

H77383

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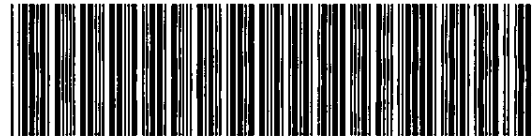
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SECRETARY OF STATE
DIVISION OF CORPORATE AFFAIRS

Merger

DEC 30 2014

RECEIVED

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Brevard Eye Center, 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:

Gary Hardey

Contact Person

Brevard Eye Center, Inc.

Firm/Company

665 Apollo Blvd.

Address

Melbourne, FL 32901

City/State and Zip Code

ghardey@brevardeye.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Gary Hardey

Name of Contact Person

At (321)

9843200

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

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

H77383

P12000097867

(Attach additional sheets if necessary)

Name of Corporation

Typed or Printed Name of Individual & Title

Rafael Trespalacios, M.D., President

Rafael Trespalacios, M.D., President

Eye Associates, Inc.

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Brevard Eye Center, Inc.

Brevard County

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Lake Nona Eye Associates, Inc.

Orange County

Third: The terms and conditions of the merger are as follows:

See attached Exhibit A Plan of Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:
See attached Plan of Merger.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
N/A

OR

Restated articles are attached:
N/A

Other provisions relating to the merger are as follows:
See attached Plan of Merger.

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

EXHIBIT A

**PLAN OF MERGER OF LAKE NONA EYE ASSOCIATES, INC. INTO
BREVARD EYE CENTER, INC.**

This PLAN OF MERGER is entered into effective January 1, 2014, between LAKE NONA EYE ASSOCIATES, INC., a Florida business corporation ("Lake Nona"), and BREVARD EYE CENTER, INC., a Florida business corporation ("Brevard") and as the survivor of the Merger provided for herein called ("Surviving Corporation"). The parties hereinafter are sometimes collectively called "Constituent Corporations."

BACKGROUND

WHEREAS, Lake Nona and Brevard are business corporations duly organized and existing under the laws of the State of Florida; and

WHEREAS, the shareholders and the Boards of Directors of the Constituent Corporations, by resolutions duly adopted, each have approved this Plan of Merger and declare it to be advisable and in the best interest of Constituent Corporations and their shareholders that Lake Nona merge with and into Brevard, which latter corporation shall be the Surviving Corporation, in the manner and upon the terms and conditions set forth herein, and in an Agreement of Merger, between Constituent Corporations and their shareholders (the "Agreement") pursuant to the applicable provisions of the Florida Business Corporation Act, as amended (the "BCA").

NOW, THEREFORE, for the purpose of effecting such Merger, Constituent Corporations intending to be legally bound, hereby agree as follows:

1. Merger. Upon compliance with the applicable provisions of the BCA, on the Effective Date (as defined herein), Lake Nona shall be merged with and into Brevard

and thereupon the separate existence of Lake Nona shall cease and Brevard shall continue to exist as "Surviving Corporation."

2. Articles of Incorporation and Bylaws of Surviving Corporation. The Articles of Incorporation and Bylaws of Brevard, as in effect immediately before the Merger, shall be the Articles of Incorporation and Bylaws of Surviving Corporation thereafter until amended as provided by law and in accordance with their respective terms.

3. Conversion of Securities on Merger. On the Effective Date, by virtue of the Merger, all of the outstanding Common Stock of Lake Nona ("Lake Nona Common Stock"), including treasury stock, shall be canceled and each one (1) of the one hundred (100) outstanding Shares of Lake Nona Common Stock shall be exchanged for five (5) shares of Common Stock of Surviving Corporation ("Surviving Corporation Common Stock"), thereby resulting in a total of five hundred (500) new Surviving Corporation Common Stock shares. Such shares of Surviving Corporation Common Stock shall be delivered by Surviving Corporation to each respective shareholder of Lake Nona on or after the Effective Date only upon surrender of the certificates representing the shares of Lake Nona Common Stock owned by such shareholder.

