



P99000094436

ACCOUNT NO. : 072100000032

REFERENCE : 986306 137709A

AUTHORIZATION :

*Patricia Pigato*

COST LIMIT : \$ 78.75

FILED  
01 FEB - 1 PM 4:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : February 1, 2001

ORDER TIME : 10:23 AM

ORDER NO. : 986306-005

CUSTOMER NO: 137709A

*Merger*

CUSTOMER: Erin Smith Aebel, Esq.  
Gardner Wilkes Shaheen &  
2650 Suntrust Financial Center  
401 East Jackson Street  
Tampa, FL 33602

8000003622898--1

ARTICLES OF MERGER

LAKELAND HEALTH CARE CENTER,  
INC.

INTO

SAFE HARBOUR FLORIDA HEALTH  
CARE PROPERTIES, INC.

RECEIVED  
01 FEB - 1 AM 11:23  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Sandra Mathis EXT 1165

EXAMINER'S INITIALS:

*ROE*

*402250, 00561, 00672*

*2/1/01*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

LAKELAND HEALTH CARE CENTER, INC., a Florida corporation  
P93000087334

INTO

SAFE HARBOUR FLORIDA HEALTH CARE PROPERTIES, INC., a Florida  
entity, P99000094436

File date: February 1, 2001

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Amount charged: 78.75



# RESUBMIT

Please give original  
submission date as file date.

FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

February 1, 2001

CSC  
1201 Hays Street  
Tallahassee, FL 32301

SUBJECT: SAFE HARBOUR FLORIDA HEALTH CARE PROPERTIES, INC.  
Ref. Number: P99000094436

We have received your document for SAFE HARBOUR FLORIDA HEALTH CARE PROPERTIES, INC. and the authorization to debit your account in the amount of \$78.75. However, the document has not been filed and is being returned for the following:

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey  
Corporate Specialist

Letter Number: 601A00006257

*Please see note*

RECEIVED  
01 FEB - 2 PM 3:08  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**PLAN AND ARTICLES OF MERGER**

FILED  
01 FEB - 1 PM 4:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS PLAN AND ARTICLES OF MERGER (the "Agreement") is made and entered into this 31st day of January, 2001, but effective for all purposes on the 1st day of February, 2001, by and between LAKELAND HEALTH CARE CENTER, INC. ("LAKELAND") (the "Nonsurviving Corporation"), and SAFE HARBOUR FLORIDA HEALTH CARE PROPERTIES, INC. ("SAFE HARBOUR") (the "Surviving Corporation"), both being corporations organized and existing under the laws of the State of Florida. The two corporations will sometimes be referred to in this Agreement collectively as the "Constituent Corporations" and individually as a "Constituent Corporation."

**WITNESSETH:**

**WHEREAS**, the Board of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and their respective stockholders that LAKELAND be merged with and into SAFE HARBOUR, and that SAFE HARBOUR merge LAKELAND with and into itself, as authorized by the statutes of the State of Florida and under and pursuant to the terms and conditions hereinafter set forth; and

**WHEREAS**, LAKELAND, by its Articles of Incorporation which were filed by the Florida Department of State on December 21, 1993, under the name Lakeland Health Care Center, Inc., has authorized capitalization of One Thousand Shares of Common Stock, no par, none of which are issued and outstanding; and

**WHEREAS**, SAFE HARBOUR, by its Articles of Incorporation which were filed by the Florida Department of State on October 25, 1999 under the name Safe Harbour Florida Health Care

Properties, Inc., has an authorized capitalization of Ten Thousand Shares Common Stock, no par, 1,000 of which are issued and outstanding; —

**NOW THEREFORE**, the Constituent Corporations, by and between themselves and their respective Boards of Directors and stockholders, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do hereby agree each with the other that the Nonsurviving Corporation be merged with and into the Surviving Corporation, and that the Surviving Corporation merge the Nonsurviving Corporation with and into itself pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribe the terms and conditions of such merger and the mode of carrying the same into effect in the following Plan and Articles of Merger:

#### **ARTICLE I**

LAKELAND shall become and hereby is merged with and into SAFE HARBOUR and SAFE HARBOUR shall and hereby does merge LAKELAND with and into itself. SAFE HARBOUR shall be the surviving corporation of the merger and shall be governed by the laws of the State of Florida.

