

722144

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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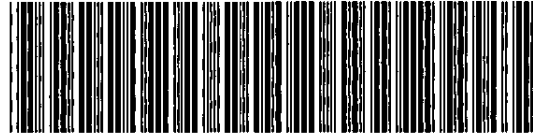
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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merger

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2012 APR 30 AM 10:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
5/4/12

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Brookwood Florida-Central, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Pamela Mesmer

(Contact Person)

Brookwood Florida-Central, Inc.

(Firm/Company)

901 7th Avenue South

(Address)

St. Petersburg, FL 33705

(City/State and Zip Code)

For further information concerning this matter, please call:

Pamela Mesmer

(Name of Contact Person)

At (727) 822-4789

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each **merging** corporation:

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on April 25, 2012. The number of directors in office was 16. The vote for the plan was as follows: 15 FOR 0 AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on April 25, 2012. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 1 FOR 0 AGAINST



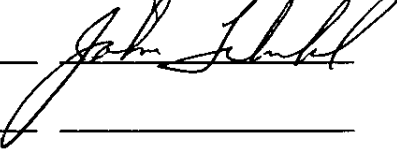
SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual & Title</u>
Brookwood Florida-Central, Inc.		Debi Lanning, Chairman
Brookwood Florida-East, Inc.		Pamela Mesmer, Acting Chairman
Brookwood Florida-South, Inc.		John Schnackel, Vice Chairman

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

Brookwood Florida-Central, Inc.

Florida

The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

Brookwood Florida-East, Inc.

Florida

Brookwood Florida-South, Inc.

Florida

The terms and conditions of the merger are as follows:

SEE ATTACHED PLAN OF MERGER FOR THE SURVIVING CORPORATION AND EACH MERGING CORPORATION.

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

Other provisions relating to the merger are as follows:

PLAN OF MERGER

The following Plan of Merger, dated as of this 10th day of April, 2012 is submitted in compliance with Florida Statutes Section 617.1101, and in accordance with the laws of the State of Florida.

A. The name of the corporation surviving the merger is Brookwood Florida-Central Inc., a Florida not for profit corporation, Document Number 722144 (the "*Surviving Corporation*").

B. The name of the entity merging into the Surviving Corporation is Brookwood Florida-East, Inc., a Florida not for profit corporation, Document Number N01000000113 (the "*Merging Entity*").

C. The Merging Entity is a not for profit corporation organized and validly existing under the laws of the State of Florida and qualifying as a 501(c)(3) organization under Federal tax law. The Merging Entity has a single Member, being Brookwood Florida-Central, Inc.

D. The Surviving Corporation is a not for profit corporation organized and validly existing under the laws of the State of Florida and qualifying as a 501(c)(3) organization under Federal tax law. The Surviving Corporation has no Members.

Terms of Plan

1. **Merger.** The Merging Entity shall merge with and into the Surviving Corporation, with the Surviving Corporation being the corporation surviving the merger.

2. **Terms and Conditions.** On the Effective Date of the merger (as defined herein), the separate existence of the Merging Entity shall cease, and the Surviving Corporation shall succeed to all of the rights, privileges, immunities, franchises, and property, real, personal and mixed, of the Merging Entity without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Entity, and neither the rights of creditors nor any liens on the property of the Merging Entity shall be impaired by the merger.

3. **Business Purpose.** In the judgment of each the Merging Entity's Member and the Surviving Corporation's Board of Directors, it is desirable for the corporations to undergo the reorganization set forth herein in order to simplify and consolidate corporate operations.

4. **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall continue to be its Articles of Incorporation following the Effective Date, until amended pursuant to the provisions of Florida law.

5. Bylaws. The bylaws of the Surviving Corporation, as amended, shall continue to be its bylaws following the Effective Date, until further amended pursuant to the provisions of Florida law.

6. Officers and Directors. The directors and officers of the Surviving Corporation on the Effective Date shall continue as the directors and officers of the Surviving Corporation for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified in accordance with the Surviving Corporation's bylaws.

7. Approval of Agreement. This Plan of Merger shall be approved by a majority vote of the Board of Directors of the Surviving Corporation and the Member of the Merging Entity.

8. Effective Date of Merger. The effective date ("*Effective Date*") of this merger shall be the date of filing of Articles of Merger with the Secretary of State of Florida.

9. Dissenters' Rights. There are no dissenters' rights available to the Member of the Merging Entity under Florida law.

10. Amendment/Abandonment of Plan. The Merging Entity's Member and the Surviving Corporation's Boards of Directors may amend or abandon this Plan of Merger at any time prior to the Effective Date.

