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Florida Department of State
Division of Corporations
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Division of Corporations
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Email Address: snazworth@abilityhousing.org

2023 DEC 28 PM 3:24

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**MERGER OR SHARE EXCHANGE
AHI DEVELOPMENT RESOURCES, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	27
Estimated Charge	\$70.00

AHI DEVELOPMENT RESOURCES, INC.

**Unanimous Written Consent of the Board of
Directors in Lieu of a Special Meeting**

The undersigned, being all of the directors (the "Board") of AHI Development Resources, Inc., a Florida not-for-profit corporation (the "Corporation"), acting pursuant to Section 617.0821 of the Florida Not For Profit Corporation Act, do hereby (a) waive all notice of the place, purpose, and time of a meeting, and (b) adopt, approve, authorize, confirm, consent to, and ratify the following as the actions of the Corporation's Board:

Merger

WHEREAS, after due consideration, the Board has determined that it is advisable, and in the best interests of the Corporation, for Community Connections of Jacksonville, Inc., a Florida not-for-profit corporation, to merge with and into the Corporation (the "Merger"), pursuant to the conditions, provisions, and terms contained in that certain Agreement and Plan of Merger, dated as of December 22, 2023, a copy of which is attached hereto as Exhibit A (the "Merger Agreement") and the related Articles of Merger, a copy of which is attached hereto as Exhibit B (the "Articles").

NOW, THEREFORE, BE IT:

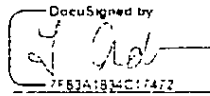
RESOLVED, that the Board hereby adopts, approves, authorizes, confirms, consents to, and ratifies in all respects (a) the form, conditions, provisions, and terms contained in the Merger, the Merger Agreement and the Articles, and all agreements, articles, certificates, instruments, undertakings, and other documents contemplated by the Merger, the Merger Agreement and the Articles, (b) the performance of the Corporation's obligations in connection with the Merger, (c) the consummation of the transactions contemplated by the Merger Agreement and the Articles, and (d) all actions taken by the Corporation's officers in connection with and in furtherance of the Merger, the Merger Agreement and the Articles.

FURTHER RESOLVED, that the Corporation's officers hereby are authorized and directed to take all such further actions, and to execute all such further agreements as may be necessary, proper or advisable to carry out the transactions contemplated by the Merger, the Merger Agreement, the Articles, and this Consent.

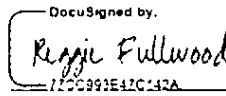
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DEC 28 PM 3:24
CLERK

IN WITNESS WHEREOF, the undersigned directors of the Corporation have executed this Unanimous Written Consent of the Board of Directors as of December 22, 2023.

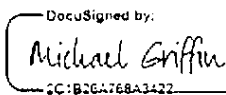
DIRECTORS:

DocuSigned by:

7F53A184C17472

Tiffany L. Adams

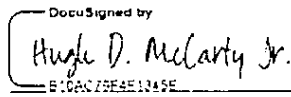
DocuSigned by:

77CC992E42C142A

Reginald N. Fullwood

DocuSigned by:

CC1B26A768A3422

Michael E. Griffin

Greg Matovina

DocuSigned by:

B70AC7DF4E1245E

Hugh D. McCarty Jr.

Shannon L. Nazworth



J. Jacob R. Peek

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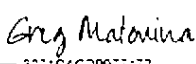
IN WITNESS WHEREOF, the undersigned directors of the Corporation have executed this Unanimous Written Consent of the Board of Directors as of December 22, 2023.

DIRECTORS:

Tiffany L. Adams

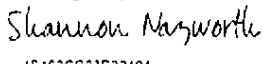
Reginald N. Fullwood

Michael E. Griffin

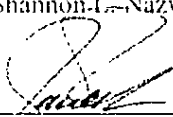
DocuSigned by:

3731CAGC00677472

Greg Matovina

Hugh D. McCarty Jr.

DocuSigned by:

4B40000A1030404

Shannon L. Nazworth



J. Jacob R. Peek

2023 DEC 28 PM 3:24

FILED

EXHIBIT A

Agreement and Plan of Merger

See attached.

