

N98000002174

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

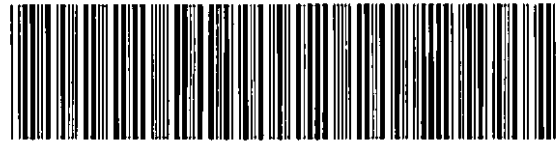
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Eff: 1-1-18

Office Use Only



900306824309

FILED
17 DEC 21 AM 8:10
SECRETARY OF STATE
TALLAHASSEE FLORIDA

2017 DEC 21 12:45:03

Merger

DEC 22 2017

D CONNELL

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

ACCOUNT NO. : I20000000195

REFERENCE : 976996 5011226

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 70.00

ORDER DATE : December 21, 2017

ORDER TIME : 2:36 PM

ORDER NO. : 976996-005

CUSTOMER NO: 5011226

ARTICLES OF MERGER

LAKEVIEW TERRACE HEALTH CARE
CENTER, LLC

INTO

COMMUNITY SUPPORTS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merging
LAKEVIEW TERRACE HEALTH CARE CENTER, LLC
With And Into
COMMUNITY SUPPORTS, INC.

FILED
17 DEC 21 AM 8:10
SECRETARY OF STATE
TALLAHASSEE FLORIDA

These Articles of Merger are submitted in order to merge the Merging Entity (as defined below) into the Survivor (as defined below), in accordance with Sections 617.0302, 617.1105, 617.1106 and 617.1108 of the Florida Not for Profit Corporation Act, and further in accordance with Sections 605.1021, 605.1022 and 605.1025 of the Florida Revised Limited Liability Company Act (the "Merger"):

ARTICLE I

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

<u>Name/Document Number</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
LAKEVIEW TERRACE HEALTH CARE CENTER, LLC – document #L040000091025 ✓	Florida	Limited Liability Company

ARTICLE II

The exact name, type of entity and jurisdiction for the surviving party (the "Survivor") are as follows:

<u>Name/Document Number</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
COMMUNITY SUPPORTS, INC. – document #N98000002174	Florida	Not for Profit Corporation

ARTICLE III

The Plan of Merger pursuant to which the Merging Entity shall be merged with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

ARTICLE IV

The effective date of the Merger shall be January 1, 2018.

ARTICLE V

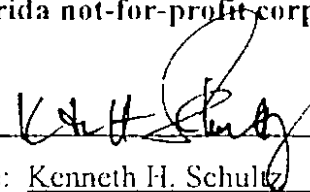
The attached Plan of Merger was approved by each domestic corporation and each domestic limited liability company that is a party to the Merger in accordance with the applicable provisions of the Florida Not for Profit Corporation Act and the Florida Limited Liability Company Act.

[Remainder of page intentionally left blank - - signature page follows]

IN WITNESS WHEREOF, these Articles of Merger are executed this 21 day of December, 2017.

SURVIVOR:

**COMMUNITY SUPPORTS, INC.,
a Florida not-for-profit corporation**

By: 

Name: Kenneth H. Schultz

Title: President

MERGING ENTITY:

**LAKEVIEW TERRACE HEALTH
CARE CENTER, LLC, a Florida limited
liability company**

By: **COMMUNITY SUPPORTS, INC.,
its sole member**

By: 

Name: Kenneth H. Schultz

Title: President

EXHIBIT A
PLAN OF MERGER

(see attached)

PLAN OF MERGER
Merging
LAKEVIEW TERRACE HEALTH CARE CENTER, LLC
With And Into
COMMUNITY SUPPORTS, INC.

The following Plan of Merger was adopted and approved by:

- (i) The Board of Directors of the not for profit corporation party to the merger, in accordance with Sections 617.1103 and 617.1108, *Florida Statutes*, and
- (ii) All of the members of the member-managed limited liability company party to the merger, in accordance with Section 605.1023, *Florida Statutes*,

and is being submitted in accordance with the relevant provisions of the Florida Not for Profit Corporation Act (the "Corporation Act") and the Florida Revised Limited Liability Company Act (the "LLC Act" and together with the Corporation Act the "Acts").

