

RESUBMISSION

Please give initial filing date of 5.29.2020 as shown on the

enclosed fax transmittal confirmation sheet and 6.1.2020 effective date

N05000007893

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : HAILE, SHAW & PFAFFENBERGER, P.A.
Account Number : 076326003550
Phone : (561) 627-8100
Fax Number : (561) 622-7603

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: rriccardi@fellowshipliving.com

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2020 MAY 29 PM 2:30

FILED

52:47:00
6-01-2020

MERGER OR SHARE EXCHANGE FELLOWSHIP RECOVERY COMMUNITY ORGANIZATION, INC.

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 0 |
| Page Count | 6 |
| Estimated Charge | \$70.00 |

FAN: H20000161612 3

**ARTICLES OF MERGER
FOR
NOT FOR PROFIT CORPORATIONS**

The following Articles of Merger are submitted to merge the following Florida-Not-For Profit Corporations in accordance with Section 617.1105, Florida Statutes.

FIRST: The exact name, form/entity type and jurisdiction of the merging limited liability company is as follows:

| Name of Entity | Jurisdiction | Form/Entity Type |
|--|--------------|------------------|
| Fellowship Foundation Recovery Community Organization, Inc. | Florida | Not-for-Profit |

SECOND: The exact name, form/entity type and jurisdiction of the surviving corporation is as follows:


| Name of Entity | Jurisdiction | Form/Entity Type |
|---|--------------|------------------|
| Fellowship Recovery Community Organization, Inc. (f/k/a Fellowship Living Facilities, Inc.) | Florida | Not-For-Profit |

THIRD: The plan of merger is attached

FOURTH: The merger shall become effective on June 1, 2020.

FIFTH: The Board of Directors voted unanimously to adopt the Plan of Merger on May 22, 2020.

FELLOWSHIP FOUNDATION RECOVERY
COMMUNITY ORGANIZATION, INC.

By: 
Name: Richard Riccardi
Title: CEO

FELLOWSHIP RECOVERY COMMUNITY
ORGANIZATION, INC.
(f/k/a Fellowship Living Facilities, Inc.)

By: 
Richard V. Riccardi, CEO

2020 MAY 29 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

FAN: H20000161612 3

FAN: H20000161612 3

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of the 28 day of May, 2020, by and between Fellowship Foundation Recovery Community Organization, Inc., a Florida not-for-profit corporation ("RCO"), and Fellowship Recovery Community Organization, Inc., a Florida not-for-profit corporation formerly known as Fellowship Living Facilities, Inc., a Florida not-for-profit corporation ("FLF"). RCO and FLF are from time to time herein referred to as the "Constituent Entities."

RECITALS

WHEREAS, each of RCO and FLF are not-for-profit corporations duly organized and existing under the laws of the State of Florida, and each has qualified as a corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, the "IRC").

WHEREAS, each of (a) the Board of Directors of RCO, and (b) the Board of Directors of FLF have deemed it advisable and in the best interest of their respective organizations to merge RCO with and into FLF upon the terms and conditions set forth in this Agreement, all pursuant to the Florida Not-For-Profit Corporation Act (Chapter 617, Florida Statutes) and the Florida Business Corporation Act (Chapter 607 Florida Statutes).

WHEREAS, each of the Constituent Entities has adopted the Plan of Merger embodied in this Agreement, which has been approved by the Board of Directors of each of RCO and FLF, respectively.

NOW, THEREFORE, in consideration of the terms hereof, the Constituent Entities do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I **The Merger**

1.01 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as defined below), FLF will change its name to Fellowship Recovery Community Organization, Inc., or such similar name as may be agreed upon by the Parties if that such name is unavailable for its intended use and will adopt and file with the State of Florida amended Articles of Incorporation and will adopt amended Bylaws in the form attached hereto as composite Exhibit A; RCO shall be merged with and into FLF in accordance with the applicable laws of the States of Florida (the "Merger"). The separate existence of RCO shall cease, and FLF shall be the surviving nonprofit corporation (the "Surviving Entity") and will continue its corporate existence under the laws of the State of Florida.

