

NO7000005405

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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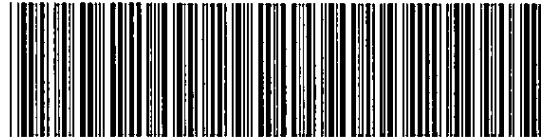
(Business Entity Name)

(Document Number)

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D CUSHING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: MONROE IV COMMERCIAL CONDOMINIUM ASSOCIATION, 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:

SCOTT D. NEWSOM

(Contact Person)

HR LAW, P.A.

(Firm/Company)

1560 ORANGE AVENUE, SUITE 500

(Address)

WINTER PARK, FL 32789

(City/State and Zip Code)

For further information concerning this matter, please call:

SCOTT D. NEWSOM

(Name of Contact Person)

At (407) 571-7400

(Area Code & Daytime Telephone Number)

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

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32309

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
1000 North Florida Avenue
Tallahassee, FL 32309

ARTICLES OF MERGER

(Not for Profit Corporations)

The following Articles of Merger are submitted in accordance with the Florida Not for Profit Corporation Act, pursuant to Section 617.1105 of the Florida Statutes.

First: The name and jurisdiction of the surviving corporation is Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Document Number is N07000005405.

Second: The names and jurisdictions of the merging corporations are as follows:

- A. Monroe IV Building "A" Condominium Association, Inc., a Florida not for profit corporation. The Document Number is N07000005406.
- B. Monroe IV Building "B" Condominium Association, Inc., a Florida not for profit corporation. The Document Number is N07000005386.
- C. Monroe IV Building "C" Condominium Association, Inc., a Florida not for profit corporation. The Document Number is N07000005408.
- D. Monroe IV Building "D" Condominium Association, Inc., a Florida not for profit corporation. The Document Number is N07000005409.

Third: The Plans of Merger are attached hereto as Exhibit "A" and are incorporated herein by this reference.

Fourth: The mergers shall become effective on the date that these Articles of Merger are filed with the Florida Department of State.

Fifth: ADOPTION OF MERGERS BY SURVIVING CORPORATION

- A. The Plan of Merger with Monroe IV Building "A" Condominium Association, Inc. was adopted by the members of the surviving corporation, Monroe IV Commercial Condominium Association, Inc. on April 26, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

8,065 For the Plan of Merger 0 Against the Plan of Merger

- B. The Plan of Merger with Monroe IV Building “B” Condominium Association, Inc. was adopted by the members of the surviving corporation, Monroe IV Commercial Condominium Association, Inc. on April 26, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

8,065 For the Plan of Merger 0 Against the Plan of Merger

- C. The Plan of Merger with Monroe IV Building “C” Condominium Association, Inc. was adopted by the members of the surviving corporation, Monroe IV Commercial Condominium Association, Inc. on April 26, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

8,065 For the Plan of Merger 0 Against the Plan of Merger

- D. The Plan of Merger with Monroe IV Building “D” Condominium Association, Inc. was adopted by the members of the surviving corporation, Monroe IV Commercial Condominium Association, Inc. on April 26, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

8,065 For the Plan of Merger 0 Against the Plan of Merger

Sixth: ADOPTION OF MERGER BY MERGING CORPORATIONS

- A. The Plan of Merger with Monroe IV Commercial Condominium Association, Inc. was adopted by the members of the merging corporation, Monroe IV Building “B” Condominium Association, Inc. on April 26, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

1,609 For the Plan of Merger 0 Against the Plan of Merger

- B. The Plan of Merger with Monroe IV Commercial Condominium Association, Inc. was adopted by the members of the merging corporation, Monroe IV Building “B” Condominium Association, Inc. on April 26, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

2,934 For the Plan of Merger 0 Against the Plan of Merger

- C. The Plan of Merger with Monroe IV Commercial Condominium Association, Inc. was adopted by the members of the merging corporation, Monroe IV Building “C” Condominium Association, Inc. on April 26, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

