

722580

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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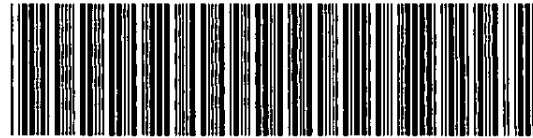
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merger

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FILED
2012 JUL 17 AM 11:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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DF
7/17/12

BEVERLY A. MORRIS, P. L.

Attorney at Law
2603 SE 17th Street, Suite B
Ocala, FL 34471

Telephone (352) 732-2860
Facsimile (352) 732-7132

June 27, 2012

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Document Number 722580

Dear Sir or Madam:

Enclosed please find the following documents to be filed with the Division of Corporations:

1. Articles of Merger Ocala-Marion County Chamber of Commerce; and
2. Plan of Merger.

Also enclosed please find our check number 1326, in the amount of \$70.00 for payment of the merger fees.

Should you have any questions, please do not hesitate to call.

Yours truly,



Terri Brown
Legal Assistant to Beverly A. Morris

BAM/tb

Enc.: As described above



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 10, 2012

Terri Brown
Beverly A. Morris, P.L.
2603 SE 17th Street, Suite B
Ocala, FL 34471

SUBJECT: OCALA-MARION COUNTY CHAMBER OF COMMERCE, INC.
Ref. Number: 722580

We have received your document for OCALA-MARION COUNTY CHAMBER OF COMMERCE, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Your document is being returned as requested.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
Regulatory Specialist II

Letter Number: 012A00018394

BEVERLY A. MORRIS, P. L.

Attorney at Law
2603 SE 17th Street, Suite B
Ocala, FL 34471

Telephone (352) 732-2860
Facsimile (352) 732-7132

July 16, 2012

Ms Annette Ramsey
Regulatory Specialist II
Florida Department of State
Division of Corporations - Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Document Number 722580

Dear Ms Ramsey:

Enclosed please find the following documents to be filed with the Division of Corporations:

1. Articles of Merger Ocala-Marion County Chamber of Commerce;
2. Plan of Merger; and
3. Copy of Letter Number: 012A00018394 – date July 10, 2012.

Should you have any questions, please do not hesitate to call.

Yours truly,



Terri Brown
Legal Assistant to Beverly A. Morris

BAM/tb

Enc.: As described above

2012 JUL 17 AM 8:49

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EXPIRATION DATE
10-1-12

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ARTICLES OF MERGER
OCALA-MARION COUNTY CHAMBER OF COMMERCE
AND
ECONOMIC DEVELOPMENT COUNCIL, INC.
2012 JUL 17 AM 11:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to Section 617.1105, Florida Statutes (2011), the Ocala-Marion County Chamber of Commerce, Inc., a Florida Not-for-Profit Corporation (hereinafter referred to as Chamber), and Economic Development Council, Inc., a Florida Not-for-Profit Corporation (hereinafter referred to as EDC), adopt the following Articles of Merger for the purposes of merging the EDC into the Chamber, the latter of which is to survive the merger:

ARTICLE I

That certain Plan of Merger by and between the Chamber and EDC, a copy of which is attached hereto and made a part hereof, was duly approved by the merging corporation on June 27, 2012, and by the surviving corporation on June 27, 2012.

ARTICLE II

The members of the merging corporation and the surviving corporation are not entitled to vote on the Plan of Merger. The Board of Directors of both corporations voted as follows:

	Chamber	EDC
Date of Adoption of the Plan of Merger:	June 27, 2012	June 27, 2012
Number of Directors in office:	39	30
Number of votes in favor of Plan of Merger:	22	22
Number of votes against Plan of Merger:	0	0

The number of votes cast for the merger was sufficient for approval in regard to both the surviving and the merging corporation.

ARTICLE III

The Effective Date of the Plan of Merger is: October 1, 2012.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers.

Economic Development Council, Inc.