1.02 Effective Date. The Merger shall become effective on the date and at the time of filing of the Articles of Merger, in substantially the form annexed hereto as Exhibit B, with the Secretary of State of the State of Florida (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such state prerequisite to such filing.

FAN: H20000161612 3

FAN: H20000161612 3

1.03 Articles of Incorporation. On the Effective Date, the Articles of Incorporation of FLF, as in effect immediately prior to the Effective Date, shall be amended and restated and shall continue in full force and effect as the Articles of Incorporation of the Surviving Entity.

1.04 Bylaws. On the Effective Date, the Bylaws of FLF, as in effect immediately prior to the Effective Date, shall be amended and restated in the form set forth on **Exhibit A** as the Bylaws of the Surviving Entity.

1.05 Directors and Officers. On the Effective Date, the directors and officers of FLF, as in effect immediately prior to the Effective Date, shall continue as the officers and directors of the Surviving Entity.

ARTICLE II

Effect of the Merger

2.01 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Entity, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of RCO and FLF; FLF will continue its corporate existence as a Florida not-for-profit corporation that is exempt from federal taxes pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and shall continue to conduct its activities and its business consistent with the purposes stated in its governing documents and pursuant to applicable state and federal law. All property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of RCO and FLF on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein vested in RCO or FLF, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of RCO and FLF shall be preserved unimpaired, and all liens upon the property of RCO or FLF shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective entities shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

2.02 Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of RCO such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Entity the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of RCO and otherwise to carry out the purposes of this Agreement, and the officers of the Surviving Entity are fully authorized in the name and on behalf of RCO or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments. Following the Effective Time and at time reasonably determined by the Constituent Entities, the Surviving Entity shall file all necessary documentation if any with the Internal Revenue Service to provide notice of the Merger for purposes of presenting the Surviving Entity's exempt status under the IRC or otherwise.

FAN: H20000161612 3

FAN: H20000161612 3

ARTICLE III
Miscellaneous

3.01 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors, of either RCO or FLF or both, notwithstanding the approval of this Agreement by each Board of Directors, irrespectively, of RCO and FLF.

3.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors, of either RCO or FLF or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the Board of Directors, of either Constituent Entity shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of any such Constituent Entity.

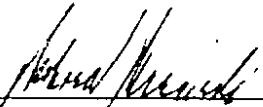
3.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

3.04 Electronic Signatures. The execution and delivery of this Agreement by electronic transmission shall constitute a valid and binding execution and delivery of this Agreement, and copies of such electronic transmission shall constitute enforceable original documents.

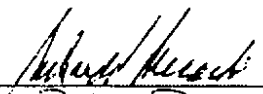
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

**FELLOWSHIP RECOVERY COMMUNITY
ORGANIZATION, INC.**

(f/k/a Fellowship Living Facilities, Inc.)

By: 
Richard V. Riccardi, CEO

**FELLOWSHIP FOUNDATION RECOVERY
COMMUNITY ORGANIZATION, INC.**

By: 
Name: Richard Riccardi
Title: CEO

FAN: H20000161612 3



June 8, 2020

FLORIDA DEPARTMENT OF STATE

Division of Corporations

FELLOWSHIP RECOVERY COMMUNITY ORGANIZATION, INC.

451 BANKS RD

UNIT # 8

MARGATE, FL 33063US

SUBJECT: FELLOWSHIP RECOVERY COMMUNITY ORGANIZATION, INC.

REF: N05000007893

We have received your document for FELLOWSHIP RECOVERY COMMUNITY ORGANIZATION, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

Please remove Exhibit A from the first page of the document. TJust need to state Plan of Merger is attached. Please remove Exhibit A & B, we do not file Bylaws.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Octavia L Simmons

Regulatory Specialist II Supervisor

FAX Aud. #: H20000161612

Letter Number: 820A00011235