

Apr. 30. 2021 9:54AM

GRAY ROBINSON

No. 1663 P. 1

Page 1 of 2

Division of Corporations

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769699

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MERGER OR SHARE EXCHANGE
LIFE CARE PONTE VEDRA, INC.

Certificate of Status	0
Certified Copy	1
Page Count	12
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78.75

SECRETARY OF STATE
TALLAHASSEE, FL

2021 APR 30 PM 2:10

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ARTICLES OF MERGER

VICAR'S LANDING AT OAK BRIDGE, LLC,
a Florida limited liability company

with and into

LIFE CARE PONTE VEDRA, INC.,
a Florida Not for Profit Corporation

FILED
2021 APR 30 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FL.

These Articles of Merger ("Articles of Merger") are submitted in order to merge **VICAR'S LANDING AT OAK BRIDGE, LLC**, a Florida limited liability company, with and into **LIFE CARE PONTE VEDRA, INC.**, a Florida not for profit corporation (the "Merger"), in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act) and Chapter 617, Florida Statutes (the Florida Not For Profit Corporation Act) (collectively, the "Acts"):

ARTICLE I
Merging LLC

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
VICAR'S LANDING AT OAK BRIDGE, LLC L18000131047	Florida	Limited Liability Company (member managed)

ARTICLE II
Surviving Entity

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
LIFE CARE PONTE VEDRA, INC. 769699	Florida	Not for Profit Corporation

ARTICLE III
Approval and Plan of Merger

The Plan of Merger pursuant to which the Merging LLC shall be merged with and into the Surviving Corporation (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by this reference. In accordance with the applicable provisions of the respective Acts, the Merger and the Plan of Merger were approved by: (i) the Merging LLC, (ii) the Surviving Corporation, and (iii) the Sole Member of the Merging LLC and Board of Directors of the Surviving Company by Consent to Action In Lieu of Special Meeting by each of the Merging Company and the Surviving Company on April 13, 2021.

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ARTICLE IV**No Changes to Surviving Corporation's Existing Articles of Incorporation**

The Surviving Corporation exists before the Merger and is a domestic filing entity. In accordance with the Plan of Merger, the Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time (defined below) shall remain in effect immediately following the Merger.

ARTICLE V**Appraisal Rights**

The sole member of the Merging LLC immediately prior to the Merger is the Surviving Corporation, and such member neither has demanded nor asserted appraisal rights in connection with this Merger.

ARTICLE VI**Effective Time**

The Merger and these Articles of Merger shall be effective upon filing of these Articles of Merger with the Florida Secretary of State.

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IN WITNESS WHEREOF, these Articles of Merger are dated the 30th day of April, 2021, to be effective upon filing with the Florida Secretary of State.

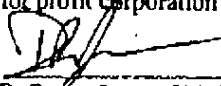
"MERGING LLC"

VICAR'S LANDING AT OAK BRIDGE, LLC,
a Florida limited liability company

By: 
D. Bruce Jones, Chief Executive Officer

"SURVIVING CORPORATION"

LIFE CARE PONTE VEDRA, INC., a Florida
not for profit corporation

By: 
D. Bruce Jones, Chief Executive Officer

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "*Agreement*"), dated effective as of April 30th, 2021, is by and between **LIFE CARE PONTE VEDRA, INC.** (the "*Surviving Corporation*"), a Florida not for profit corporation that is organized and operated under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"), **VICAR'S LANDING AT OAK BRIDGE, LLC** (the "*Merging Entity*"), a Florida limited liability company that is a disregarded entity for federal income tax purposes and treated as such in accordance with Internal Revenue Service Announcement 99-102 and whose sole member is the Surviving Corporation, and **LIFE CARE PASTORAL SERVICES, INC.** (the "*Parent*"), a Florida not for profit corporation that is organized and operated under Section 501(c)(3) of the Code and that is Surviving Corporation's sole member organization.