By: 

Doug Cone, Chairman

Ocala-Marion County Chamber of
Commerce, Inc.

By: 

Dave Fechtman, Chairman

ATTEST

By: 

Peter J. Tesch, President

ATTEST

By: 

Jaye Baillie, President/CEO

Date: June 27, 2012

Date: June 27, 2012

**PLAN OF MERGER
OCALA-MARION COUNTY CHAMBER OF COMMERCE
AND
ECONOMIC DEVELOPMENT COUNCIL, INC.**

THIS PLAN OF MERGER dated June 27, 2012, by and between the Ocala-Marion County Chamber of Commerce, Inc., a Florida Not-for-Profit Corporation (hereinafter referred to as Chamber) and the Economic Development Council, Inc., a Florida Not-for-Profit Corporation (hereinafter referred to as EDC),

R E C I T A L S:

WHEREAS, Chamber is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, EDC is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Chamber and EDC have agreed that the Chamber and EDC shall merge into Ocala/Marion County Chamber of Commerce, Inc., a Florida Not-for-Profit Corporation upon the terms and conditions and in the manner set forth in this Plan and in accordance with the applicable laws of the State of Florida,

NOW, THEREFORE, in consideration of the mutual covenants, plans, provisions, grants, warranties and representations contained in this Plan in order to consummate the transaction described above, Chamber and EDC, the constituent corporations to this Plan, agree as follows:

1. Chamber and EDC agree that EDC shall be merged into Ocala/Marion County Chamber of Commerce, Inc. a Florida Not-for-Profit Corporation, as a single corporation, upon the terms and conditions of this Plan and that Ocala/Marion County

Chamber of Commerce, Inc., a Florida Not-for-Profit Corporation, shall continue under the laws of the State of Florida as the surviving corporation (the "surviving corporation").

2. The purposes, the registered agent, and the address of the registered office, shall be as appears in the Amended and Restated Articles of Incorporation of Chamber as on file with the office of the Secretary of State of the State of Florida on the date of this Plan. The terms and provisions of the Articles of Incorporation are incorporated in this Plan. From and after the Effective Date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Plan shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

3. The Bylaws of Chamber in effect on the Effective Date shall be the Bylaws of the surviving corporation until they shall be altered, amended or repealed or until new Bylaws are adopted as provided in them.

4. The persons who upon the Effective Date of the merger shall constitute the Board of Directors of the surviving corporation shall resign on or before the Effective Date. The Transition Directors will be appointed pursuant to Article V, Section D of the June 27, 2012, Bylaws of the Ocala/Marion County Chamber of Commerce, Inc.

5. The persons who upon the Effective Date of the merger shall constitute the officers and directors of both the surviving and merging corporations shall resign as of September 30, 2012, and will be replaced pursuant to the Chamber's Bylaws adopted by the Chamber on June 27, 2012.

6. The members of the Chamber and the EDC will be members of the surviving corporation for the remaining terms of their memberships. The classification

of their memberships will be assigned pursuant to the Bylaws adopted by the Chamber on June 27, 2012.

7. Any assets, contract rights, claims, causes of action, and receivables (hereinafter referred to collectively as Assets) and any liabilities, assessments, charges or obligations, liquidated or unliquidated, contingent or otherwise of the merging corporation shall become the assets and obligations of the surviving corporation as of the date the merger is effective.

8. On or before July 1, 2012 EDC will deliver to Chamber a copy of its October 1, 2010 through September 30, 2011 Audit and, on or before September 1, 2012, a Financial Review prepared by a Florida licensed Certified Public Accountant as of June 30, 2012. These financial documents, including the related notes and schedules, will fairly present, in accordance with generally accepted accounting principles applied on a consistent basis, the financial position of EDC as of the dates stated above. EDC will have no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the Review (including related notes and schedules) or in this Plan, other than liabilities or obligations incurred or arising since June 30, 2012, in the ordinary course of business of EDC, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of EDC, or that might be or become a charge against the assets or properties of the Chamber.

