

N190000004326

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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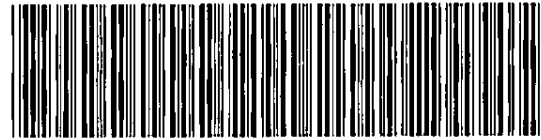
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Effective date
12-31-24

merger & Amend

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2024 DEC 12 AM 11:28

2024 DEC 12 AM 11:17

02445/02446

* 02250, 00543, 00547, 00544, 00524

CT CORP
(850) 656- 4724
3458 Lakesore Drive
Tallahassee, FL 32312

Date: 12/12/2024

Acc#I20160000072

en: c DW

Name:	AE VENICE ISLAND, INC.
Document #:	
Order #:	16036031

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
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Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
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Thank you!

APR 12 2025 12:00:27

FILED

2024 DEC 12 AM 11:28

CLERK OF COURT
CLERK OF COURT

ARTICLES OF MERGER
(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
AE Venice Island, Inc.	Florida	N19000004326

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
American Eagle Venice Island LLC	Florida	L18000151712

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR 12 / 31 / 2024 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

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.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) ☒ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) ☒ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

AE Venice Island, Inc.

Samuel Feuer

Samuel Feuer, President

American Eagle Venice Island LLC

Todd Topliff

Todd Topliff, Manager

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "*Agreement*") is made effective as of December 11, 2024 by and between AMERICAN EAGLE VENICE ISLAND LLC, a Florida limited liability company ("*AE LLC*"), and AE VENICE ISLAND, INC., a Florida not for profit corporation ("*AE Inc.*").

BACKGROUND:

WHEREAS, American Eagle LifeCare Corporation, a Tennessee nonprofit corporation recognized as a tax-exempt corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("*AELC*"), both directly and indirectly through its interests in its affiliates and subsidiaries (collectively, AELC and such affiliates and subsidiaries, the "*Charitable Group*"), acquires, owns, maintains and operates nursing homes, senior living facilities and assisted living facilities through which it provides health care and other services to the elderly and infirm as well as disabled and disadvantaged persons (the "*Charitable Purposes*");

WHEREAS, AE LLC and AE Inc. are members of the Charitable Group and are actively involved in the provision of the Charitable Purposes;

WHEREAS, in furtherance of the Charitable Purposes, the board of managers of AE LLC (the "*AE LLC Board*") and the members of the board of directors of AE Inc. (the "*AE Inc. Board*") and the voting members of AE Inc. deem it advisable that AE LLC be merged with and into AE Inc., with AE Inc. to be the surviving corporation, on the terms and conditions set forth herein and in accordance with the applicable provisions of the laws of the State of Florida which permit such a merger (the "*Merger*").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Merger shall be effected in compliance with the provisions of the Florida Limited Liability Company Act, as amended, and the Florida Corporations Not for Profit Law, as amended, and that the terms and conditions of the Merger, and the mode of carrying the same into effect, shall be as follows:

ARTICLE I

AE Inc. is a nonprofit corporation duly incorporated, validly existing, and in good standing under the laws of the State of Florida. AE Inc. was incorporated in the State of Florida on April 25, 2019. AE Inc. has not gone by any prior names. The service of process address on file for AE Inc. with the Florida Department of State, Division of Corporations is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301. The principal business location for AE Inc. is 920 S. Riverwood Drive, Wabash, IN 46992. AE Inc. is a membership nonprofit corporation. The articles of incorporation of AE Inc. provides for one class of members who are entitled to vote on all matters submitted to the members. As of the date hereof, there is one member of AE Inc.

AE LLC is a limited liability company duly incorporated, validly existing, and in good standing under the laws of the State of Florida. AE LLC was incorporated in the State of Florida on June 20, 2018. AE LLC has not gone by any prior names. The service of process address on file for AE LLC with the Florida Division of Corporations is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301. The principal business location for AE LLC is 920 S. Riverwood Drive, Wabash, IN 46992. The organizational documents of AE LLC provides for one class of members who are entitled to vote on all matters submitted to the members and that AE LLC is generally managed by the AE LLC Board. As of the date hereof, there is one member of AE LLC.

ARTICLE II

On the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of the laws of the State of Florida, which permits such a merger, at the Effective Time (defined below) AE LLC shall be merged with and into AE Inc., and AE Inc. shall be the surviving corporation. Upon effectiveness of the Merger, the separate existence of AE LLC shall cease, and AE Inc. shall succeed, without other transfer, to all the rights and property of AE LLC and shall be subject to all the debts and liabilities of AE LLC in the same manner as if AE Inc. had itself incurred them. For purposes of this Agreement, AE Inc. shall be referred to herein as "AE Inc." where the reference is relevant to events prior to the effective date of the Merger, and shall be referred to herein as the "**Surviving Corporation**" where the reference is relevant to events on and after the effective date. The Surviving Corporation shall exist by virtue of, and be governed by, the laws of the State of Florida.

ARTICLE III

Upon the consummation of the Merger, the name of the Surviving Corporation shall be AE Venice Island, Inc.

ARTICLE IV

As of the Effective Time, the articles of incorporation of AE Inc. (the "**Articles of Incorporation**") shall remain the Articles of Incorporation of the Surviving Corporation; provided, however, that the Articles of Incorporation shall be amended by filing the articles of amendment attached hereto as Exhibit A (the "**Amendment**").