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 22, 2023, is by and among Community Connections of Jacksonville, Inc., a Florida not-for-profit corporation (the "Terminating Corporation"), and AHI Development Resources, Inc., a Florida not-for-profit corporation (the "Surviving Corporation"). The Surviving Corporation and the Terminating Corporation are each individually referred to as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, the member of the Terminating Corporation and the Surviving Corporation have determined it is in their best interest to merge the Terminating Corporation with and into the Surviving Corporation pursuant to Sections 617.1101-617.1108 of the Florida Corporation Not For Profit Act (the "Act");

AGREEMENT

ACCORDINGLY, in consideration of the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

GENERAL

1.1 The Merger.

Upon the terms and conditions contained in this Agreement, and in accordance with the applicable terms and conditions contained in the Act, the Terminating Corporation shall be merged with and into the Surviving Corporation (the "Merger"). As a result of the Merger, the separate existence of the Terminating Corporation shall cease and the Surviving Corporation shall continue as the sole surviving Corporation of the Merger. The Surviving Corporation's name shall remain unchanged by the Merger.

1.2 Effective Date of the Merger.

The Merger shall be effective as of the date the Articles are filed with the Department of State of the State of Florida (the "Effective Date").

1.3 Effect of the Merger.

Except as expressly provided elsewhere in this Agreement, the Terminating Corporation and the Surviving Corporation shall be affected by the Merger in the manner provided by the applicable terms and conditions contained in the Act.

1.4 Articles of Incorporation and Bylaws of the Surviving Corporation.

(a) Articles of Incorporation. The Surviving Corporation's Articles of Incorporation, as in effect immediately prior to the Effective Date, shall remain the Surviving Corporation's articles of incorporation from and after the Effective Date until the same are amended and/or restated pursuant to the applicable terms and conditions contained in the Act.

(b) Bylaws. The Surviving Corporation's Bylaws, as in effect immediately prior to the Effective Date, shall remain the Surviving Corporation's bylaws from and after the Effective Date until the

same are amended, modified, supplemented and/or restated pursuant to the applicable terms and conditions contained in the Act and/or the Surviving Corporation's Articles of Incorporation.

1.5 Directors and Officers of the Surviving Corporation.

(a) Directors. The Surviving Corporation's directors in office immediately prior to the Effective Date will remain the Surviving Corporation's directors from and after the Effective Date until such directors' respective successors are duly elected or appointed and qualified.

(b) Officers. The Surviving Corporation's officers in office immediately prior to the Effective Date will remain the Surviving Corporation's officers from and after the Effective Date until such officers' respective successors are duly elected or appointed and qualified.

ARTICLE II

EFFECT OF MERGER ON CONTROL OF SURVIVING CORPORATION

2.1. Effect of Merger on Control of Surviving Corporation.

The Surviving Corporation's Board of Directors shall be vested with control and the right to remove and elect directors in accordance with its Articles of Incorporation and Bylaws.

2.2. Filing of Articles of Merger.

As soon as practicable, (a) the Terminating Corporation will execute Articles of Merger (the "Articles"), (ii) the Surviving Corporation will execute the Articles, and (iii) the Surviving Corporation will cause the Articles to be delivered to and filed with the Florida Department of State, pursuant to the Act.

ARTICLE III

MISCELLANEOUS

3.1. Notices.

All demands, documents, notices, payments, reports, requests, returns, or other communications delivered pursuant to the conditions, provisions, and terms contained in this Agreement and other applicable law will be in writing and will be deemed to be sufficient if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) sent by facsimile or other electronic transmission device, or (iv) sent by a nationally-recognized, overnight courier, to the Parties at the following addresses (or at such other address for a Party as is specified by a written notice satisfying the conditions, provisions and terms contained in this Section):

(i) If to the Surviving Corporation, to it at:
3740 Beach Boulevard, Suite 304
Jacksonville, Florida 32207
Attention: Shannon L. Nazworth

(ii) If to the Terminating Corporation to it at:
3740 Beach Boulevard, Suite 304
Jacksonville, Florida 32207
Attention: Shannon L. Nazworth

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FILED

All such demands, documents, notices, payments, reports, requests, returns, or other communications will be deemed to have been delivered and received (i) in the case of personal delivery, on the date of such delivery; (ii) in the case of delivery by certified or registered mail, on the third (3rd) Business Day following such mailing; (iii) in the case of delivery by facsimile or other electronic transmission device, on the date of such delivery if delivered on a Business Day, or if not delivered on a Business Day, then on the next Business Day after the day delivered; and (iv) in the case of delivery by a nationally-recognized, overnight courier guaranteeing next Business Day delivery, on the Business Day following dispatch. "Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in Jacksonville, Florida are authorized or required to be closed.