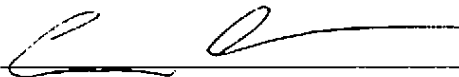
2,090 For the Plan of Merger 0 Against the Plan of Merger

D. The Plan of Merger with Monroe IV Commercial Condominium Association, Inc. was adopted by the members of the merging corporation, Monroe IV Building "D" Condominium Association, Inc. on July 6, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

1,432 For the Plan of Merger 0 Against the Plan of Merger

Seventh: SIGNATURES FOR EACH CORPORATION

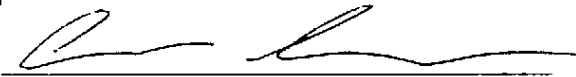
MONROE IV COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

By: 

Print Name: Connor GRAHAM

Title: PRESIDENT

MONROE IV BUILDING "A" CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

By: 

Print Name: Connor GRAHAM

Title: Vice President

MONROE IV BUILDING "B" CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

By: 

Print Name: Jonathan SWIFT

Title: PRESIDENT

MONROE IV BUILDING "C" CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

By: 

Print Name: Rick Perez

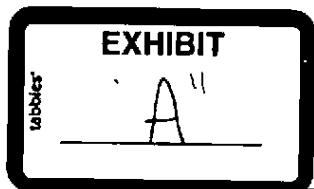
Title: President

MONROE IV BUILDING "D" CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

By: 

Print Name: Bob Gilbert

Title: President



PLAN OF MERGER OF

MONROE IV COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

This Plan of Merger (hereinafter, this "Plan") is intended to constitute a plan of merger of two (2) Florida not for profit corporations into one (1) Florida not for profit corporation in accordance with Section 617.1101, Section 617.1103, Section 617.1105, and Section 617.1106 of the Florida Statutes. This Plan shall accomplish the merger of Monroe IV Commercial Condominium Association, Inc. (hereinafter, the "Master Association") and Monroe IV Building "A" Condominium Association, Inc. (hereinafter, the "A Association"), with the Master Association being the surviving corporation, in accordance with Chapter 617 of the Florida Statutes, the Master Association's Articles of Incorporation (hereinafter, the "Master Articles"), and that certain Declaration of Condominium of Monroe IV Commercial Condominium recorded in Official Records Book 6676, Page 895, *et seq.*, Public Records of Seminole County, Florida (hereinafter, the "Declaration").

1. **Names of Corporations Proposing to Merge.** The names of the corporations proposing to merge are Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation, and Monroe IV Building "A" Condominium Association, Inc., a Florida not for profit corporation.

2. **Name of Surviving Corporation.** The name of the surviving corporation to be effected by the merger shall be Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Master Association shall be designated as the surviving corporation.

3. **Effective Date of the Merger.** The merger shall be effective as of the date the necessary documents are filed with the State of Florida Department of State as described in Paragraph 4 below, and the proposed amendments to the Declaration have been recorded in the Public Records of Seminole County, Florida (hereinafter, the "Effective Date").

4. **Terms and Conditions of the Proposed Merger.** The terms and conditions of the Plan shall include the following:

- A. The Board of Directors of the Master Association (hereinafter, the "Board") has adopted resolutions deeming it advisable and in the best interest of the Master Association's membership to merge the Master Association and the A Association, to adopt this Plan, and call a special meeting of the Master Association's membership and/or requested the Master Association's membership take action without a meeting through written consents in order to approve the merger and to approve and adopt this Plan. The Board has duly adopted this Plan and has presented the Plan to the Master Association's membership to take action on the Plan. If the Plan is adopted by the requisite action of the Master Association's membership, the Plan shall constitute the adopted Plan of the Master Association. In accordance with Article II, Section 6 of the Master Articles, the Master Association has the authority to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger and/or consolidation must have the asset of at least seventy-five percent (75%) of each class of members set forth and/or described in the Declaration. In accordance with Section 617.0701(4) of the Florida Statutes, any action required or permitted by Chapter 617 of the Florida Statutes may be taken without a meeting if the action is taken by the

members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all of the Master Association's members entitled to vote on such action were present and voted. Pursuant to Section 617.0701(4)(a) of the Florida Statutes, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action.

