

Division of Corporations

NO80000010026

Florida Department of State
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STATE
DIVISION OF CORPORATIONS
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MERGER OR SHARE EXCHANGE
Foundation for Successful Aging, Incorporated

Certificate of Status	0
Certified Copy	0
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Merger

13 DEC 16 AM 9:18

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FLORIDA

EFFECTIVE DATE

Jan. 01, 2014

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ARTICLES OF MERGER
(Not for Profit Corporations)

The following articles of merger are being submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
FOUNDATION FOR SUCCESSFUL AGING, INCORPORATED, which, in accordance with the attached Plan of Merger, shall be known upon the effective date of the merger as MOORINGS PARK FOUNDATION, INC.	Florida	N08000010026

13 DEC 16 AM 9:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND: The name and jurisdiction of the merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
MOORINGS PARK FOUNDATION, INC.	Florida	N96000003587

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on January 1, 2014, a date which is after the date the Articles of Merger will be filed with the Florida Department of State.

FIFTH: The plan of merger was adopted by the sole member of the surviving corporation on October 31, 2013.

SIXTH: There are no members of the merging corporation entitled to vote on the plan of merger. The plan of merger was adopted by the board of directors of the merging corporation at a meeting on November 18, 2013 at which a quorum was present. The number of directors in office was sixteen (16). The vote for the plan was as follows: thirteen (13) FOR and zero (0) AGAINST, with three (3) directors not in attendance.

SEVENTH: Signatures for each corporation:

FOUNDATION FOR SUCCESSFUL AGING, INCORPORATED

MOORINGS PARK FOUNDATION, INC.

By: 
ALAN R. KOREST
Chairman of Board of Directors

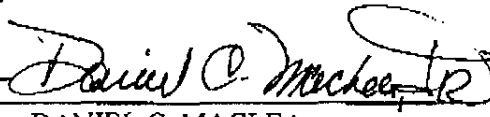
By: 
DANIEL C. MACLEA
Chairman of Board of Directors

Exhibit A

Amended and Restated Bylaws

See attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November 18, 2013, by and between FOUNDATION FOR SUCCESSFUL AGING, INCORPORATED, a Florida not for profit corporation (the "Surviving Corporation") and MOORINGS PARK FOUNDATION, INC., a Florida not for profit corporation (the "Merging Corporation"). The Surviving Corporation and the Merging Corporation shall be referred to herein each as a "Constituent Corporation" and, collectively, as the "Constituent Corporations."

WITNESSETH:

The Board of Directors and the sole member of the Surviving Corporation and the Board of Directors of the Merging Corporation have determined that it is advisable and in the best interests of the respective Constituent Corporations that the Merging Corporation be merged with and into the Surviving Corporation and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Florida which permit such merger.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, the Constituent Corporations agree as follows:

ARTICLE 1. THE MERGER

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the Merging Corporation shall merge with and into the Surviving Corporation (the "Merger") and the Surviving Corporation shall continue as the surviving corporation, subject to the laws of the State of Florida. The name of the Surviving Corporation shall be "MOORINGS PARK FOUNDATION, INC." The Merger shall be pursuant to and shall have the effect provided for in the Florida Not For Profit Corporation Act, Florida Statutes section 617.01011 *et seq.* (the "Act").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The Merging Corporation shall become the Surviving Corporation and the separate existence of the Merging Corporation shall cease, except to the extent provided by the Act; and

(b) The Surviving Corporation shall possess all of the rights, privileges and powers of, and be responsible for all debts, liabilities and obligations of, each of the Constituent Corporations as more particularly set forth in section 617.1106 of the Florida Statutes.

**ARTICLE II.
ARTICLES OF INCORPORATION AND BYLAWS**

Section 2.1. Articles of Incorporation. From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation shall be amended by the deletion of Article 1 thereof and the substitution of the following in lieu thereof:

1. **Name**. The name of the corporation is **MOORINGS
PARK FOUNDATION, INC.**

The Articles of Incorporation of the Surviving Corporation, as amended, shall be the Articles of Incorporation of the Surviving Corporation. Such Articles of Incorporation shall continue in effect until further amended, restated or repealed in accordance with applicable law, the Articles of Incorporation of the Surviving Corporation and the Amended and Restated Bylaws (as hereinafter defined). The Articles of Incorporation of the Merging Corporation shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Bylaws. From and after the Effective Date, the Bylaws of the Surviving Corporation shall be amended and restated in substantially the form of Exhibit A attached hereto and made a part hereof (the "Amended and Restated Bylaws"). The Amended and Restated Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation. Such Amended and Restated Bylaws shall continue in effect until amended, restated or repealed in accordance with applicable law, the Articles of Incorporation of the Surviving Corporation and the Amended and Restated Bylaws. The Bylaws of the Merging Corporation shall terminate and be of no force or effect as of the Effective Date.