3.2. Benefits of Agreement.

All of the conditions, provisions, and terms contained in this Agreement will be binding upon and will inure to the benefit of the Parties and their respective affiliates, estates, executors, heirs, permitted assignees, personal representatives, and successors, as applicable. Except as otherwise expressly contained in this Agreement, this Agreement will not confer any remedies or rights upon any Person other than the Persons referred to in the immediately preceding sentence. This Agreement is not assignable by any Party without the prior written consent of each other Party.

3.3. Remedies.

Each Party will have and retain all remedies and rights existing in her, his or its favor under this Agreement, at law or in equity, including rights to bring actions for injunctive relief, specific performance, and other non-monetary equitable relief (specifically excluding the remedy of rescission) to enforce or prevent a breach of or default under, or threatened breach of or default under, any condition, provision, or term contained in this Agreement. The pursuit of any remedy or right by a Party will not be deemed an election of such remedy or right and will not preclude such Party from exercising or pursuing any other available remedy or right (other than the remedy of rescission).

3.4. Waiver.

The failure of any Party to seek redress for a breach of or default under, or failure to insist upon the strict performance of, any condition, provision or term contained in this Agreement, will not prevent a subsequent act or failure from having the effect of an original breach of or default under, or failure to satisfy any such condition, provision or term contained in this Agreement. No waiver of any condition, provision or term contained in this Agreement will be effective unless it is contained in a written document executed by each Party, and then only to the extent specifically provided in such writing. No waiver by any Party of any breach of or default will be deemed to extend to any prior or subsequent breach of or default, or affect in any way any rights arising out of, based upon, connected with, incidental to or related to any such prior or subsequent occurrence.

3.5. Litigation Expenses.

The prevailing Party in any action, appeal, investigation, proceeding or suit before any arbitrator, governmental authority or mediator (each a "Proceeding") brought to enforce, or resolve a dispute under, the conditions, provisions and terms contained in this Agreement will be entitled to an award of all and any out-of-pocket costs, expenses and fees incurred in connection with such Proceeding, including reasonable fees and disbursements of outside accountants, consultants, expert witnesses, investigators, legal counsel and other professionals, which award of costs, expenses and fees will be in addition to any other remedy awarded in such Proceeding. This paragraph applies to any costs, expenses and fees of legal counsel in any Proceeding to determine entitlement to reasonable fees and disbursements of legal counsel, as well as in

determining and quantifying the amount of the foregoing costs, expenses and fees.

3.6. Governing Law.

This Agreement will be construed, governed by and interpreted in accordance with the domestic laws of the State of Florida without giving effect to any choice of law or any conflicting provision, rule or term (whether of the State of Florida or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Florida to be applied.

3.7. Jurisdiction and Venue.

Each of the Parties irrevocably and unconditionally submits, for herself, himself or itself and her, his or its assets, to the exclusive jurisdiction and venue of any Florida state court or United States federal court sitting in Duval County, Florida, and any appellate court from any such Florida state court or federal court (each individually, a "Florida Court"), in any Proceeding arising out of, based upon, connected with, incidental to or related to this Agreement or the transactions contemplated hereby, or for enforcement or recognition of any judgment arising therefrom, based upon, connected thereto, incidental thereto or related thereto. Each of the Parties irrevocably and unconditionally waives, to the fullest extent he, she or it effectively and legally may do so, (i) any objection that he, she or it now or hereafter may have to the laying of venue of any Proceeding arising out of, based upon, connected with, incidental to or related to this Agreement or the transactions contemplated hereby in any Florida Court and (ii) the claim or defense of an inconvenient forum to the maintenance of such Proceeding in any Florida Court.

3.8. Counterparts and Electronic Delivery.

The Parties may execute this Agreement in any number of counterparts, and each such counterpart will be deemed an original signature page to this Agreement. All such counterparts will be considered one and the same contract and will become effective when one (1) or more counterparts have been executed by each Party and delivered to each other Party, it being understood that all Parties need not execute the same counterpart. Any counterpart or other signature delivered by facsimile, e-mail or other electronic device will be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such Party, and the signatures of the Parties transmitted electronically will be deemed for all purposes as an "electronic signature" within the meaning of the Uniform Electronic Transaction Act.

