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Florida Department of State
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MERGER OR SHARE EXCHANGE
Holy Cross Hospital, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$70.00

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approval of the Plan of Merger which was adopted by written consent of the sole Member and executed in accordance with Section 617.0701, Florida Statutes.

ARTICLE VII

The Articles of Incorporation of the Surviving Corporation, as amended, existing on the effective date of these Articles of Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed as provided in such Articles of Incorporation or by applicable law, and shall not be amended as a result of these Articles of Merger or the transactions evidenced hereby.

ARTICLE VIII

These Articles of Merger shall be effective upon filing with the Florida Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations have caused these Articles of Merger to be signed by a duly authorized officer this 24th day of April, 2017.

HOLY CROSS MEDICAL PROPERTIES,
INC., a Florida not for profit corporation

By: 

Name: Patrick A. Taylor, M.D.

Title: President & CEO

HOLY CROSS HOSPITAL, INC., a Florida
not for profit corporation

By: 

Name: Patrick A. Taylor, M.D.

Title: President & CEO

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EXHIBIT A

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement") is executed to be effective as of the 24th day of April, 2017 by and between Holy Cross Medical Properties, Inc., a Florida not for profit corporation (the "Merging Corporation") and Holy Cross Hospital, Inc., a Florida not for profit corporation ("HCH").

WITNESSETH:

WHEREAS, the Merging Corporation was incorporated in the State of Florida on January 23, 1998, and is subject to the laws of Florida applicable to not for profit corporations;

WHEREAS, HCH was incorporated in the State of Florida on April 23, 1990, and is subject to the laws of Florida applicable to not for profit corporations; and

WHEREAS, the Merging Corporation and HCH deem it advisable and in their respective best interests that the Merging Corporation be merged with and into HCH (the "Merger").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by the parties hereto, this Agreement, the terms and conditions hereof, and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

PLAN OF MERGER

1.01 Adoption of Plan. This Agreement by and between the Merging Corporation and HCH is adopted pursuant to the provisions of Florida Statutes, §617.1101 and §617.1103, as follows:

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- a) The Merging Corporation shall be merged with and into HCH with HCH being the surviving corporation (the "Surviving Corporation"), to exist and be governed by the laws of the State of Florida.
- b) As of the effective time and date of the Merger, the separate existence of the Merging Corporation shall cease and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to any of them, shall be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall thenceforth be responsible for all liabilities and obligations of the Merging Corporation.
- c) From the date hereof until the effective time and date of the Merger, the sole Member of the Merging Corporation is and shall be HCH. Effective upon the Merger, the membership rights and interests now held by HCH relative to the Merging Corporation shall be extinguished and no longer have any legal effect.

1.02 Effective Date. The effective date and time of the Merger shall be as set forth in Articles of Merger to be filed of record with the Department of State.

1.03 Name of Surviving Corporation. At the effective date of the Merger, the name of the Surviving Corporation shall be Holy Cross Hospital, Inc.

1.04 Continuation of Business. From and after the effective date of the Merger, the business of the Merging Corporation shall be conducted by the Surviving Corporation. The principal office of HCH immediately prior to the effective date of the Merger shall be the

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principal office of the Surviving Corporation from and after that date, unless otherwise determined by the HCH Board of Directors.

1.05. Taking of Necessary Action. Prior to the effective date of the Merger, all actions as may be necessary or desirable to effect the Merger shall be taken, including but not limited to obtaining all approvals required by the laws of the State of Florida and filing or causing to be filed and/or recorded any document or documents prescribed by such laws. If at any time or times after the effective date of the Merger any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full title to all properties, assets, rights and approvals of the Merging Corporation, the officers and trustees of the Surviving Corporation shall be authorized to and shall take all such necessary action.

ARTICLE II

DIRECTORS AND OFFICERS

2.01 Directors and Officers of Surviving Corporation; Authorization.

- a) The existing Board of Directors of HCH shall continue to serve as the Board of Directors of the Surviving Corporation until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, or until their earlier resignation or removal.
- b) All persons who, as of the effective date of the Merger, are officers of HCH, shall remain as officers of the Surviving Corporation until their successors have been duly appointed and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, or until their earlier resignation or removal.

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- c) The Presidents of the Merging Corporation and HCH, respectively, and such corporate officers as they shall designate (collectively, the "Authorized Officers") are duly authorized to execute this Agreement and the Articles of Merger on behalf of said corporations and such Authorized Officers are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and the Merger herein provided for.

ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS

3.01 Articles of Incorporation and Bylaws of Surviving Corporation. The Articles of Incorporation and Bylaws of HCH, as existing on the effective date of this Agreement, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation and shall continue in full force and effect until altered, amended, or repealed, as provided in the Articles of Incorporation and Bylaws of the Surviving Corporation or as provided by applicable law.

ARTICLE IV

BEQUESTS AND DISTRIBUTIONS

4.01 Receipt of Bequests and Distributions. All parties hereto agree that from time to time, the Merging Corporation may be designated as beneficiary of a last will and testament, testamentary trust, inter vivos trust, or some other similar instrument, and that any and all such bequests and distributions shall be distributed and delivered to the Surviving Corporation for use

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by such Surviving Corporation in accordance with the intent of the decedent, settlor, grantor or other granting entity, subject to applicable law.

ARTICLE V

INTERPRETATION AND ENFORCEMENT

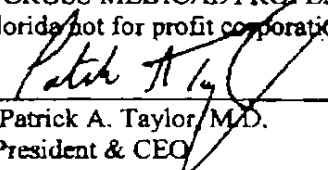
5.01 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the contemplated Merger. This Agreement may be executed in any number of counterparts, each of which shall be deemed one original.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement to be effective as of the date first referenced above.

ATTEST:



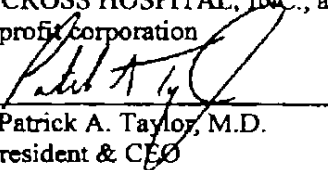
HOLY CROSS MEDICAL PROPERTIES,
INC. Florida not for profit corporation

By: 
Name: Patrick A. Taylor, M.D.
Title: President & CEO

ATTEST:



HOLY CROSS HOSPITAL, INC., a Florida
not for profit corporation

By: 
Name: Patrick A. Taylor, M.D.
Title: President & CEO

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