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TALLAHASSEE, FLORIDA

Roberts OCT 07 2010

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: COUNTRY CLUB REALTY OF SEBRING, INC
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

ROBIN A. REED

Contact Person

REED CPA

Firm/Company

1 HAMMOCK FALLS CIR

Address

SEBRING, FL 33872

City/State and Zip Code

rob@robreedcpa.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

ROB REED

Name of Contact Person

At (863)

382-6575

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
COUNTRY CLUB REALTY OF SEBRING, INC.	FLORIDA	L89630

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
COUNTRY CLUB REALTY OF SEBRING, INC.	FLORIDA	L89630
HAMMOCK FALLS, INC.	FLORIDA	P04000127503
_____	_____	_____
_____	_____	_____
_____	_____	_____

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FLORIDA

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on JULY 31, 2010.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on JULY 31, 2010.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

COUNTRY CLUB REALTY+

Kimberly B. Reed
K. B. Reed

KIMBERLY B. REED, PRESIDENT

HAMMOCK FALLS, INC

ROBIN A. REED, PRESIDENT

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

COUNTRY CLUB REALTY OF SEBRING, Inc FLORIDA

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

COUNTRY CLUB REALTY OF SEBRING, INC. FLORIDA

HAMMOCK FALLS, INC. FLORIDA

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

THE MERGING CORPORATIONS GRANT AND DISPOSE OF ALL THEIR ASSETS AND LIABILITIES TO THE SURVIVING CORPORATION AND THE SURVIVING CORPORATION ACCEPTS AND ACKNOWLEDGES THE TERMS OF THE AGREEMENT AND PLAN OF MERGER, ATTACHED HEREIN.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

ONE SHARE OF CCR STOCK IS ISSUED FOR EACH SHARE OF HF SHARES MERGED.

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is made as of July 31, 2010 (the Agreement), by and between Country Club Realty of Sebring, Inc. a Florida corporation, ("CCR"), and HAMMOCK FALLS, INC., a Florida corporation, ("HF").

R E C I T A L S

- A. CCR is a Florida corporation.
- B. HF is a Florida corporation.
- C. The respective Boards of Directors of CCR and HF have each determined that it is in the best interest of their respective corporations and members to combine their respective corporations and membership.
- D. In furtherance of such combination, the Boards of Directors of CCR and HF have each adopted this Agreement and approved the merger (the Merger) of HF into CCR in accordance under the terms and conditions set forth herein and in accordance with law.

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

- 1. Merger.
 - a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), HF shall be merged with and into CCR whereupon the separate existence of HF will cease and CCR shall be the surviving corporation in the merger (the Surviving Corporation).
 - b. As soon as practicable after satisfaction or waiver of the conditions to obligations of the parties to consummate the Merger, HF and CCR will file articles of merger (the Articles of Merger) with the proper authorities and make all other filings or recordings required by applicable law in connection with the Merger.
 - c. The merger shall be effective at such time as the Articles of Merger are duly filed or at such later time as is specified in the Articles of Merger (the Effective Date). It is contemplated that the Effective Date will be on or about September 30, 2010.
 - d. From and after the Effective Date, title to all real estate and other property owned by HF and CCR shall be vested in the Surviving Corporation and the Surviving Corporation shall have all liabilities of HF and CCR.
- 2. Surviving Corporation.
 - a. The Articles of Incorporation of the Surviving Corporation in effect at the Effective date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.
 - b. The Bylaws of Surviving Corporation shall be substantially in the form already established.
 - c. BLANK
 - d. As of the Effective Date, all the active stockholders and/or members of HF and all the active stockholders and/or members of CCR shall become stockholders and/ or members

of the Surviving Corporation by virtue of the merger and without any action on the part of the member thereof.

e. Subsequent to or simultaneous with the merger becoming effective, the name of the Surviving Corporation shall be Country Club Realty of Sebring, Inc.

Representations and Warranties.

a. CCR represents and warrants to HF that:

i. CCR is duly organized, validly existing and in good standing under the laws of the State of Florida.

ii. CCR has made available to HF complete and correct copies of its Articles of Incorporation and Bylaws.

iii. CCR has made available to HF copies of its financial statements for the years 2006-date (the CCR Financial Statements).

iv. Since the date of the last financial statement provided to HF, CCR has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of CCR except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

v. Except as disclosed in the CCR Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of CCR's officers (the CCR Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the CCR officers that would reasonably be expected to result in any adverse claims against CCR.

b. HF represents and warrants to CCR that:

i. HF is duly organized, validly existing and in good standing under the laws of the State of Florida.

ii. HF has made available to CCR complete and correct copies of its Articles of Incorporation and Bylaws.

iii. HF has made available to CCR copies of its financial statements for the years 2006-date (the HF Financial Statements).

iv. Since the date of the last financial statement provided to CCR, HF has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of HF except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

v. Except as disclosed in the HF Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of HF's officers (the HF Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the HF officers that would reasonably be expected to result in any adverse claims against HF.

4. Covenants.

a. CCR covenants and agrees after the date hereof and until the Effective Date:

- i. The business of CCR shall be conducted in the ordinary and usual course and, to the extent consistent therewith. CCR shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.
 - ii. CCR shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of HF.
 - iii. CCR and its directors and officers shall use their best efforts to obtain the consent of its members and to take all other action necessary to consummate the merger contemplated herein.
 - iv. CCR will coordinate with HF all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
 - b. HF covenants and agrees after the date hereof and until the Effective Date:
 - i. The business of HF shall be conducted in the ordinary and usual course and, to the extent consistent therewith. HF shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.
 - ii. HF shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of CCR.
 - iii. HF and its directors and officers shall use their best efforts to obtain the consent of its members and to take all other action necessary to consummate the merger contemplated herein.
 - iv. HF will coordinate with CCR all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
5. Membership Approvals. 100% of the stockholders of both corporations have consented to the terms and conditions of this Merger Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

COUNTRY CLUB REALTY OF SEBRING, INC.
SURVIVING CORPORATION

By Kimberly B. Reed
Kimberly B. Reed, President

HAMMOCK FALLS, INC.

By Robin A. Reed
Robin A. Reed, President