WHEREAS, to facilitate, improve and consolidate the operations of Merging Entity and Surviving Corporation, the Surviving Corporation and Parent desire that Merging Entity merge with and into Surviving Corporation and that Surviving Corporation continue as the surviving corporation in such merger, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Florida;

WHEREAS, the respective Boards of Directors of Merging Entity and Surviving Corporation have approved this Agreement; and

WHEREAS, Parent, as Surviving Corporation's sole member organization, has also approved this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree to merge as follows:

ARTICLE I
Merger

1.1. **Merger.** Subject to the terms and conditions of this Agreement, Merging Entity shall be merged with and into Surviving Corporation (the "*Merger*") in accordance with the Florida Not For Profit Corporation Act and the Florida Revised Limited Liability Company Act. The separate existence of Merging Entity shall cease and Surviving Corporation shall be the surviving corporation and continue its corporate existence under the laws of the State of Florida.

1.2. **Effect of the Merger.** At the Effective Time of the Merger (as hereinafter defined), Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of Merging Entity and Surviving Corporation; all property, real, personal and mixed, all debts due on any account, and all other choses in action, and every other interest of or belonging to or due to each of Merging Entity and Surviving Corporation shall vest in Surviving Corporation without any further act or deed; the title to any real estate or any interest therein vested in Merging Entity shall not revert nor in any way become impaired by reason of the Merger; Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of Merging Entity and Surviving Corporation; a claim of or against or a pending proceeding by or against Merging Entity or Surviving

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Corporation may be prosecuted as if the Merger had not taken place, or Surviving Corporation may be substituted in the place of Merging Entity; and neither the rights of creditors nor any liens upon the property of Merging Entity or Surviving Corporation shall be impaired by the Merger.

1.3. Effective Time of the Merger. The Merger shall become effective upon filing of Articles of Merger with the Florida Department of the Secretary of State (the "*Effective Time*").

ARTICLE 2

Name, Certificate of Incorporation, Bylaws, Directors and Officers of Surviving Corporation

2.1. Name and Domicile of Surviving Corporation. The name of Surviving Corporation is LIFE CARE PONTE VEDRA, INC. Surviving Corporation is duly organized, validly existing and in good standing under the Florida Not For Profit Corporation Act.

2.2. Articles of Incorporation. The Articles of Incorporation of Surviving Corporation, as in effect at the Effective Time, shall be the Articles of Incorporation of Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the Florida Not For Profit Corporation Act.

2.3. Bylaws. The Bylaws of Surviving Corporation shall be the Bylaws of Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the Florida Not For Profit Corporation Act.

2.4. Directors and Officers. The directors and officers of Surviving Corporation at the Effective Time shall remain as the directors and officers of Surviving Corporation from and after the Effective Time and shall hold office in accordance with the Articles of Incorporation and Bylaws of Surviving Corporation and until their successors are duly elected and qualified.

ARTICLE 3

Merging Entity Information; No Consideration Due.

3.1. As of the Effective Time, inasmuch as the sole member of the Merging Entity is the Surviving Corporation, all membership interests of the Merging Entity will be cancelled as of the Effective Time of the Merger. Since there were no rights to acquire any membership interests of the Merging Entity outstanding prior to the Effective Time of the Merger, no conversion of such rights is necessary.

3.2. No consideration shall be due or payable in connection with the Merger.

ARTICLE

Approvals; Consents

4.1. Merging Entity: Member Approval. This Agreement and the Merger were duly adopted and approved effective as of April 13, 2021 by Merging Entity's sole Member, the

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Surviving Corporation, in accordance with the applicable provisions of the Florida Revised Limited Liability Company Act and in accordance with its constituent documents.

4.2. Surviving Corporation: Director Approval. This Agreement and the Merger were duly adopted and approved effective as of April 13, 2021 by Surviving Corporation's Board of Directors and by the Parent, in its capacity as the sole member organization of Surviving Corporation, in accordance with the applicable provisions of the Florida Not For Profit Corporation Act and in accordance with their constituent documents.

4.3. Consents. Any and all consents, permits, authorizations, approvals and orders deemed, in the discretion of Merging Entity or Surviving Corporation, to be material to the consummation of the Merger shall be obtained prior to the Effective Time.

