

P96000064873

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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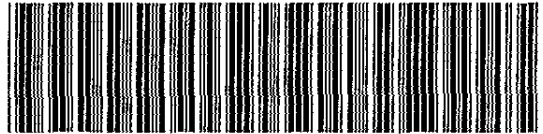
(Business Entity Name)

(Document Number)

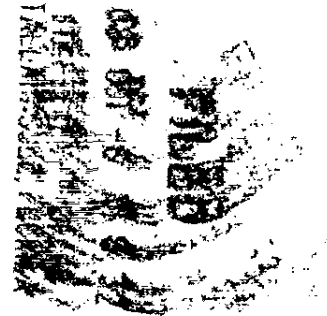
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SEP 11 1996
TALLAHASSEE, FLORIDA
03 OCT -6 AM 8:32

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CO OCT -6 PM 2:45
DEPT. OF STATE
CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 268745 4338458

AUTHORIZATION : *Norma Hull*

COST LIMIT : \$ 87.50

ORDER DATE : October 6, 2003

ORDER TIME : 11:29 AM

ORDER NO. : 268745-010

CUSTOMER NO: 4338458

CUSTOMER: Ms. Terri Denoncourt
Ocwen Financial Corporation
The Forum
1675 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401

FILED
03 OCT -6 AM 8:32
STATE
PALM BEACH, FLORIDA

ARTICLES OF MERGER

NHPAHP AFFORDABLE HOUSING
CORPORATION MICH 2

INTO

NHPAHP MI1, LIMITED
PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

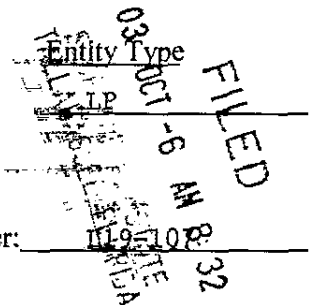
FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. NHPAHP AFFORDABLE HOUSING CORPORATION MICH 2 1675 PALM BEACH LAKES BLVD. WEST PALM BEACH, FL 33401	FLORIDA	CORPORATION
Florida Document/Registration Number: P96000064873		FEI Number: 65-0850483
2.		
Florida Document/Registration Number:		FEI Number:
3.		
Florida Document/Registration Number:		FEI Number:
4.		
Florida Document/Registration Number:		FEI Number:

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>
NHPAHP MI1, LIMITED PARTNERSHIP	MICHIGAN
_____	_____
_____	_____
Florida Document/Registration Number: N/A	FEI Number: 119-108



THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

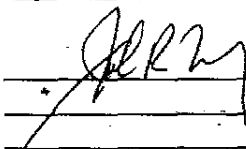
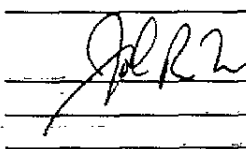
N/A

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity	Signature(s)	Typed or Printed Name of Individual
NHPAHP AFFORDABLE HOUSING CORPORATION MICH 2		JOHN R. ERBEY SECRETARY
NHPAHP M11, LIMITED PARTNERSHIP		NHPAHP DEVELOPMENT CORPORATION ITS GENERAL PARTNER BY JOHN R. ERBEY SECRETARY

(Attach additional sheet(s) if necessary)

FILED
03 OCT -6 AM 8:32
STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
NHPAHP AFFORDABLE HOUSING CORPORATION MICH 2	FLORIDA

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03 OCT -6 AM 8:32
STATE OF FLORIDA
TALLAHASSEE

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
NHPAHP MI1, LIMITED PARTNERSHIP	MICHIGAN

THIRD: The terms and conditions of the merger are as follows:

At the effective time of the merger as provided by Article ninth of the Articles of Merger (the "Effective Time"), the merging party shall be merged with and into the surviving party, the separate existence of the merging party shall cease, the surviving party shall continue in existence, and the merger shall in all respects have the effects provided for under Florida law. If at any time after the Effective Time the surviving party shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers, directors or other agents of the surviving party shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all such additional things, as are necessary or proper to carry out the provisions hereof.