The five hundred (500) new Surviving Corporation Common Stock shares will be allocated to Mr. Hardey and Dr. Tresplacios in the same manner as their ownership in Lake Nona Common Stock. Therefore, Mr. Hardey will own seventy-five (75) new Surviving Corporation Common Stock shares and Dr. Trespalacios will own four hundred twenty-five (425) new Surviving Corporation Common Stock shares as a result of the Merger.

Prior to the Merger, there were five hundred (500) shares of Common Stock of Brevard. Also prior to the Merger, Mr. Hardey owned seventy five (75) shares of stock in Brevard and Dr. Trespalacios owned four hundred twenty-five (425) shares of stock in Brevard. Each of the 500 shares of Surviving Corporation Common Stock that are outstanding prior to the Merger shall remain outstanding after the Merger.

Therefore, as a result of the Merger, there shall be one thousand (1,000) total shares of Surviving Corporation Common Stock, eight hundred fifty (850) owned by Dr. Trespalacios and one hundred fifty (150) owned by Mr. Hardey.

4. Effective Date. The Effective Date of the Merger shall be 12:01 a.m. January 1, 2014.

5. State Filings. The proper officers of Constituent Corporations shall make and execute whatever certificates and documents are required by the State of Florida to effect the Merger, and shall cause the same to be filed, in the manner provided by law, and to do all things which may be necessary and proper to effect such Merger.

6. Effect of Merger. On the Effective Date of the Merger:

6.1 The separate existence of Lake Nona shall cease and Brevard shall continue to exist as Surviving Corporation.

6.2 The Surviving Corporation shall succeed to and possess all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises, and shall be subject to all of the obligations, restrictions and liabilities of Lake Nona, all without further act or deed, and all as more fully set forth under the BCA.

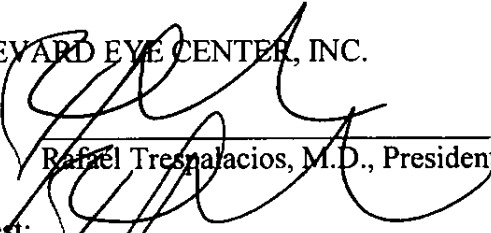
7. Further Assurances. If at any time after the Effective Date, Surviving Corporation shall determine that any further actions or instruments of conveyance are

necessary or desirable in order to vest in and confirm to Surviving Corporation full title to and possession of all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises of Lake Nona, then the officers or directors of Surviving Corporation, or at their request the persons who were officers and directors of Lake Nona immediately prior to the Effective Date, as such officers and directors, shall have the authority to and shall take all such actions and execute and deliver all such instruments as Surviving Corporation may so determine to be necessary or desirable.

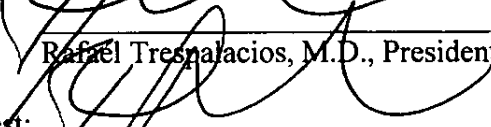
IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger on the date first above written.

BREVARD EYE CENTER, INC.

By:

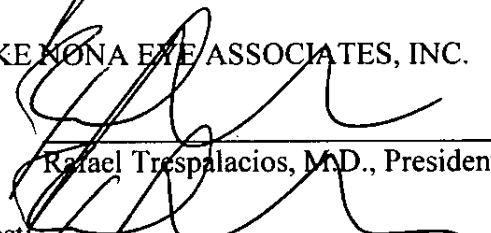

Rafael Trespalacios, M.D., President

Attest:

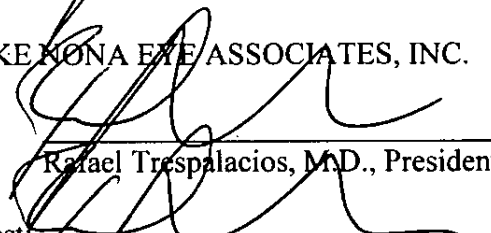

Rafael Trespalacios, M.D., Secretary

LAKE NONA EYE ASSOCIATES, INC.

By:


Rafael Trespalacios, M.D., President

Attest:


Rafael Trespalacios, M.D., Secretary