11. Entire Plan. This Plan constitutes the entire Plan of Merger and agreement with respect to the subject matter hereof and supersedes all prior plans, agreements and undertakings, both written and oral, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer any rights or remedies hereunder to any parties other than the Surviving Corporation and Merging Entity.

IN WITNESS WHEREOF, each of the Merging Entity and the Surviving Corporation have duly adopted this Plan of Merger, to become effective as provided for herein, and each has caused this Agreement to be executed on its behalf by its respective representatives thereunto duly authorized, all as of the day and year first above written.

"SURVIVING CORPORATION"

Brookwood Florida-Central, Inc.
A Florida not for profit corporation

By: Debra Lanning

Its: Chairperson

"MERGING ENTITY"

Brookwood Florida-East, Inc.
A Florida not for profit corporation

By: Bryan Happ

Its: Chairperson

PLAN OF MERGER

The following Plan of Merger, dated as of this 5th day of April, 2012 is submitted in compliance with Florida Statutes Section 617.1101, and in accordance with the laws of the State of Florida.

- A. The name of the corporation surviving the merger is Brookwood Florida-Central Inc., a Florida not for profit corporation, Document Number 722144 (the "*Surviving Corporation*").
- B. The name of the entity merging into the Surviving Corporation is Brookwood Florida-South, Inc., a Florida not for profit corporation, Document Number N08000002329 (the "*Merging Entity*").
- C. The Merging Entity is a not for profit corporation organized and validly existing under the laws of the State of Florida and qualifying as a 501(c)(3) organization under Federal tax law. The Merging Entity has a single Member, being Brookwood Florida-Central, Inc.
- D. The Surviving Corporation is a not for profit corporation organized and validly existing under the laws of the State of Florida and qualifying as a 501(c)(3) organization under Federal tax law. The Surviving Corporation has no Members.

Terms of Plan

- 1. **Merger.** The Merging Entity shall merge with and into the Surviving Corporation, with the Surviving Corporation being the corporation surviving the merger.
- 2. **Terms and Conditions.** On the Effective Date of the merger (as defined herein), the separate existence of the Merging Entity shall cease, and the Surviving Corporation shall succeed to all of the rights, privileges, immunities, franchises, and property, real, personal and mixed, of the Merging Entity without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Entity, and neither the rights of creditors nor any liens on the property of the Merging Entity shall be impaired by the merger.
- 3. **Business Purpose.** In the judgment of each the Merging Entity's Member and the Surviving Corporation's Board of Directors, it is desirable for the corporations to undergo the reorganization set forth herein due to the cessation of active operations in Fort Meyers, Florida and in order to simplify and consolidate corporate organization.
- 4. **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall continue to be its Articles of Incorporation following the Effective Date, until amended pursuant to the provisions of Florida law.

5. Bylaws. The bylaws of the Surviving Corporation, as amended, shall continue to be its bylaws following the Effective Date, until further amended pursuant to the provisions of Florida law.

6. Officers and Directors. The directors and officers of the Surviving Corporation on the Effective Date shall continue as the directors and officers of the Surviving Corporation for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified in accordance with the Surviving Corporation's bylaws.

7. Approval of Agreement. This Plan of Merger shall be approved by a majority vote of the Board of Directors of the Surviving Corporation and the Member of the Merging Entity.

8. Effective Date of Merger. The effective date ("*Effective Date*") of this merger shall be the date of filing of Articles of Merger with the Secretary of State of Florida.

9. Dissenters' Rights. There are no dissenters' rights available to the Member of the Merging Entity under Florida law.

10. Amendment/Abandonment of Plan. The Merging Entity's Member and the Surviving Corporation's Boards of Directors may amend or abandon this Plan of Merger at any time prior to the Effective Date.

11. Entire Plan. This Plan constitutes the entire Plan of Merger and agreement with respect to the subject matter hereof and supersedes all prior plans, agreements and undertakings, both written and oral, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer any rights or remedies hereunder to any parties other than the Surviving Corporation and Merging Entity.

IN WITNESS WHEREOF, each of the Merging Entity and the Surviving Corporation have duly adopted this Plan of Merger, to become effective as provided for herein, and each has caused this Agreement to be executed on its behalf by its respective representatives thereunto duly authorized, all as of the day and year first above written.

"SURVIVING CORPORATION"

Brookwood Florida-Central, Inc.
A Florida not for profit corporation

By: Debi Penning

Its: Chairperson

"MERGING ENTITY"

Brookwood Florida-South, Inc.
A Florida not for profit corporation

By: [Signature]

Its: Chairperson