ARTICLE 5

Representations of Merging Entity and Surviving Corporation

5.1. Representations of Merging Entity. Merging Entity represents to Surviving Corporation and Parent that the statements contained in this Section 5.1 are true and correct as of the date hereof.

(a) Organization and Qualification of Merging Entity. Merging Entity is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has all necessary company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the business and activities as currently conducted by it. Merging Entity is duly licensed or qualified to do business and is in good standing in the State of Florida.

(b) Authority of Merging Entity. Merging Entity has all necessary company power and authority to enter into this Agreement, to carry out its obligations hereunder and hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Merging Entity of this Agreement, the performance by Merging Entity of its obligations hereunder and the consummation by Merging Entity of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Merging Entity. This Agreement has been duly executed and delivered by Merging Entity, and (assuming due authorization, execution and delivery by Surviving Corporation) this Agreement constitutes a legal, valid and binding obligation of Merging Entity, enforceable against Merging Entity in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) No Conflicts; Consents. The execution, delivery and performance by Merging Entity of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in a violation or breach of any provision of the articles of organization or operating agreement of Merging Entity; (b) result in a violation or breach of any provision of any applicable law or governmental order applicable to Merging Entity or its business or assets; (c) require the consent, notice or other action by any person, entity or

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governmental authority or agency; or (d) conflict with, result in a violation or breach of, or constitute a default under any contract, agreement, relationship or instrument to which Merging Entity is a party.

(d) Title to Property; Condition. Merging Entity has good and valid title to, or a valid leasehold interest in, all of its property and assets, free and clear of all liens, claims or other encumbrances. Each item of tangible personal property owned or used by Merging Entity is in working condition and repair, free from any material defects but ordinary wear and tear excepted, and usable in the operation of its programs and activities in the ordinary course consistent with past practices.

(e) Compliance with Laws; Permits. Merging Entity is in material compliance with all laws, rules and regulations applicable to the conduct of its business as currently conducted or the ownership and use of its properties and assets. All permits, licenses, accreditations, certifications and authorizations of any governmental authority or private accrediting agency required for Merging Entity to conduct its business and operate its programs as currently conducted or for the ownership and use of its properties and assets have been obtained by Merging Entity and are valid and in full force and effect. Neither Merging Entity, nor any officer, director or employee of Merging Entity, nor any agent or representative of Merging Entity, acting in such capacity, has used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) directly or indirectly violated or taken any act in furtherance of violating any provision of any applicable laws, rules or regulations relating to anti-bribery or anti-corruption; or (iii) made any other payment or provided anything of value to anyone in violation of applicable laws, rules or regulations.

(f) No Undisclosed Liabilities. Merging Entity has no liabilities, obligations or commitments of any nature whatsoever, absolute or contingent, accrued or unaccrued, or otherwise, except those which are adequately reflected or reserved against in Merging Entity's most recent financial statements (copies of which have been provided to Surviving Corporation), and those which have been incurred in the ordinary course of Merging Entity's business consistent with past practice since the date of such financial statements.

(g) Tax Matters.

(i) Merging Entity is a disregarded entity for federal income tax purposes and treated as such in accordance with Internal Revenue Service Announcement 99-102, whose sole member is the Surviving Corporation. Merging Entity has been operated since its organization in accordance with the rules, regulations and laws governing tax-exempt organizations described in Section 501(c)(3) of the Code. Merging Entity is qualified and in good standing as a tax-exempt organization under Florida law for sales tax, use tax and other applicable tax purposes.

(ii) As a disregarded entity, the sole member of which is Surviving Corporation, the nature and scope of Merging Entity's business and activities are consistent with and in furtherance of (A) the tax exempt purpose of Surviving Corporation and (B) the mission statement of Surviving Corporation.

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5.2. Representations of Surviving Corporation. Surviving Corporation represents to Merging Entity and Parent that the statements contained in this Section 5.2 are true and correct as of the date hereof.

(a) Organization and Qualification of Surviving Corporation. Surviving Corporation is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all necessary corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the business and activities as currently conducted by it. Surviving Corporation is duly licensed or qualified to do business and is in good standing in the State of Florida.