#### **ARTICLE II**

The manner and the basis of converting the outstanding shares of capital stock of the Constituent Corporations into the capital stock of the Surviving Corporation in the merger, on the basis of fair values assigned to such outstanding shares, shall be as follows:

(a) Upon the effectiveness of the merger, each issued and outstanding share of the common stock of the Surviving Corporation, whether voting or non-voting, shall continue and remain unchanged as one share of the common stock of the Surviving Corporation.

(b) Upon the effectiveness of the merger, each issued and outstanding share of the common stock of the Nonsurviving Corporation, whether voting or non-voting, shall, without further action on the part of the holder thereof, be null and void, canceled, and of no further force or effect.

(c) The Surviving Corporation will issue no new shares or certificates in connection with the merger.

(d) As soon as practical after the effective date of the merger, each holder of a certificate or certificates representing outstanding shares of common stock of the Nonsurviving Corporation, whether voting or non-voting, shall surrender such certificate or certificates to be canceled in the corporate records of such Nonsurviving Corporation. No further tender of shares or certificates shall be required as a result of the merger.

### **ARTICLE III**

The terms and conditions of the merger are as follows:

(a) Until altered, amended, changed or repealed, the Articles of Incorporation of the Surviving Corporation in effect on the effective date of the merger shall be the Articles of Incorporation of the Surviving Corporation in the merger.

(b) Until altered, amended or repealed as provided therein, the By-Laws of the Surviving Corporation in effect on the effective date of the merger shall be the By-Laws of the Surviving Corporation.

(c) The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, title to any property or rights of the Constituent Corporations, the proper officers and directors of the Constituent Corporations shall execute and make all such proper assignments and assurances and do all things necessary or appropriate to vest title in such property or rights in the Surviving Corporation, or otherwise, to carry out the intent or accomplish the purposes of this Agreement.

#### **ARTICLE IV**

(a) This Agreement and the merger contemplated by it were approved and adopted by resolutions of the Board of Directors and stockholders of the Constituent Corporations by the unanimous written consent of all stockholders and directors of such corporations on the 30th day of January, 2001.

(b) Upon the approval of this Agreement by the Department of State and the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida, as well as the filing of this Agreement by the Department of State of the State of Florida, the merger shall be effective on the 1st day of February, 2001.

## ARTICLE V

In order to facilitate the filing and recording of this Agreement the same may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and, such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be executed and acknowledged in accordance with the laws of the State of Florida and the respective corporate seals affixed thereto.

ATTEST:

SAFE HARBOUR FLORIDA HEALTH  
CARE PROPERTIES, INC.

Donald G. Larder  
Donald G. Larder, Secretary

By: Donald G. Larder  
Donald G. Larder, President

(SEAL)

ATTEST:

LAKELAND HEALTH CARE  
CENTER, INC.

Donna Mikula  
Donna Mikula, Secretary

By: Donald G. Larder  
Donald G. Larder, President

(SEAL)



STATE OF New York  
COUNTY OF Erie

The foregoing instrument was acknowledged before me this 30 day of January, by Donald G. Larder, as President of Safe Harbour Florida Health Care Properties, Inc., for and on behalf of such corporation, who is personally known to me or who has produced TN Drivers License as identification.

IN WITNESS WHEREOF, I have set my hand and seal of office the day and year aforesaid.

Catherine R. Gilham  
Notary Public

My Commission Expires:

CATHERINE R. GILHAM #4953115  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 7/3/01

STATE OF New York  
COUNTY OF Erie

The foregoing instrument was acknowledged before me this 30 day of January, by Donald G. Larder, as President of Lakeland Health Care Center, Inc., for and on behalf of such corporation, who is personally known to me or who has produced TN Drivers License as identification.

IN WITNESS WHEREOF, I have set my hand and seal of office the day and year aforesaid.

Catherine R. Gilham  
Notary Public

My Commission Expires:

CATHERINE R. GILHAM #4953115  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 7/3/01