3.9. Entire Agreement.

This Agreement and the other agreements and documents referenced herein and attached to this Agreement (including the Articles) and any other document contemporaneously entered into with this Agreement contain all of the agreements, contracts and understandings among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, contracts and understandings among the Parties with respect to such transactions.

[The Parties have left the remainder of this page blank intentionally.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and Plan of Merger to be executed and delivered by their respective duly authorized officers as of the date first written above.

TERMINATING CORPORATION:

COMMUNITY CONNECTIONS OF
JACKSONVILLE, INC.

DocuSigned by:
Shannon Nazworth
By: 4B4C0C083D39404
Shannon L. Nazworth, President

SURVIVING CORPORATION:

AHI DEVELOPMENT RESOURCES, INC.

DocuSigned by:
Shannon Nazworth
By: 4B4C0C083D39404
Shannon L. Nazworth, President

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EXHIBIT B

Articles of Merger

See attached.

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DEC 28 PM 3:24

ARTICLES OF MERGER
OF
COMMUNITY CONNECTIONS OF JACKSONVILLE, INC.
WITH AND INTO
AHI DEVELOPMENT RESOURCES, INC.

AHI Development Resources, Inc., a Florida not-for-profit corporation (the "Surviving Corporation"), pursuant to Section 617.1105 of the Florida Corporation Not For Profit Act (the "Act"), hereby delivers these Articles of Merger (these "Articles") to the Florida Department of State for filing. For purposes of complying with the applicable provisions of the Act with respect to the merger of Community Connections of Jacksonville, Inc., a Florida not-for-profit corporation (the "Terminating Corporation"), with and into the Surviving Corporation (the "Merger"), the Surviving Corporation has caused its duly authorized officers to execute and deliver these Articles, and to acknowledge, certify and state under penalty of perjury, the following:

ARTICLE I
NAMES, PRINCIPAL ADDRESSES AND JURISDICTIONS
OF THE CONSTITUENT COMPANIES

The name, principal address, and jurisdiction of each of the constituent corporations involved in the Merger are as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>	<u>Document Number</u>
<i>Surviving Corporation:</i>			
AHI Development Resources, Inc. 3740 Beach Boulevard Suite 302 Jacksonville, Florida 32207	Florida	Not-For-Profit Corporation	N22000010763
<i>Terminating Corporation:</i>			
Community Connections of Jacksonville, Inc 3740 Beach Boulevard Suite 302 Jacksonville, Florida 32207	Florida	Not-For-Profit Corporation	720262

ARTICLE II
PLAN OF MERGER

The Surviving Corporation is the surviving corporation in the Merger. The Surviving Corporation and the Terminating Corporation adopted, approved, authorized, confirmed, consented to, and ratified that certain Agreement and Plan of Merger, dated as of December 22, 2023, a copy of which is attached hereto as Exhibit A (the "Merger Agreement"), in accordance with the applicable provisions of the Act.

ARTICLE III EFFECTIVE DATE

The Merger will be effective on the date of filing of these Articles.

ARTICLE IV APPROVALS

4.1 Terminating Corporation.

Pursuant to Sections 617.1101-617.1105 of the Act, (i) the Terminating Corporation has no members entitled to vote on the Merger, (ii) the Terminating Corporation has three (3) directors in office, (iii) all three (3) directors voted in favor of the Merger with zero (0) directors voting against the Merger, and (iv) all three (3) directors have adopted, approved, authorized, confirmed, consented to, and ratified the Merger, the Merger Agreement, and these Articles by Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting dated December 22, 2023.

4.2 Surviving Corporation.

Pursuant to Sections 617.1101-617.1105 of the Act, (i) the Surviving Corporation has no members entitled to vote on the Merger, (ii) the Surviving Corporation has seven (7) directors in office, (iii) all seven (7) directors voted in favor of the Merger with zero (0) directors voting against the Merger, and (iv) all seven (7) directors have adopted, approved, authorized, confirmed, consented to, and ratified the Merger, the Merger Agreement, and these Articles by Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting dated December 22, 2023.

ARTICLE V COMPLIANCE WITH APPLICABLE LAWS

The Terminating Corporation has taken all actions required by the Act to adopt, approve, authorize, confirm, and ratify the Merger, the Merger Agreement and the performance by the Terminating Corporation of all of its rights and obligations contained in the Merger Agreement.