(Attach additional sheet(s) if necessary)

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

All of the outstanding shares of the merged party shall be canceled and, if applicable, returned and shall cease to exist, without any conversion thereof into shares of the surviving party.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

N/A

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

Florida Document/Registration Number

NHPAHP DEVELOPMENT CORPORATION
1675 PALM BEACH LAKES BLVD.
WEST PALM BEACH, FL 33401

65-0477872

FILED
03 OCT -6 AM
TALAMON, FLORIDA

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

N/A

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

THE PLAN OF MERGER/CONSOLIDATION WAS APPROVED BY THE PARTNERS OF EACH CONSTITUENT LIMITED PARTNERSHIP IN ACCORDANCE WITH SECTION 210(3) AND BY EACH CONSTITUENT BUSINESS ORGANIZATION IN THE MANNER PROVIDED BY THE LAWS OF THE JURISDICTION IN WHICH IT IS ORGANIZED.

FILED
03-06-2015
-6 AM 8:32
TALLAHASSEE, FLORIDA

EIGHTH: Other provisions, if any, relating to the merger:

N/A

(Attach additional sheet(s) if necessary)

**NHPAHP MI 1, LIMITED PARTNERSHIP
WRITTEN CONSENT
OF THE GENERAL PARTNER**

FILED
03 OCT -6 AM 8:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, being the General Partner of NHPAHP MI 1, Limited Partnership, a Michigan limited partnership, (the "Partnership"), acting pursuant to the authority conferred upon it by the Company's Partnership Agreement and by law, does hereby consent to the adoption of the resolutions below, taking and authorizing the actions specified therein:

WHEREAS, the General Partner deems it to be in the best interest of the Partnership to merge with NHPAHP Affordable Housing Corporation MICH 2, a Florida corporation, with the Partnership being the surviving entity, and pursuant to a certain Plan of Merger, a copy of which is attached hereto (the "Plan of Merger");

RESOLVED, that the Plan of Merger substantially in the form furnished to the General Partner of the Partnership, providing for the merger of NHPAHP Affordable Housing Corporation MICH 2 into the Partnership be and hereby is approved;

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the General Partner effective as of this 31st day of July 2003, and directs that this Written Consent be filed with the minutes of the Partnership.

NHPAHP Development Corporation

William C. Erbey
Chairman and Chief Executive Officer

**NHPAHP AFFORDABLE HOUSING CORPORATION MICH 2
WRITTEN CONSENT OF THE
SOLE SHAREHOLDER**

The undersigned, being the sole shareholder of NHPAHP AFFORDABLE HOUSING CORPORATION MICH 2, a Florida corporation (the "Company"), pursuant to the authority conferred upon him by the Bylaws of the Company and by law, does hereby consent to the adoption of the resolutions below, taking and authorizing the actions specified therein:

RESOLVED, that the Plan of Merger substantially in the form furnished to the sole shareholder of the Company, providing for the merger of the Company into NHPAHP MI 1, Limited Partnership, a Michigan limited partnership, be and hereby is approved;

RESOLVED, that the officers of the Company be and each of them hereby is authorized to make all such filings, pay such fees, charges and expenses, and take such further action as may be necessary, advisable or convenient for the purpose of carrying out the foregoing resolutions and the intent thereof, and for the purpose of fully effectuating and carrying out the merger referred to in the foregoing resolutions; and

FURTHER RESOLVED, that all actions heretofore taken by the officers and directors of the Company in connection with the matters that are subject to these resolutions be and hereby are ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the 31st day of July, 2003, and directs that this Written Consent be filed with the Minutes of the Company.