- B. Promptly after the respective memberships of the Master Association and the A Association approve the merger, the Master Association shall file with the Department of State of the State of Florida the following: (a) Articles of Merger executed by both the Master Association and the A Association in accordance with Section 617.1105 of the Florida Statutes; and (b) a copy of this Plan in accordance with Section 617.1105 of the Florida Statutes.
- C. As of the Effective Date, the title to all real estate, personal property, and/or other property of any kind, or any interest therein, owned by the Master Association and the A Association shall be vested in the Master Association without reversion and/or impairment.
- D. As of the Effective Date, the Master Association shall be responsible, liable, and/or obligated for the liabilities, duties, contracts, responsibilities, and/or obligations of the A Association as more particular described in this Plan.
- E. After the Effective Date, the Master Association shall enter and/or substitute in any and all claims existing, actions, and/or proceedings pending by and/or against the A Association.
- F. For the purpose of effecting the merger described in this Plan, the Master Association may hire and/or retain, at the sole discretion of the Board, such employees, consultants and/or advisors as the Board deems necessary or desirable to supervise or facilitate the merger, any distribution and/or transfer of assets as contemplated by this Plan, and/or any and all actions necessary to effect the actions set forth in this Plan.
- G. Any and all monies of the A Association being held in reserve accounts specifically associated with certain real property, common elements, limited common elements, and/or improvements will be transferred, conveyed, and/or assigned to the Master Association and kept in the Master Association's reserve accounts.
- H. Any and all monies of the A Association in the A Association's operating account and/or the A Association's operating funds shall be disbursed to the Master Association. In the event a member of the A Association has prepaid A Association assessments in advance of the Effective Date, the A Association shall notify the Master Association of such prepayment, and the Master Association shall apply such prepayment to that member's account and/or ledger with the Master Association as a credit toward any amounts due and owing to the Master Association.
- I. The Master Association shall assume and/or shall accept the assignment of any and all service contracts, utility contracts, and/or vendor contracts previously entered into by the A Association. Upon the assumption and/or assignment of any such service contract,

utility contract, and/or vendor contract, the Master Association will become responsible and/or liable for any and all future charges, services, costs, and/or expenses associated with, arising from, and/or in any way related to such contracts. If a service contract, utility contract, and/or vendor contract cannot be assigned and/or assumed by the Master Association, the A Association shall take the necessary steps and/or actions to terminate such service contract, utility contract, and/or vendor contract in accordance with its respective terms.

- J. Any and all accounts and/or account receivables that are the subject of any collection activities by the A Association shall be assigned and/or transferred to the Master Association.
- K. The Master Association may require the A Association to obtain, prepare, and/or have performed a final audit of the A Association's financial records that covers the time period from the last date covered by the most recent year-end financial report as required pursuant to Chapter 718 of the Florida Statutes through and including the Effective Date.
- L. The Master Association shall retain and/or make arrangements for the retention of the A Association's official records as described in Section 718.111 of the Florida Statutes for the period of time set forth therein.
- M. Upon the adoption of this Plan, the Master Association's membership acknowledges, understands, and agrees that a separate condominium was never created for Building "A" and that the only declaration of condominium that exists for Building "A" is the Declaration. Therefore, no separate declaration of condominium needs to be merged and/or addressed by this Plan and/or the merger.

5. **Statement of Changes in the Surviving Corporation's Article of Incorporation to be Effected by the Merger.** There shall be no changes in the Master Association's Master Articles to be effected by the merger.

6. **Conversion of Memberships in Merging Corporation into Memberships in the Surviving Corporation.** In accordance with the terms of the Declaration, the members of the A Association are already members of the Master Association, therefore, no conversion of membership shall be necessary and/or appropriate. In addition, the Master Association shall not distribute and/or issue payments to any of the A Association's membership in connection with and/or associated with the merger.