[The remainder of this page was left blank intentionally.]

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The constituent corporations have caused these Articles to be executed and delivered by their respective duly authorized officers.

SURVIVING CORPORATION:

AHI DEVELOPMENT RESOURCES, INC.

DocuSigned by:
Shannon Nazworth
By: 4B40CCD83D35E04
Shannon L. Nazworth, President

TERMINATING CORPORATION:

COMMUNITY CONNECTIONS OF
JACKSONVILLE, INC.

DocuSigned by:
Shannon Nazworth
By: 4B40CCD83D35E04
Shannon L. Nazworth, President

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EXHIBIT A

Agreement and Plan of Merger

See attached.

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COMMUNITY CONNECTIONS OF JACKSONVILLE, INC.

**Unanimous Written Consent of the Board of
Directors in Lieu of a Special Meeting**

The undersigned, being all of the directors (the "Board") of Community Connections of Jacksonville, Inc., a Florida not-for-profit corporation (the "Corporation"), acting pursuant to Section 617.0821 of the Florida Not For Profit Corporation Act, do hereby (a) waive all notice of the place, purpose, and time of a meeting, and (b) adopt, approve, authorize, confirm, consent to, and ratify the following as the actions of the Corporation's Board:

Merger

WHEREAS, after due consideration, the Board has determined that it is advisable, and in the best interests of the Corporation, for the Corporation to merge with and into AHI Development Resources, Inc., a Florida not-for-profit corporation (the "Merger"), pursuant to the conditions, provisions, and terms contained in that certain Agreement and Plan of Merger, dated as of December 22, 2023, a copy of which is attached hereto as Exhibit A (the "Merger Agreement") and the related Articles of Merger, a copy of which is attached hereto as Exhibit B (the "Articles");

NOW, THEREFORE, BE IT:

RESOLVED, that the Board hereby adopts, approves, authorizes, confirms, consents to, and ratifies in all respects (a) the form, conditions, provisions, and terms contained in the Merger, the Merger Agreement and the Articles, and all agreements, articles, certificates, instruments, undertakings, and other documents contemplated by the Merger, the Merger Agreement and the Articles, (b) the performance of the Corporation's obligations in connection with the Merger, (c) the consummation of the transactions contemplated by the Merger Agreement and the Articles, and (d) all actions taken by the Corporation's officers in connection with and in furtherance of the Merger, the Merger Agreement and the Articles.

FURTHER RESOLVED, that the Corporation's officers hereby are authorized and directed to take all such further actions, and to execute all such further agreements as may be necessary, proper or advisable to carry out the transactions contemplated by the Merger, the Merger Agreement, the Articles, and this Consent.

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IN WITNESS WHEREOF, the undersigned directors of the Corporation have executed this Unanimous Written Consent of the Board of Directors as of December 22, 2023.

DIRECTORS:

DocuSigned by:

Shannon Nazworth

4B40E0D93030404

Shannon L. Nazworth

DocuSigned by:

Greg Matovina

3201CA0D0977472

Greg Matovina

J. Jacob R. Peek
J. Jacob R. Peek

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DEC 28 PM 3:24

EXHIBIT A

Agreement and Plan of Merger

See attached.

9:00:00 PM DEC 28 2023

FILED

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 22, 2023, is by and among Community Connections of Jacksonville, Inc., a Florida not-for-profit corporation (the "Terminating Corporation"), and AHI Development Resources, Inc., a Florida not-for-profit corporation (the "Surviving Corporation"). The Surviving Corporation and the Terminating Corporation are each individually referred to as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, the member of the Terminating Corporation and the Surviving Corporation have determined it is in their best interest to merge the Terminating Corporation with and into the Surviving Corporation pursuant to Sections 617.1101-617.1108 of the Florida Corporation Not For Profit Act (the "Act").

AGREEMENT

ACCORDINGLY, in consideration of the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

GENERAL

1.1 The Merger.

Upon the terms and conditions contained in this Agreement, and in accordance with the applicable terms and conditions contained in the Act, the Terminating Corporation shall be merged with and into the Surviving Corporation (the "Merger"). As a result of the Merger, the separate existence of the Terminating Corporation shall cease and the Surviving Corporation shall continue as the sole surviving Corporation of the Merger. The Surviving Corporation's name shall remain unchanged by the Merger.