**ARTICLE III.
DIRECTORS, OFFICERS AND MEMBERS**

Section 3.1. Directors and Officers. From and after the Effective Date, the persons who are the directors of Surviving Corporation immediately prior to the Effective Date, together with DANIEL C. MACLEA, KEN LANGE, THOMAS INGRAM, DON WHITE, BETTY COLLAMORE, and HAROLD ADAMS, shall be the directors of the Surviving Corporation in accordance with applicable law and the Amended and Restated Bylaws.

From and after the Effective Date, the persons who are the officers of Surviving Corporation immediately prior to the Effective Date shall be the officers of the Surviving Corporation in their same positions and shall hold office in accordance with applicable law and the Amended and Restated Bylaws.

Section 3.2. Members. At the Effective Date, by virtue of the Merger and without any action on the part of the Constituent Corporations, (i) each of the other memberships in the Merging Corporation existing immediately prior to the Effective Date shall be cancelled, and (ii) the sole member of the Surviving Corporation shall continue as the sole member of the Surviving Corporation.

**ARTICLE IV.
EFFECTIVENESS OF MERGER**

If this Agreement is not terminated and abandoned pursuant to the provisions of Article VIII, then the following actions shall be taken to effect the Merger:

- (i) Articles of Merger shall be executed and filed with the Florida Department of State in accordance with the Act; and
- (ii) The Constituent Corporations shall undertake all other actions as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon January 1, 2014, a date after the date the Articles of Merger will be filed with the Florida Department of State (the "Effective Date").

**ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF
THE MERGING CORPORATION**

The Merging Corporation hereby represents and warrants to the Surviving Corporation as follows:

Section 5.1. Organization, Good Standing and Authority. The Merging Corporation is (i) a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, (ii) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and (iii) has all requisite corporate power and authority to execute and deliver this Agreement and the other agreements, documents and instruments to be executed and delivered by the Merging Corporation pursuant to this Agreement and to consummate the transactions contemplated hereby and thereby.

Section 5.2. Enforceability. This Agreement has been duly authorized, executed and delivered by the Merging Corporation. This Agreement is the legal, valid and binding obligation of the Merging Corporation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and laws affecting creditor's rights generally and general principles of equity.

Section 5.3. Non-Contravention. No provision of the Existing Certificate of Incorporation or the Existing Bylaws has been or will be violated by the execution of this Agreement or the performance or satisfaction of any agreement or condition herein contained or provided for upon the part of the Merging Corporation to be performed or satisfied, and all requisite authorizations for such execution, delivery and performance and satisfaction have been duly obtained.

**ARTICLE IV.
EFFECTIVENESS OF MERGER**

If this Agreement is not terminated and abandoned pursuant to the provisions of Article VIII, then the following actions shall be taken to effect the Merger:

- (i) Articles of Merger shall be executed and filed with the Florida Department of State in accordance with the Act; and
- (ii) The Constituent Corporations shall undertake all other actions as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon January 1, 2014, a date after the date the Articles of Merger will be filed with the Florida Department of State (the "Effective Date").

**ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF
THE MERGING CORPORATION**

The Merging Corporation hereby represents and warrants to the Surviving Corporation as follows:

Section 5.1. Organization, Good Standing and Authority. The Merging Corporation is (i) a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, (ii) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and (iii) has all requisite corporate power and authority to execute and deliver this Agreement and the other agreements, documents and instruments to be executed and delivered by the Merging Corporation pursuant to this Agreement and to consummate the transactions contemplated hereby and thereby.

Section 5.2. Enforceability. This Agreement has been duly authorized, executed and delivered by the Merging Corporation. This Agreement is the legal, valid and binding obligation of the Merging Corporation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and laws affecting creditor's rights generally and general principles of equity.

Section 5.3. Non-Contravention. No provision of the Existing Certificate of Incorporation or the Existing Bylaws has been or will be violated by the execution of this Agreement or the performance or satisfaction of any agreement or condition herein contained or provided for upon the part of the Merging Corporation to be performed or satisfied, and all requisite authorizations for such execution, delivery and performance and satisfaction have been duly obtained.

