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Division of Corporations
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Account Number : 076326003550
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MERGER OR SHARE EXCHANGE
SEBRING SENIOR LIVING, INC.

Certificate of Status	1
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SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FL 32399

**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
Sebring Senior Care, LLC	Florida	Limited Liability Company

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

Name of Entity	Jurisdiction	Form/Entity Type
Sebring Senior Living, Inc.	Florida	Not-For-Profit

THIRD: The plan of merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on September 18, 2018.

FIFTH: The sole Member of Sebring Senior Care, LLC voted to adopt the Plan of Merger on September 18, 2018.

SIXTH: The Board of Directors of Sebring Senior Living, Inc. voted to adopt the Plan of Merger on September 18, 2018.

[Signature page to follow]

SEBRING SENIOR CARE, LLC

By: Sebring Senior Living, Inc.
Its: Sole Member

By: 

Name: Christin J. Rose

Title: President

SEBRING SENIOR LIVING, INC.

By: 

Name: Christin J. Rose

Title: President

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of the 19th day of September, 2018, by and between Sebring Senior Care, LLC, a Florida limited liability company ("Senior Care"), and Sebring Senior Living, a Florida nonprofit corporation ("Senior Living"). Senior Care and Senior Living are from time to time herein referred to as the "Constituent Entities."

RECITALS

WHEREAS, Senior Care is a limited liability company duly organized and existing under the laws of the State of Florida and Senior Living is a nonprofit corporation duly organized and existing under the laws of the State of Florida and 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 Senior Living, and (b) the sole member of Senior Care have deemed it advisable and in the best interest of their respective organizations to merge Senior Care with and into Senior Living upon the terms and conditions set forth in this Agreement, all pursuant to the Florida Revised Limited Liability Company Act (Chapter 605, Florida Statutes), and 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 sole member of Senior Care and the Board of Directors of Senior Living.

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 hereinafter defined), Senior Care shall be merged with and into Senior Living in accordance with the applicable laws of the States of Florida (the "Merger"). The separate existence of Senior Care shall cease, and Senior Living 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 Certificate of Merger, in substantially the form annexed hereto as Exhibit "A", 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.

1.03 Articles of Incorporation. On the Effective Date, the Articles of Incorporation of Senior Living, as in effect immediately prior to the Effective Date, 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 Senior Living, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Bylaws of the Surviving Entity.

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

ARTICLE II

Membership Interests

2.01 Senior Care Membership Interests. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, all of the membership interests of Senior Care held by its sole member, Senior Living, shall be automatically cancelled.

ARTICLE III

Effect of the Merger

3.01 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 Senior Care and Senior Living; Senior Living 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 Senior Care and Senior Living 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 Senior Care or Senior Living, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of Senior Care and Senior Living shall be preserved unimpaired, and all liens upon the property of Senior Care or Senior Living 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.

3.02 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 Senior Care 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 Senior Care 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 Senior Care or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV

Miscellaneous

4.01 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 sole member or Board of Directors, as the case may be, of either Senior Care or Senior Living or both, notwithstanding the approval of this Agreement by the sole member or Board of Directors, as the case may be, of Senior Care and Senior Living.

4.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the sole member or Board of Directors, as the case may be, of either Senior Care or Senior Living or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the sole member or Board of Directors, as the case may be, 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 the sole member or sole shareholder, as the case may be, of such Constituent Entity.

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

4.04 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.

[SIGNATURE PAGE TO FOLLOW.]

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

SEBRING SENIOR CARE, LLC

By: Sebring Senior Living, Inc.

Its: Sole Member

By: 

Name: Christin J. Rose

Title: President

SEBRING SENIOR LIVING, INC.

By: 

Name: Christin J. Rose

Title: President

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(see attached)

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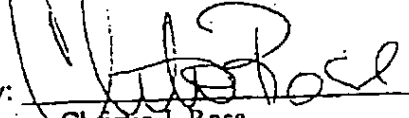
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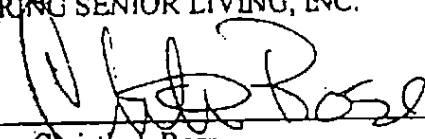
[Signature page to follow]

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Name: Christin J. Rose
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