9. EDC is not, and by the execution and performance of this Plan by Chamber, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a

default under any outstanding indenture, mortgage, contract or Plan to which EDC is a party or to which EDC may be subject or under any provision of its Articles of Incorporation or Bylaws, or violate any order, injunction, decree, statute, rule or regulation applicable to EDC or any of its properties or assets.

10. EDC owns goods title free and clear of any liens, claims, encumbrances, options, charges or assessments to all of its properties and other assets used in connection with its business, including, but not limited to, those reflected in the balance sheet of EDC referred to in paragraph 8 above, or reflected in the lists or descriptions referred to in paragraph 12 below, except: (1) personal property disposed of since June 30, 2012, in the ordinary course of business; (2) liens set forth on the balance sheet or in its notes or in this Plan; (3) liens in connection with leaseholds or statutory liens (including liens for taxes not yet due and payable) not yet delinquent. All those assets and properties are in good working order and condition (normal wear and tear excepted) and in a state of good operating efficiency. EDC carries such insurance, with reputable insurers businesses as is customary for similar businesses and as is adequate for the business conducted by EDC. EDC has received no notice of and is not in violation of any applicable zoning regulation, health or safety regulation, ordinance or other federal, state or local law, order, regulation or requirement relating to its operations, products or its owned or leased properties.

11. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against EDC, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency,

domestic or foreign. EDC is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency.

12. On or before July 13, 2012, EDC will deliver to Beverly A. Morris, P.L. as counsel for the surviving corporation, lists and descriptions, identified in writing, which it certifies to be correct in all material respects, of the following:

A. All personal and real property owned, leased or otherwise used or occupied by EDC;

B. All United States and foreign patent, trademark and trade name registrations, unexpired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade names in use on this date by EDC, all of the foregoing being owned in whole or in part on this date by EDC, and all licenses granted by or to EDC, and all other material Plans to which EDC is a party, which are in force as of this date and relate in whole or in part to any items of the categories mentioned in this subparagraph, or relate to inventions, discoveries, improvements, processes, formulas, proprietary rights, trade secrets, ideas or other know-how, whether owned by EDC or otherwise;

C. All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit Plans, employment contracts or deferred compensation, pension, or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on EDC or to which any of its properties is subject;

D. All policies of insurance in force with respect to EDC including, without restricting the generality of the foregoing, those covering its offices, properties, building, machinery, equipment, furniture, fixtures, products and operations;

E. The names of, and salary (including commissions and bonuses) paid in 2012 to all of the officers, directors and employees of EDC.

F. The names of any pensioned employees of EDC whose pensions are unfunded and are not paid pursuant to any formalized pension arrangements, with their ages and their current annual unfunded rates;

G. The name of each bank in which EDC has an account or safe deposit box, the names of all persons authorized to draw on or have access to them and the numbers of the accounts and keys to safe deposit boxes.

H. The names of all persons, if any, holding a power of attorney from EDC.

13. The EDC represents and Warrants to the Chamber as follows:

A. The execution, delivery and performance of this Plan by EDC have been duly and effectively authorized by the Board of Directors of the EDC.

B. EDC has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate reserves, which are reflected in the financial statements referred to in paragraph 8 above for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the Effective Date. EDC is not

delinquent in the payment of any taxes or duties, and EDC has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against EDC.

14. Chamber represents and warrants to EDC as follows:

A. Chamber is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as it is now being conducted.

B. Chamber is not, and by the execution and performance of this Plan will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or Plan to which it is a party or to which it may be subject, or under any provision of its certificate of incorporation or Bylaws, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of EDC.

C. The execution, delivery and performance of this Plan by Chamber have been duly and effectively authorized by the Board of Directors of the Chamber.