ARTICLE 1

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
LAKEVIEW TERRACE HEALTH CARE CENTER, LLC	Florida	Limited Liability Company

ARTICLE 2

The exact name, type of entity and jurisdiction of the **surviving entity** is as follows (the "Survivor"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
COMMUNITY SUPPORTS, INC.	Florida	Not for Profit Corporation

ARTICLE 3

The terms and conditions of the merger are as follows:

3.1 **The Merger**. The Merging Entity shall merge with and into Survivor (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 Entity shall cease, and the Survivor 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.** As more particularly described in an Agreement Regarding Merger and Distribution of Assets entered into between the Merging Entity and the Survivor, the Merging Entity and the Survivor 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 Acts. The Merger shall become effective upon filing of the Articles of Merger with the Florida Department of State, or such later date as may be expressly stated in the Articles of Merger (the "Effective Time").

3.3 **Additional Action.** The Survivor shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of any of the Merging Entity or the Survivor, in order to vest or to perfect or confirm of record in the Survivor the title to any property, rights, privileges, powers, licenses, and franchises of any of the Merging Entity or the Survivor.

ARTICLE 4

4.1 **Relationship of Merging Parties.** The Merging Entity is a wholly-owned subsidiary of Survivor.

4.2 **Manner and Basis of Converting Interests Generally.** Since: (i) the Merger is involves the merger of a wholly-owned subsidiary of the Survivor, and (ii) Survivor is the surviving entity, no membership interests, of the Merging Entity need be converted, and at the Effective Time all of the membership interests of the Merging Entity issued and outstanding immediately prior thereto (the "Merging Entity Interest") 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 were no rights to acquire any membership interests of the Merging Entity or the Survivor outstanding prior to the Effective Time, no conversion of such rights is necessary.

4.4 **Miscellaneous.**

(a) No interest, dividends, or other distributions shall be payable with respect to the Merging Entity Interest in connection with the Merger.

(b) From and after the Effective Time, no Merging Entity Interest shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Acts. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging Entity Interest will be required; instead, from and after the Effective Time, all Merging Entity Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging Entity shall be closed and no transfer of Merging Entity Interests shall thereafter be made (other than to reflect the cancellation of the Merging Entity Interests as a consequence of the consummation of the Merger).

ARTICLE 5

5.1 **Rights and Obligations of the Merging Entity.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Acts, from and after the Effective Time: (i) the Survivor shall possess all rights, privileges and powers of the Merging Entity, (ii) all property and assets of the Merging Entity shall vest in the Survivor without any further act or deed, and (iii) the Survivor shall assume and be liable for all liabilities and obligations of the Merging Entity. In this regard, and without limitation, Survivor shall assume and retain the right to use the following fictitious name owned by Merging Entity prior to the merger: “**Lakeview Terrace - Assisted Living Facility**”.

5.2 **Survivor Articles of Incorporation.** The Articles of Incorporation of the Survivor in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Survivor immediately following the Merger.

5.3 **Survivor Bylaws.** The Bylaws of the Survivor in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Survivor immediately following the Merger.

5.4 **Merging Entity's Organizational Documents.** The Articles of Organization and all other organizational documents, agreements and instruments relating to the Merging Entity shall be deemed terminated as of the Effective Time.

ARTICLE 6

6.1 **Amendment.** The Merging Entity and the Survivor 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 members of the Merging Entity, as appropriate, and the directors of the Survivor shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by the requisite members of the Merging Entity and the directors of the Survivor.

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 Entity and the Survivor) upon mutual written consent of the Merging Entity and the Survivor.

6.3 **Director and Member Approval.** The respective obligations of the Merging Entity and the Survivor to effect the Merger shall be subject to the Merging Entity and the

Survivor obtaining the requisite approval of the member of the Merging Entity and the directors of the Survivor, all as required by the Acts, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approvals required by the Acts, the directors and/or officers of the Survivor and the members and managers, officers of the Merging Entity are hereby authorized and directed to cause the 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.