ARTICLE V

The terms of the Merger, the mode of carrying them into effect, and the manner and basis of converting the memberships of AE LLC and AE Inc. into memberships of the Surviving Corporation shall be as follows:

Each member of the AE LLC Board and each officer of AE LLC shall be deemed to have immediately resigned, unless such individual is described in Article VI or Article VII below. The membership interests of AE LLC shall be forfeited and terminated without any additional consideration and, to the extent necessary, shall be taken to have been contributed by the sole member of AE LLC to AE Inc. as a

charitable contribution in furtherance of the accomplishment of the Charitable Purposes.

Each member of the AE Inc. Board and each officer of AE Inc. shall be deemed to have immediately resigned, unless such individual is described in Article VI or Article VII below. The membership interests of AE Inc. shall not be converted in any manner, but each said membership interest which is issued as of the Effective Time shall continue to represent a membership interest of the Surviving Corporation without any additional consideration.

ARTICLE VI

The initial members of the board of directors of the Surviving Corporation, who shall serve until their successors are duly elected, qualified, and commence serving, shall be:

Samuel Feuer
Larry Katz
Ephram Lahasky

ARTICLE VII

The initial officers of the Surviving Corporation, who shall serve until their successors are duly elected, qualified, and commence serving, shall be as set forth below opposite their office:

President	Samuel Feuer
Treasurer	Todd Topliff
Secretary	Todd Topliff

ARTICLE VIII

The parties shall cooperate and use their respective reasonable best efforts to prepare, submit, and file all applications and requests for regulatory approval as promptly as practicable following the date first set forth above to timely effect all filings and to obtain all permits, consents, approvals, and authorizations of all third parties necessary to consummate the transitions contemplated by this Agreement. Each party hereto agrees that it will consult with the other party hereto with respect to the obtaining of all permits, consents, approvals, and authorizations of all third parties necessary or advisable to consummate the transitions contemplated by this Agreement and each party will keep the other party apprised of the status of matters relating to completion of the transitions contemplated hereby. Each party agrees, upon request, to furnish the other party with all information concerning itself, its directors, managers, officers, and members, and such other matters as may be reasonably necessary or advisable in connection with any filing, notice, or application made by or on behalf of such other party to any third party.

ARTICLE IX

The respective obligation of each of AE LLC and AE Inc. to consummate the Merger is subject to, and conditioned upon, the requirement that all regulatory approvals required to consummate the transitions contemplated hereby shall have been obtained and shall remain in full

force and effect and all statutory waiting periods in respect thereof shall have expired. At any time prior to satisfaction of the foregoing condition precedent, the Merger may be abandoned by the mutual written consent of the parties. In the event of the abandonment of the Merger pursuant to this Article IX, no party to this Agreement shall have any liability or further obligation to any other party hereunder. In the event that any provision of this Agreement must be altered or amended in order to receive any regulatory approvals required to consummate the transactions contemplated hereby, then any officer of AE LLC and any officer of AE Inc. shall have full power and authority, on behalf of its organization, to negotiate, execute, and deliver any such alteration or amendment, provided that such alteration or amendment does not materially adversely affect a party or the members of a party.

ARTICLE X

Subject to the satisfaction of the condition precedent set forth in Article IX, the parties shall cause the effective date of the Merger provided for herein to occur as soon as practicable after the satisfaction of such condition. The parties shall agree upon and specify such effective date in the articles of merger and the Amendment filed with the State of Florida in accordance with the applicable laws of the state (such date, the "*Effective Time*").

ARTICLE XI

Upon the Merger becoming effective, Section 617.1106 of the Florida Corporations Not-for-Profit Law, as amended, and Section 605.1026 of the Florida Limited Liability Company Law, as amended, shall apply to each constituent entity and the Surviving Corporation. Without limiting the foregoing, and to the extent consistent with such provisions, all of the rights, privileges, immunities, powers, franchises, and authority, and all property and assets of every kind and description, and every interest therein, of the parties shall be vested in and be held and enjoyed by the Surviving Corporation without further act or deed, and all of the estates and interests of every kind of the parties shall be the property of the Surviving Corporation as they were of the parties, as the case may be, and the title to any real estate or any interest therein, vested by deed or otherwise in the parties, shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation. Upon the Effective Time of the Merger, all rights of creditors and all liens upon any property of the parties shall be preserved unimpaired, and all debts, liabilities, and duties of the parties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, or duties had been incurred or contracted by it.

ARTICLE XII

Any one or more of the officers of AE LLC or AE Inc., and any one or more of the initial officers of the Surviving Corporation, shall take any and all actions necessary or convenient to give effect to the Merger, including, but not limited to, the execution and delivery of such further documents, instruments, or certificates as may be necessary to fully carry out the intent of this Agreement.

ARTICLE XIII

This Agreement contains the entire agreement between the parties with regard to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of

which taken together shall be deemed one original. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Plan and Agreement of Merger as of the date first written above.

AMERICAN EAGLE VENICE ISLAND, LLC.
A FLORIDA LIMITED LIABILITY COMPANY

By: Todd Topliff
Todd Topliff, President

AE VENICE ISLAND, INC.
A FLORIDA NONPROFIT CORPORATION

By: Samuel Feuer
Samuel Feuer, President

[Signature Page to Plan and Agreement of Merger]

EXHIBIT A

Amendment to Articles

See Attached.

Articles of Amendment
to
Articles of Incorporation
of

AE VENICE ISLAND, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

N19000004326

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

_____ The new
name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc."
"Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

(Florida street address)

New Registered Office Address:

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

Section 4 of Exhibit A, attached to the Articles and incorporated therein, is hereby amended to read as follows:

American Eagle Delaware Holding Company LLC, a Delaware limited liability company, shall be the sole member of the
Corporation.

☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 12/10/2024

Signature Samuel Feuer
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Samuel Feuer
(Typed or printed name of person signing)

President
(Title of person signing)