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701745

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name  
TALLAHASSEE, FL 32301

Address  
222-1092

City State Zip Phone

CORPORATION(S) NAME

97 AUG 21 AM 8:12  
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TALLAHASSEE, FLORIDA

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*Merger*  
JFK Medical Center Foundation, Inc.  
merging with & into:  
Quantum Foundation, Inc.

- ☐ Profit  
☐ NonProfit  
☐ Limited Liability Co.  
☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Certified Copy  
☐ Call When Ready  
☒ Walk In  
☐ Mail Out
- ☐ Amendment  
☐ Dissolution/Withdrawal  
☐ Annual Report  
☐ Reservation  
☐ Photo Copies  
☐ Call if Problem  
☐ Will Wait
- ☒ Merger  
☐ Mark  
☐ Other  
☐ Change of R.A.  
☐ Fictitious Name Filing  
☐ CUS  
☐ After 4:30  
☒ Pick Up

Name Availability	8/22/97
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Verifier	10/11
Acknowledgment	10/11
W.P. Verifier	10/11

AUG 21 1997

701745

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

JFK MEDICAL CENTER FOUNDATION, INC., a Florida corporation N09791

INTO

**QUANTUM FOUNDATION, INC., a Florida corporation, 701745.**

File date: August 21, 1997

Corporate Specialist: Annette Hogan

**ARTICLES OF MERGER  
OF  
JFK MEDICAL CENTER FOUNDATION, INC.  
WITH AND INTO QUANTUM FOUNDATION, INC.**

97 AUG 21 AM 8:12  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 617.1105 of the Florida Statutes, JFK MEDICAL CENTER FOUNDATION, INC. ("JFK"), a not for profit corporation organized and existing under the laws of the State of Florida, and QUANTUM FOUNDATION, INC. ("Quantum"), a not for profit corporation organized and existing under the laws of the State of Florida, hereby execute the following Articles of Merger:

1. Pursuant to the Plan of Merger, dated as of April 24, 1997 (the "Plan of Merger"), attached hereto as Exhibit A, at the effective time set forth in Article 5 of these Articles of Merger, JFK will merge with and into Quantum (the "Merger").

2. The surviving corporation shall be named "QUANTUM FOUNDATION, INC."

3. Quantum has no members. The Plan of Merger was adopted by Quantum's Board of Trustees on April 24, 1997. On that date, nine trustees were then in office. Nine trustees voted to approve the Plan of Merger.

4. Pursuant to section 617.1103 of the Florida Statutes, the Plan of Merger was approved by JFK's sole member on April 24, 1997. The vote of the sole member was sufficient for approval of the Plan of Merger.

5. The Merger shall be effective upon filing these Articles of Merger with the Florida Department of State.

**IN WITNESS WHEREOF**, each corporation has caused these Articles of Merger to be executed in its name by its duly authorized officer as of the 24th day of April, 1997.

JFK MEDICAL CENTER  
FOUNDATION, INC.

By: 

STEPHEN A. LEVIN,  
President

QUANTUM FOUNDATION, INC.

By: 

STEPHEN A. LEVIN,  
Chairman

## **EXHIBIT A**

### **PLAN OF MERGER**

**THIS PLAN OF MERGER** (the "Agreement") is made and entered into as of the 24th day of April, 1997, between Quantum Foundation, Inc. ("Quantum"), a Florida not for profit corporation, and JFK Medical Center Foundation, Inc. ("JFK"), a Florida not for profit corporation.

### **BACKGROUND**

Quantum is organized as a not for profit corporation under the provisions of the Florida Not for Profit Corporation Act. Quantum was formerly known as JFK Medical Center, Inc.

JFK is organized as a not for profit corporation under the provisions of the Florida Not for Profit Corporation Act. It was organized to support the activities formerly conducted by JFK Medical Center, Inc. Quantum is the sole member of JFK.