1.2 Effective Date of the Merger.

The Merger shall be effective as of the date the Articles are filed with the Department of State of the State of Florida (the "Effective Date").

1.3 Effect of the Merger.

Except as expressly provided elsewhere in this Agreement, the Terminating Corporation and the Surviving Corporation shall be affected by the Merger in the manner provided by the applicable terms and conditions contained in the Act.

1.4 Articles of Incorporation and Bylaws of the Surviving Corporation.

(a) Articles of Incorporation. The Surviving Corporation's Articles of Incorporation, as in effect immediately prior to the Effective Date, shall remain the Surviving Corporation's articles of incorporation from and after the Effective Date until the same are amended and/or restated pursuant to the applicable terms and conditions contained in the Act.

(b) Bylaws. The Surviving Corporation's Bylaws, as in effect immediately prior to the Effective Date, shall remain the Surviving Corporation's bylaws from and after the Effective Date until the

same are amended, modified, supplemented and/or restated pursuant to the applicable terms and conditions contained in the Act and/or the Surviving Corporation's Articles of Incorporation.

1.5 Directors and Officers of the Surviving Corporation.

(a) Directors. The Surviving Corporation's directors in office immediately prior to the Effective Date will remain the Surviving Corporation's directors from and after the Effective Date until such directors' respective successors are duly elected or appointed and qualified.

(b) Officers. The Surviving Corporation's officers in office immediately prior to the Effective Date will remain the Surviving Corporation's officers from and after the Effective Date until such officers' respective successors are duly elected or appointed and qualified.

ARTICLE II

EFFECT OF MERGER ON CONTROL OF SURVIVING CORPORATION

2.1. Effect of Merger on Control of Surviving Corporation.

The Surviving Corporation's Board of Directors shall be vested with control and the right to remove and elect directors in accordance with its Articles of Incorporation and Bylaws.

2.2. Filing of Articles of Merger.

As soon as practicable, (a) the Terminating Corporation will execute Articles of Merger (the "Articles"), (ii) the Surviving Corporation will execute the Articles, and (iii) the Surviving Corporation will cause the Articles to be delivered to and filed with the Florida Department of State, pursuant to the Act.

ARTICLE III

MISCELLANEOUS

3.1. Notices.

All demands, documents, notices, payments, reports, requests, returns, or other communications delivered pursuant to the conditions, provisions, and terms contained in this Agreement and other applicable law will be in writing and will be deemed to be sufficient if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) sent by facsimile or other electronic transmission device, or (iv) sent by a nationally-recognized, overnight courier, to the Parties at the following addresses (or at such other address for a Party as is specified by a written notice satisfying the conditions, provisions and terms contained in this Section):

- (i) If to the Surviving Corporation, to it at:
3740 Beach Boulevard, Suite 304
Jacksonville, Florida 32207
Attention: Shannon L. Nazworth
- (ii) If to the Terminating Corporation to it at:
3740 Beach Boulevard, Suite 304
Jacksonville, Florida 32207
Attention: Shannon L. Nazworth

2024 DEC 28
FILED

All such demands, documents, notices, payments, reports, requests, returns, or other communications will be deemed to have been delivered and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by certified or registered mail, on the third (3rd) Business Day following such mailing, (iii) in the case of delivery by facsimile or other electronic transmission device, on the date of such delivery if delivered on a Business Day, or if not delivered on a Business Day, then on the next Business Day after the day delivered, and (iv) in the case of delivery by a nationally-recognized, overnight courier guaranteeing next Business Day delivery, on the Business Day following dispatch. "Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in Jacksonville, Florida are authorized or required to be closed.

3.2. Benefits of Agreement.

All of the conditions, provisions, and terms contained in this Agreement will be binding upon and will inure to the benefit of the Parties and their respective affiliates, estates, executors, heirs, permitted assignees, personal representatives, and successors, as applicable. Except as otherwise expressly contained in this Agreement, this Agreement will not confer any remedies or rights upon any Person other than the Persons referred to in the immediately preceding sentence. This Agreement is not assignable by any Party without the prior written consent of each other Party.