(b) Authority of Surviving Corporation. Surviving Corporation has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Surviving Corporation of this Agreement, the performance by Surviving Corporation of its obligations hereunder and the consummation by Surviving Corporation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Surviving Corporation. This Agreement has been duly executed and delivered by Surviving Corporation, and (assuming due authorization, execution and delivery by Surviving Corporation) this Agreement constitutes a legal, valid and binding obligation of Surviving Corporation, enforceable against Surviving Corporation in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) Tax Matters.

(i) Surviving Corporation is a tax-exempt organization described in Section 501(c)(3) of the Code in good standing and no facts or circumstances have occurred which could cause the IRS Determination Letter issued to Surviving Corporation and dated May 11, 1998 (the "Determination Letter") to be revoked. Surviving Corporation is exempt from federal income taxation (except for taxation on unrelated trade or business income under Section 511 of the Code) under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and Surviving Corporation is not a "private foundation" as defined in Section 509(a) of the Code.

(ii) The nature and scope of Surviving Corporation's business and activities are consistent with and in furtherance of the tax exempt purpose of Surviving Corporation that served as the basis upon which the IRS issued the Determination Letter, and the terms of Surviving Corporation's mission statement are consistent with and in furtherance of such tax exempt purpose.

(iii) As the sole Member of Merging Entity, the Surviving Corporation is fully aware of the tax exempt purpose and mission statement of Merging Entity, and the nature and scope of the business and activities conducted by Merging Entity as of the date hereof,

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which are consistent with and in furtherance of Surviving Corporation's tax exempt purpose and its mission statement.

ARTICLE 6

General

6.1. **Termination and Abandonment.** This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time, whether before or after the adoption and approval of this Agreement by the Parent, by action of the Board of Directors of Surviving Corporation or sole Member of Merging Entity, if the Board of Directors or sole Member of any such entity determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of Merging Entity or Surviving Corporation, as applicable. In the event of termination of this Agreement, this Agreement shall become void and of no effect and there shall be no liability on the part of either Merging Entity or Surviving Corporation or their respective Boards of Directors or member.

6.2. **Amendment.** This Agreement may be amended at any time prior to the Effective Time with the mutual consent of the sole Member of Merging Entity and the Board of Directors of Surviving Corporation; provided, however, that this Agreement may not be amended in any manner which, in the judgment of the sole Member of Merging Entity or Board of Directors of Surviving Corporation, would have a material adverse effect on the rights of their members or in any manner not permitted under applicable law.

6.3. **Deferral.** Consummation of the transactions herein provided for may be deferred by the sole Member of Merging Entity or Board of Directors of Surviving Corporation for a reasonable period of time if such sole Member and/or Board of Directors determines that such deferral would be, for any reason, in the best interests of Merging Entity and Surviving Corporation.

6.4. **Headings.** The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

6.5. **Further Assurances.** From time to time, as and when required by Surviving Corporation, there shall be executed and delivered on behalf of Merged Corporation such deeds and other instruments, and there shall be taken or caused to be taken by Surviving Corporation all such further and other action, as shall be appropriate or necessary in Surviving Corporation's sole discretion, in order to vest, perfect or confirm, of record or otherwise, in Surviving Corporation the title to and possession of powers, rights and authority of the Merged Corporation and otherwise to carry out the purposes of this Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of Merged Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

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6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

6.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.

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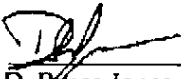
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, as of the day and year first above written.

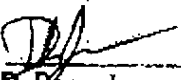
"MERGING ENTITY"

VICAR'S LANDING AT OAK BRIDGE, LLC, a Florida limited liability company

By: 
D. Bruce Jones, Chief Executive Officer


"SURVIVING CORPORATION"

LIFE CARE PONTE VEDRA, INC., a Florida not for profit corporation

By: 
D. Bruce Jones, Chief Executive Officer

"PARENT"

LIFE CARE PASTORAL SERVICES, INC., a Florida not for profit corporation

By: 
D. Bruce Jones, Chief Executive Officer