7. **Membership Consent to Sale, Conveyance, and/or Transfer of Assets.** Adoption of this Plan by the requisite vote of the Master Association's membership shall constitute the approval of the Master Association's membership of the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition of all of the real property, improvements on real property, personal property, rights, claims, monies, and/or assets of the A Association, whether such acceptance, transfer, conveyance, assignment, exchange, and/or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of any and all contracts for the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition that are conditioned on adoption of this Plan.

8. **Expenses of Merger.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Master Association may, in the absolute discretion of the Board, pay any brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Master Association and/or the A Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan.

9. **Indemnification.** The Master Association shall continue to indemnify the officers, directors, employees, and agents of the A Association in accordance with its Master Articles, its Bylaws, Chapter 617 of the Florida Statutes, and/or any contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to any and all acts or omissions of such persons, including without limitation, in connection with the implementation, adoption, execution, and/or effecting of this Plan and/or the merger. The Board is hereby authorized to obtain and/or maintain insurance as may be necessary to cover the Master Association's indemnification obligations.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization, adoption, and/or consent to this Plan and the transactions contemplated hereby by the Master Association's membership, the Board may modify, amend, and/or abandon this Plan and/or the transactions contemplated hereby without further action by the Master Association's membership necessary to the extent provided by the Master Articles, the Master Association's Bylaws, Chapter 718 of the Florida Statutes, and/or Chapter 617 of the Florida Statutes.

11. **Authorization.** The Board is hereby authorized, without further action by the Master Association's membership, to do and perform or cause the officers of the Master Association, to do and perform, any and all acts, and to make, execute, deliver, and/or adopt any and all agreements, resolutions, conveyances, certificates, contracts, and/or other documents of every kind that are deemed necessary, appropriate, and/or desirable, in the absolute discretion of the Board, to implement, adopt, execute, and/or effect this Plan and/or any of the transactions contemplated hereby, including, without limiting the foregoing, all filings and/or acts required by any state or federal law or regulation to accomplish the merger.

[END OF PLAN]

**PLAN OF MERGER OF
MONROE IV COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

This Plan of Merger (hereinafter, this "Plan") is intended to constitute a plan of merger of two (2) Florida not for profit corporations into one (1) Florida not for profit corporation in accordance with Section 617.1101, Section 617.1103, Section 617.1105, and Section 617.1106 of the Florida Statutes. This Plan shall accomplish the merger of Monroe IV Commercial Condominium Association, Inc. (hereinafter, the "Master Association") and Monroe IV Building "B" Condominium Association, Inc. (hereinafter, the "B Association"), with the Master Association being the surviving corporation, in accordance with Chapter 617 of the Florida Statutes, the Master Association's Articles of Incorporation (hereinafter, the "Master Articles"), and that certain Declaration of Condominium of Monroe IV Commercial Condominium recorded in Official Records Book 6676, Page 895, *et seq.*, Public Records of Seminole County, Florida (hereinafter, the "Declaration").

1. **Names of Corporations Proposing to Merge.** The names of the corporations proposing to merge are Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation, and Monroe IV Building "B" Condominium Association, Inc., a Florida not for profit corporation.

2. **Name of Surviving Corporation.** The name of the surviving corporation to be effected by the merger shall be Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Master Association shall be designated as the surviving corporation.

3. **Effective Date of the Merger.** The merger shall be effective as of the date the necessary documents are filed with the State of Florida Department of State as described in Paragraph 4 below, and the proposed amendments to the Declaration have been recorded in the Public Records of Seminole County, Florida (hereinafter, the "Effective Date").