3.3. Remedies.

Each Party will have and retain all remedies and rights existing in her, his or its favor under this Agreement, at law or in equity, including rights to bring actions for injunctive relief, specific performance, and other non-monetary equitable relief (specifically excluding the remedy of rescission) to enforce or prevent a breach of or default under, or threatened breach of or default under, any condition, provision, or term contained in this Agreement. The pursuit of any remedy or right by a Party will not be deemed an election of such remedy or right and will not preclude such Party from exercising or pursuing any other available remedy or right (other than the remedy of rescission).

3.4. Waiver.

The failure of any Party to seek redress for a breach of or default under, or failure to insist upon the strict performance of, any condition, provision or term contained in this Agreement, will not prevent a subsequent act or failure from having the effect of an original breach of or default under, or failure to satisfy, any such condition, provision or term contained in this Agreement. No waiver of any condition, provision or term contained in this Agreement will be effective unless it is contained in a written document executed by each Party, and then only to the extent specifically provided in such writing. No waiver by any Party of any breach of or default will be deemed to extend to any prior or subsequent breach of or default, or affect in any way any rights arising out of, based upon, connected with, incidental to or related to any such prior or subsequent occurrence.

3.5. Litigation Expenses.

The prevailing Party in any action, appeal, investigation, proceeding or suit before any arbitrator, governmental authority or mediator (each a "Proceeding") brought to enforce, or resolve a dispute under, the conditions, provisions and terms contained in this Agreement will be entitled to an award of all and any out-of-pocket costs, expenses and fees incurred in connection with such Proceeding, including reasonable fees and disbursements of outside accountants, consultants, expert witnesses, investigators, legal counsel and other professionals, which award of costs, expenses and fees will be in addition to any other remedy awarded in such Proceeding. This paragraph applies to any costs, expenses and fees of legal counsel in any Proceeding to determine entitlement to reasonable fees and disbursements of legal counsel, as well as in

determining and quantifying the amount of the foregoing costs, expenses and fees.

3.6. Governing Law.

This Agreement will be construed, governed by and interpreted in accordance with the domestic laws of the State of Florida without giving effect to any choice of law or any conflicting provision, rule or term (whether of the State of Florida or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Florida to be applied.

3.7. Jurisdiction and Venue.

Each of the Parties irrevocably and unconditionally submits, for herself, himself or itself and her, his or its assets, to the exclusive jurisdiction and venue of any Florida state court or United States federal court sitting in Duval County, Florida, and any appellate court from any such Florida state court or federal court (each individually, a "Florida Court"), in any Proceeding arising out of, based upon, connected with, incidental to or related to this Agreement or the transactions contemplated hereby, or for enforcement or recognition of any judgment arising therefrom, based upon, connected thereto, incidental thereto or related thereto. Each of the Parties irrevocably and unconditionally waives, to the fullest extent he, she or it effectively and legally may do so, (i) any objection that he, she or it now or hereafter may have to the laying of venue of any Proceeding arising out of, based upon, connected with, incidental to or related to this Agreement or the transactions contemplated hereby in any Florida Court and (ii) the claim or defense of an inconvenient forum to the maintenance of such Proceeding in any Florida Court.

3.8. Counterparts and Electronic Delivery.

The Parties may execute this Agreement in any number of counterparts, and each such counterpart will be deemed an original signature page to this Agreement. All such counterparts will be considered one and the same contract and will become effective when one (1) or more counterparts have been executed by each Party and delivered to each other Party, it being understood that all Parties need not execute the same counterpart. Any counterpart or other signature delivered by facsimile, e-mail or other electronic device will be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such Party, and the signatures of the Parties transmitted electronically will be deemed for all purposes as an "electronic signature" within the meaning of the Uniform Electronic Transaction Act.

3.9. Entire Agreement.

This Agreement and the other agreements and documents referenced herein and attached to this Agreement (including the Articles) and any other document contemporaneously entered into with this Agreement contain all of the agreements, contracts and understandings among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, contracts and understandings among the Parties with respect to such transactions.

[The Parties have left the remainder of this page blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and Plan of Merger to be executed and delivered by their respective duly authorized officers as of the date first written above.

TERMINATING CORPORATION:

COMMUNITY CONNECTIONS OF
JACKSONVILLE, INC.

DocuSigned by:
Shannon Nazworth
By: 4B4666C633536464
Shannon L. Nazworth, President

SURVIVING CORPORATION:

AHI DEVELOPMENT RESOURCES, INC.