The members of Quantum's Board of Trustees also constitute all of the members of JFK's Board of Directors; and those trustees and directors are of the opinion that the corporations can be operated more efficiently, and that the purpose of each corporation can be more efficiently and effectively accomplished, by merging JFK with and into Quantum, with Quantum to remain as the resulting, continuing, and surviving corporation pursuant to the terms and conditions set forth in this Agreement. The governing boards of each corporation respectively have approved this Agreement, subject to the terms and conditions set forth in this Agreement; and Quantum, the sole member of JFK, has also approved this Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

## **SECTION 1**

### **DEFINITIONS**

**1.1 Effective Date.** "Effective Date" shall mean the date on which the merger contemplated by this Agreement becomes effective pursuant to the laws of the State of Florida, as determined in accordance with Section 4 of this Agreement.

**1.2 Surviving Corporation.** "Surviving Corporation" shall refer to Quantum, which, subsequent to the merger contemplated by this Agreement, shall continue to be known as "QUANTUM FOUNDATION, INC." in accordance with Section 3 of this Agreement.

## **SECTION 2**

### **AUTHORIZATION OF THIS AGREEMENT**

This Agreement shall constitute a Plan of Merger as required by the laws of the State of Florida and shall be filed as part of the Articles of Merger as provided under the laws of the State of Florida.

## **SECTION 3**

### **CORPORATE EXISTENCE OF SURVIVING CORPORATION AND EFFECT OF MERGER**

**3.1 Corporate Name.** In accordance with the applicable laws of the State of Florida, JFK shall, on the Effective Date, be merged into Quantum, which shall be the Surviving Corporation and shall continue to exist and to be governed by the laws of the State of Florida under the corporate name Quantum Foundation, Inc.

**3.2 Identity, Existence, Etc.** On and after the Effective Date, the Surviving Corporation shall retain its same corporate identity, existence, purposes, powers, rights, and immunities, unaffected and unimpaired by the merger, and the corporate identity,

existence, purposes, powers, rights, and immunities of JFK shall be merged and fully vested in the Surviving Corporation. The existence of JFK shall cease on the Effective Date, and on such date the corporations shall be and become a single corporation.

**3.3 Rights, Privileges, Etc.** On and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, and immunities of each corporation; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the corporations shall not revert or be in any way impaired by reason of the merger.

**3.4 Liabilities and Obligations.** On and after the Effective Date, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each corporation, and any claim existing or action or proceeding pending by or against either corporation may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of the respective corporations. Neither the rights of creditors nor any liens upon the property of the corporations shall be impaired by the merger.

**3.5 Employees.** On and after the Effective Date, all employees of the corporations shall become employees of the Surviving Corporation and shall retain any and all rights and benefits that they may have by virtue of their employment, but they shall have no greater rights of tenure and terms of employment than they presently enjoy.

#### **SECTION 4**

##### **EFFECTIVE DATE**

The merger contemplated by this Agreement shall become effective upon filing Articles of Merger with the Florida Department of State.

#### **SECTION 5**

##### **ARTICLES OF INCORPORATION OF SURVIVING CORPORATION**

The articles of incorporation of the Surviving Corporation as they exist on the Effective Date shall remain in full force and effect after the Effective Date and shall not be amended by virtue of the merger.

#### **SECTION 6**

##### **BYLAWS OF SURVIVING CORPORATION**

The bylaws of the Surviving Corporation, as they shall exist on the Effective Date, shall be and remain the bylaws of the Surviving Corporation until altered or amended as provided in such bylaws.

#### **SECTION 7**

##### **TRUSTEES AND OFFICERS OF SURVIVING CORPORATION**

The trustees and officers of the Surviving Corporation, as they shall exist on the Effective Date, shall remain the trustees and officers of the Surviving Corporation until their respective successors are elected and qualify.



## **SECTION 8**

### **AMENDMENTS, WAIVERS AND TERMINATION**

Any term or provision contained in this Agreement may be waived, discharged, or terminated, and this Agreement may be terminated as a whole or abandoned at any time prior to the Effective Date by the mutual consent of the boards of directors or trustees of each of the parties to this Agreement.

## **SECTION 9**

### **MISCELLANEOUS**

**9.1**    **Headings.** The headings of this Agreement are for the purpose of reference only, and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

**9.2**    **Execution.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to  
be duly executed and delivered as of the date first above written.

**QUANTUM FOUNDATION, INC.**

By: 

STEPHEN A. LEVIN,  
Chairman

**JFK MEDICAL CENTER FOUNDATION,  
INC.**

By: 

STEPHEN A. LEVIN,  
President