Plan of Merger is effective for accounting purposes and all other purposes on the date these Articles of Merger are filed with the Florida Department of State.

*[SIGNATURE PAGE FOLLOWS]*

Dated on the dates set forth below.

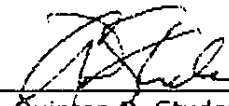
**STUDER COMMUNITY INSTITUTE, INC.,**  
a Florida corporation not for profit

By:   
Randy Hammer, President

Date: March 9, 2016

**STUDER COMMUNITY RESEARCH  
INSTITUTE, LLC,**  
a Florida limited liability company

By: STUDER COMMUNITY DEVELOPMENT, LLC,  
a Florida Limited Liability Company, as Manager

By:   
Quinton D. Studer, Its Manager

  
Mary P. Studer, Its Manager

Date: March 9, 2016

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[SIGNATURE PAGE FOR ARTICLES OF MERGER]

## PLAN OF MERGER

THIS IS A PLAN OF MERGER entered into by and between STUDER COMMUNITY INSTITUTE, INC., a Florida corporation not for profit (Florida document number N15000011003) ("Studer Community") and STUDER COMMUNITY RESEARCH INSTITUTE, LLC, a Florida limited liability company doing business as Studer Community Institute and formerly known as Studer Institute, LLC (Florida document number L14000083588) ("Studer Institute").

### S T I P U L A T I O N S:

A. Studer Community is a corporation not for profit organized and existing under the laws of the State of Florida, with its principal office at 121 South Palafox Place, Suite B, Pensacola, Florida 32502. Studer Community does not have any members other than the members of its Board of Directors.

B. Studer Institute is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 321 Devilliers Street, Suite 103, Pensacola, Florida 32501. The sole member of Studer Institute is Studer Community Development, LLC, a Florida limited liability company ("Development").

C. The directors of Development, the sole member of Studer Institute, deem it desirable and in the best interest of Studer Institute to be merged with and into Studer Community pursuant to the applicable provisions of Chapters 617 and 605, *Florida Statutes*, with Studer Community being the surviving entity.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, STUDER COMMUNITY AND STUDER INSTITUTE AGREE AS FOLLOWS:

Section 1. Merger. Studer Institute shall merge with and into Studer Community, and Studer Community shall be the surviving entity.

Section 2. Terms and Conditions. On the effective date of the merger, the separate existence of Studer Institute shall cease, and Studer Community shall succeed to all of the rights, privileges, immunities, franchises, and all of the property, real, personal, and mixed, of Studer Institute without the necessity for any separate transfer. Studer Community shall thereafter be responsible for all of the liabilities and obligations of Studer Institute, and neither the rights of creditors nor any liens on the property of Studer Institute shall be impaired by the merger.

Section 3. Conversion of Interests in Studer Institute to Interests in Studer Community. Development, in its capacity as the sole member of Studer Institute, is transferring to Studer Community all of Development's interest in Studer Institute, and Development is receiving nothing in exchange for such transfer.

Section 4. Changes in Articles of Incorporation of Studer Community. The current Articles of Incorporation of Studer Community, the surviving entity, shall continue to be its Articles of Incorporation following the merger unless and until revised in accordance with the Articles of Incorporation and the Bylaws of Studer Community.

Section 5. Changes in Bylaws of Studer Community. The current Bylaws of Studer Community shall continue to be its Bylaws following the merger unless and until revised in accordance with the Articles of Incorporation and the Bylaws of Studer Community.

Section 6. Officers of Studer Community. The officers of Studer Community, as of the effective date of merger, shall be as follows:

President:	Randy Hammer
Secretary	Nicole Webb
Treasurer	Amber McClure

Section 7. Directors of Studer Community. The directors of Studer Community, as of the effective date of merger, shall be as follows:

Scott A. Remington  
J. Mort O'Sullivan, III  
Julie Sheppard  
Martha Saunders  
Josh Sitton

Jerry L. Maygarden  
Cindi Bear-Bonner  
Gail Husbands  
Jean Pierre N'Dione  
Chad Henderson  
Patrick Elebash  
Blaise Adams  
Stacey Keller Williams  
Lisa Nelessen-Lara  
Stan Connally  
Becca Boles  
Janet Pilcher

Section 8. Effective Date of Merger. The effective date of the merger shall be the date these Articles of Merger and Plan of Merger are filed with the Florida Department of State.

Section 9. Execution of Agreement. This Plan of Merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

*[SIGNATURE PAGE FOLLOWS]*

Dated on the dates set forth below.

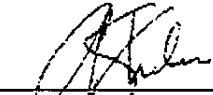
**STUDER COMMUNITY INSTITUTE, INC.**  
a Florida corporation not for profit


By:   
Randy Hammer, President

Date: March 9, 2016

**STUDER COMMUNITY RESEARCH  
INSTITUTE, LLC,**  
a Florida limited liability company

By: STUDER COMMUNITY DEVELOPMENT, LLC,  
a Florida Limited Liability Company, as Manager

By:   
Quinton D. Studer, Its Manager

  
Mary P. Studer, Its Manager

Date: March 9, 2016

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[SIGNATURE PAGE FOR PLAN OF MERGER]