**NHPAHP AFFORDABLE HOUSING
CORPORATION MICH 2**

By: William C. Erbey
Chairman and Chief Executive Officer

03 OCT -8 AM 8:32
FILED
TALLAHASSEE
FLORIDA

**NHPAHP AFFORDABLE HOUSING CORPORATION MICH 2
WRITTEN CONSENT
OF THE SOLE DIRECTOR**

03 OCT -6 PM 8:32
FILED
TALLAHASSEE, FLA

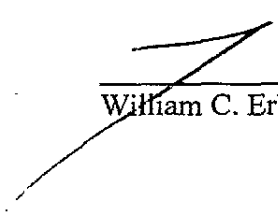
The undersigned, being the Sole Director of NHPAHP Affordable Housing Corporation MICH 2, a Florida corporation, (the "Company"), acting pursuant to the authority conferred upon him by the Bylaws of the Company and by law, do hereby consent to the adoption of the resolutions below, taking and authorizing the actions specified therein:

WHEREAS, the Sole Director deems it to be in the best interest of the Company to merge into NHPAHP MI 1, Limited Partnership, a Michigan limited partnership and pursuant to a certain Agreement and Plan of Merger, a copy of which is attached hereto (the "Plan of Merger");

RESOLVED, that the Plan of Merger substantially in the form furnished to the Sole Director of the Company, providing for the merger of the Company into NHPAHP MI 1, Limited Partnership be and hereby is approved, and that the Plan of Merger shall be submitted for consideration by the shareholder of the Company, together with the recommendation of the Sole Director that the Plan of Merger be so approved;

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Director effective as of the 31st day of July, 2003 and directs that this Written Consent be filed with the Minutes of the Company.

**NHPAHP AFFORDABLE HOUSING
CORPORATION MICH 2**



William C. Erbey

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of July 31, 2003, by and among NHPAHP MI 1, Limited Partnership, a Michigan Limited Partnership (the "Parent") and NHPAHP Affordable Housing Corporation MICH 2, a Florida Corporation and a wholly-owned subsidiary of the Parent (the "Subsidiary").

WHEREAS, the Subsidiary intends to merge into the Parent and Parent desires to merge with the Subsidiary and remain as the surviving entity; and

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I THE MERGER

Section 1.1. THE MERGER. In accordance with the provisions of this Agreement and the Michigan Compiled Laws (the "State Laws"), at the Effective Time (as defined in Section 1.4 hereof), Subsidiary shall be merged with and into the Parent (the "Merger") and the separate corporate existence of Subsidiary shall cease. The Parent shall be the Surviving Entity in the Merger (hereinafter sometimes referred to as the "Surviving Entity") and shall continue its existence under the laws of the State of Michigan. The name of the Surviving Entity shall be that of the Parent. The Merger shall have the effects set forth in the State Laws.

Section 1.2. FORMATION AND GOVERNING DOCUMENTS. The Certificate of Limited Partnership and the Partnership Agreement of the Parent immediately prior to the Effective Time shall be the Certificate of Limited Partnership and the Partnership Agreement of the Surviving Entity (the "Documents") immediately after the Effective Time.

Section 1.3. MANAGEMENT. The management of the Parent immediately prior to the Effective Time shall be the management of the Surviving Entity as of the Effective Time.

Section 1.4. EFFECTIVE TIME; CONDITIONS. Within 90 days of the date of this Agreement, Parent and Subsidiary will cause a certificate of merger or such equivalent document complying with the State Laws to be filed with the appropriate authority in accordance with the State Laws. The Merger shall become effective at the time and date of the filing of the certificate of merger or such equivalent document relating to the Merger with the appropriate authority (the "Effective Time").

ARTICLE II CONVERSION OF SHARES

All of the outstanding shares of the merged party shall be canceled and, if applicable, returned and shall cease to exist, without any conversion thereof into shares of the surviving party.

ARTICLE III
MISCELLANEOUS

Section 3.1 AMENDMENT. This Agreement and Plan of Merger shall not be amended other than pursuant to an amendment approved by the written consent of both parties hereto.

Section 3.2. GOVERNING LAW. This Agreement and Plan of Merger shall be governed by the laws of the State of Michigan.

Section 3.3 COUNTERPARTS. This Agreement and Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 3.4 HEADINGS. Headings are for reference purposes only and are not intended to modify any provision herein.

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

NHPAHP MI 1, Limited Partnership

By: NHPAHP Development Corporation,
its General Partner

By: _____

Name: JOHN R. ERBEY

Title: SECRETARY

**NHPAHP Affordable Housing
Corporation MICH 2**

By: _____

Name: JOHN R. ERBEY

Title: SECRETARY