Section 5.4. Litigation. No action, suit, claim, proceeding or investigation is pending or, to the knowledge of the Merging Corporation, threatened against the Merging Corporation.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF THE SURVIVING CORPORATION

The Surviving Corporation hereby represents and warrants to the Merging Corporation as follows:

Section 6.1. Organization, Good Standing and Authority. The Surviving Corporation is (i) a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, (ii) exempt from federal income tax under Section 501(c)(3) of the Code and (iii) has all requisite corporate power and authority to execute and deliver this Agreement and the other agreements, documents and instruments to be executed and delivered by the Surviving Corporation pursuant to this Agreement and to consummate the transactions contemplated hereby and thereby.

Section 6.2. Enforceability. This Agreement has been duly authorized, executed and delivered by the Surviving Corporation. This Agreement is the legal, valid and binding obligation of the Surviving Corporation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and laws affecting creditor's rights generally and general principles of equity.

Section 6.3. Non-Contravention. No provision of the certificate of incorporation or the bylaws of the Surviving Corporation has been or will be violated by the execution of this Agreement or the performance or satisfaction of any agreement or condition, herein contained or provided for upon the part of the Surviving Corporation to be performed or satisfied, and all requisite authorizations for such execution, delivery and performance and satisfaction have been duly obtained.

Section 6.4. Litigation. No action, suit, claim, proceeding or investigation is pending or, to the knowledge of the Surviving Corporation, threatened against the Surviving Corporation.

ARTICLE VII. CONDITIONS TO THE MERGER

Section 7.1. Conditions to Obligations of the Merging Corporation. The obligations of the Merging Corporation to effect the Merger are subject to the satisfaction (or waiver by the Merging Corporation) at or prior to the Effective Date of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of the Surviving Corporation made in this Agreement shall be true and correct in all material respects on and as of the Effective Date, and the Surviving Corporation shall have

performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Date.

(b) Deliveries. The Surviving Corporation shall have executed and delivered all of the documents, instruments and other items contemplated by this Agreement.

(c) Third Party Consents and Approvals. To the extent that any lease, contract or agreement to which the Merging Corporation is a party shall require the consent to any aspect of the Merger, such consent shall have been obtained.

Section 7.2. Conditions to Obligations of the Surviving Corporation. The obligations of the Surviving Corporation to effect the Merger are subject to the satisfaction (or waiver by the Surviving Corporation) at or prior to the Effective Date of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of the Merging Corporation made in this Agreement shall be true and correct in all material respects on and as of the Effective Date, and the Merging Corporation shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Date.

(b) Deliveries. The Merging Corporation shall have executed and delivered all of the documents, instruments and other items contemplated by this Agreement.

(c) Third Party Consents and Approvals. To the extent that any lease, contract or agreement to which the Surviving Corporation is a party shall require the consent to any aspect of the Merger, such consent shall have been obtained.

ARTICLE VIII. TERMINATION AND AMENDMENT

Section 8.1. Termination. At any time prior to the filing of the Articles of Merger, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either of the Constituent Corporations, notwithstanding approval of this Agreement by the Board of Directors and the member of the Surviving Corporation or the Board of Directors of the Merging Corporation. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Section 8.1, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations, or its members, directors or officers in respect thereof.

Section 8.2. Amendment. This Agreement may be amended, modified or supplemented by the Board of Directors of the Constituent Corporations at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the Board of Directors and member of the Surviving Corporation and the Board of Directors of the Merging Corporation shall not (i) alter or change any term of the Articles of Incorporation of the Surviving Corporation or the Amended and Restated Bylaws of the Surviving Corporation to be

effected by the Merger or (ii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the members of the Constituent Corporations.

**ARTICLE IX.
MISCELLANEOUS**

Section 9.1. Further Assurances. If, at any time after the Effective Date, the Surviving Corporation or its successors or assigns determines that any documentation, action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Corporation with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers and authority of each of the Constituent Corporations, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of any Constituent Corporation or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Corporation or otherwise, all such other actions and things.

Section 9.2. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.3. Waiver. At any time prior to the Effective Date, any party hereto may with respect to any other party hereto (a) extend the time for the performance of any of the obligations or other acts, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

Section 9.4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

Section 9.5. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and, except as otherwise expressly provided herein, nothing contained in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.6. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

Section 9.7. Counterparts, Execution and Delivery. This Agreement may be delivered by facsimile or electronic mail transmission and executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized officers all as of the date first written above.

Surviving Corporation:

FOUNDATION FOR SUCCESSFUL
AGING, INCORPORATED

By: 
ALAN R. KOREST
Chairman of Board of Directors

Merging Corporation:

MOORINGS PARK FOUNDATION, INC.

By: 
DANIEL C. MACLEA
Chairman of Board of Directors