DocuSigned by:
Shannon Nazworth
By: 4B403CD81230404
Shannon L. Nazworth, President

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JACKSONVILLE, FL

EXHIBIT B

Articles of Merger

See attached.

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2024 DEC 28 PM 3:24
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JACKSONVILLE, FL

ARTICLES OF MERGER
OF
COMMUNITY CONNECTIONS OF JACKSONVILLE, INC.
WITH AND INTO
AHI DEVELOPMENT RESOURCES, INC.

AHI Development Resources, Inc., a Florida not-for-profit corporation (the "Surviving Corporation"), pursuant to Section 617.1105 of the Florida Corporation Not For Profit Act (the "Act"), hereby delivers these Articles of Merger (these "Articles") to the Florida Department of State for filing. For purposes of complying with the applicable provisions of the Act with respect to the merger of Community Connections of Jacksonville, Inc., a Florida not-for-profit corporation (the "Terminating Corporation"), with and into the Surviving Corporation (the "Merger"), the Surviving Corporation has caused its duly authorized officers to execute and deliver these Articles, and to acknowledge, certify and state under penalty of perjury, the following:

ARTICLE I
NAMES, PRINCIPAL ADDRESSES AND JURISDICTIONS
OF THE CONSTITUENT COMPANIES

The name, principal address, and jurisdiction of each of the constituent corporations involved in the Merger are as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>	<u>Document Number</u>
<i>Surviving Corporation:</i>			
AHI Development Resources, Inc. 3740 Beach Boulevard Suite 302 Jacksonville, Florida 32207	Florida	Not-For-Profit Corporation	N220000107
<i>Terminating Corporation:</i>			
Community Connections of Jacksonville, Inc. 3740 Beach Boulevard Suite 302 Jacksonville, Florida 32207	Florida	Not-For-Profit Corporation	720262

ARTICLE II
PLAN OF MERGER

The Surviving Corporation is the surviving corporation in the Merger. The Surviving Corporation and the Terminating Corporation adopted, approved, authorized, confirmed, consented to, and ratified that certain Agreement and Plan of Merger, dated as of December 22, 2023, a copy of which is attached hereto as Exhibit A (the "Merger Agreement"), in accordance with the applicable provisions of the Act.

ARTICLE III EFFECTIVE DATE

The Merger will be effective on the date of filing of these Articles.

ARTICLE IV APPROVALS

4.1 Terminating Corporation.

Pursuant to Sections 617.1101-617.1105 of the Act, (i) the Terminating Corporation has no members entitled to vote on the Merger, (ii) the Terminating Corporation has three (3) directors in office, (iii) all three (3) directors voted in favor of the Merger with zero (0) directors voting against the Merger, and (iv) all three (3) directors have adopted, approved, authorized, confirmed, consented to, and ratified the Merger, the Merger Agreement, and these Articles by Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting dated December 22, 2023.

4.2 Surviving Corporation.

Pursuant to Sections 617.1101-617.1105 of the Act, (i) the Surviving Corporation has no members entitled to vote on the Merger, (ii) the Surviving Corporation has seven (7) directors in office, (iii) all seven (7) directors voted in favor of the Merger with zero (0) directors voting against the Merger, and (iv) all seven (7) directors have adopted, approved, authorized, confirmed, consented to, and ratified the Merger, the Merger Agreement, and these Articles by Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting dated December 22, 2023.

ARTICLE V COMPLIANCE WITH APPLICABLE LAWS

The Terminating Corporation has taken all actions required by the Act to adopt, approve, authorize, confirm, and ratify the Merger, the Merger Agreement and the performance by the Terminating Corporation of all of its rights and obligations contained in the Merger Agreement.

[The remainder of this page was left blank intentionally.]

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The constituent corporations have caused these Articles to be executed and delivered by their respective duly authorized officers.

SURVIVING CORPORATION:

AHI DEVELOPMENT RESOURCES, INC.

DocuSigned by:
Shannon Nazworth
By: AB4000083030404
Shannon L. Nazworth, President

TERMINATING CORPORATION:

COMMUNITY CONNECTIONS OF
JACKSONVILLE, INC.

DocuSigned by:
Shannon Nazworth
By: AB4000083030404
Shannon L. Nazworth, President

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EXHIBIT A

Agreement and Plan of Merger

See attached.

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2024 DEC 28 PM 3:25
CLERK OF DISTRICT COURT
JACKSONVILLE, FL