D. Chamber will deliver to EDC, on or before September 1, 2012, a copy of its Financial Review for the period January 1, 2011 through December 31, 2011 and for the period January 1, 2012 through June 30, 2012. This Review will be prepared by a Florida licensed Certified Public Accountant, in accordance with generally accepted accounting principles applied on a consistent basis, the financial position of Chamber as of September 30, 2012, and the results of the operations of Chamber for period

covered by the statement of operations. Chamber will have no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the Review (including related notes and schedules) or in this Plan, other than liabilities or obligations incurred or arising since June 30, 2012, in ordinary course of business of Chamber, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of Chamber.

15. EDC shall give to Chamber, its attorneys, accountants, engineers and other representatives, full access during normal business hours throughout the period prior to the Effective Date, to all of the properties, books, contracts, commitments and records of EDC. EDC shall furnish Chamber during that period all information concerning its business and affairs Chamber may reasonably request. Chamber agrees with EDC that, unless and until the merger is consummated, it and its representatives will hold in strict confidence all data and information so obtained from EDC and if the transactions provided in this Plan are not consummated, Chamber will return to EDC all data in its possession.

16. EDC agrees that, from this date to the Effective Date:

A. It will promptly advise Chamber in writing of any adverse change in the financial condition or business affairs of EDC.

B. Except as otherwise consented to or approved by Chamber in writing,

i. The businesses of EDC shall be conducted only in the normal, usual and ordinary course (including the maintenance of all its existing policies of insurance in full force and effect); and EDC will use its best efforts to preserve the business organization intact and to keep available to the surviving corporation the

services of EDC's present officers and key employees and to preserve for the surviving corporation the good will of EDC's suppliers, customers and others having business relations with EDC.

ii. No change shall be made in the Articles of Incorporation or Bylaws of EDC.

iii. EDC will not make any change in its banking and safe deposit arrangements or grant any powers of attorney.

iv. EDC will not take any of the actions or suffer any of the events enumerated herein.

C. It will duly comply with all laws applicable to it in the conduct of its business.

17. All obligations of EDC under this Plan are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions (any one or more of which, in the absolute discretion of Chamber, may be waived by Chamber).

A. Chamber shall not have discovered any material error, misstatement or omission in the representations and warranties made by EDC herein or any material adverse change in the business, operations change in the business, operations or properties of EDC after the date of this Plan.

B. The representations, warranties and Plans of EDC contained in this Plan shall be deemed to have been made again at and as of the Effective Date (but the representations, warranties and Plans may reflect the consummation of any transactions consented to or approved in writing by Chamber) and shall then be true in all respects; EDC shall have performed and complied with all Plans and conditions

required by this Plan to be performed or complied with by it prior to or at the Effective Date; and EDC shall have been furnished with a certificate of the President/CEO of the Chamber, dated the Effective Date, certifying in such detail as EDC may request to fulfillment of the foregoing conditions.

C. The execution, delivery and performance of this Plan shall have been duly and effectively authorized by both the Board of Directors of EDC and the Board of Directors of the Chamber.

D. At the Effective Date no suit, action or other proceeding shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Plan or the consummation of the contemplated transaction.

IN WITNESS WHEREOF, the duly authorized officers of the constituent corporations of the Ocala/Marion County Economic Development Council, Inc. and the Ocala-Marion County Chamber of Commerce, Inc., acting through their duly authorized officers, all parties to this Plan, this June 27, 2012, have signed this Plan of Merger.

Economic Development Council, Inc.

By:


Doug Cone, Chairman

ATTEST

By:

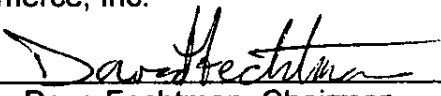

Peter J. Tesch, President

Date:

June 27, 2012

Ocala-Marion County Chamber of
Commerce, Inc.

By:


Dave Fechtman, Chairman

ATTEST

By:


Jaye Baillie, President/CEO

Date:

June 27, 2012