4. **Terms and Conditions of the Proposed Merger.** The terms and conditions of the Plan shall include the following:

- A. The Board of Directors of the Master Association (hereinafter, the "Board") has adopted resolutions deeming it advisable and in the best interest of the Master Association's membership to merge the Master Association and the B Association, to adopt this Plan, and call a special meeting of the Master Association's membership and/or requested the Master Association's membership take action without a meeting through written consents in order to approve the merger and to approve and adopt this Plan. The Board has duly adopted this Plan and has presented the Plan to the Master Association's membership to take action on the Plan. If the Plan is adopted by the requisite action of the Master Association's membership, the Plan shall constitute the adopted Plan of the Master Association. In accordance with Article II, Section 6 of the Master Articles, the Master Association has the authority to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger and/or consolidation must have the asset of at least seventy-five percent (75%) of each class of members set forth and/or described in the Declaration. In accordance with Section 617.0701(4) of the Florida Statutes, any action required or permitted by Chapter 617 of the Florida Statutes may be taken without a meeting if the action is taken by the

members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all of the Master Association's members entitled to vote on such action were present and voted. Pursuant to Section 617.0701(4)(a) of the Florida Statutes, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action.

- B. Promptly after the respective memberships of the Master Association and the B Association approve the merger, the Master Association shall file with the Department of State of the State of Florida the following: (a) Articles of Merger executed by both the Master Association and the B Association in accordance with Section 617.1105 of the Florida Statutes; and (b) a copy of this Plan in accordance with Section 617.1105 of the Florida Statutes.
- C. As of the Effective Date, the title to all real estate, personal property, and/or other property of any kind, or any interest therein, owned by the Master Association and the B Association shall be vested in the Master Association without reversion and/or impairment.
- D. As of the Effective Date, the Master Association shall be responsible, liable, and/or obligated for the liabilities, duties, contracts, responsibilities, and/or obligations of the B Association as more particular described in this Plan.
- E. After the Effective Date, the Master Association shall enter and/or substitute in any and all claims existing, actions, and/or proceedings pending by and/or against the B Association.
- F. For the purpose of effecting the merger described in this Plan, the Master Association may hire and/or retain, at the sole discretion of the Board, such employees, consultants and/or advisors as the Board deems necessary or desirable to supervise or facilitate the merger, any distribution and/or transfer of assets as contemplated by this Plan, and/or any and all actions necessary to effect the actions set forth in this Plan.
- G. Any and all monies of the B Association being held in reserve accounts specifically associated with certain real property, common elements, limited common elements, and/or improvements will be transferred, conveyed, and/or assigned to the Master Association and kept in the Master Association's reserve accounts.
- H. Any and all monies of the B Association in the B Association's operating account and/or the B Association's operating funds shall be disbursed to the Master Association. In the event a member of the B Association has prepaid B Association assessments in advance of the Effective Date, the B Association shall notify the Master Association of such prepayment, and the Master Association shall apply such prepayment to that member's account and/or ledger with the Master Association as a credit toward any amounts due and owing to the Master Association.
- I. The Master Association shall assume and/or shall accept the assignment of any and all service contracts, utility contracts, and/or vendor contracts previously entered into by the B Association. Upon the assumption and/or assignment of any such service contract,

utility contract, and/or vendor contract, the Master Association will become responsible and/or liable for any and all future charges, services, costs, and/or expenses associated with, arising from, and/or in any way related to such contracts. If a service contract, utility contract, and/or vendor contract cannot be assigned and/or assumed by the Master Association, the B Association shall take the necessary steps and/or actions to terminate such service contract, utility contract, and/or vendor contract in accordance with its respective terms.

- J. Any and all accounts and/or account receivables that are the subject of any collection activities by the B Association shall be assigned and/or transferred to the Master Association.
- K. The Master Association may require the B Association to obtain, prepare, and/or have performed a final audit of the B Association's financial records that covers the time period from the last date covered by the most recent year-end financial report as required pursuant to Chapter 718 of the Florida Statutes through and including the Effective Date.
- L. The Master Association shall retain and/or make arrangements for the retention of the B Association's official records as described in Section 718.111 of the Florida Statutes for the period of time set forth therein.
- M. Upon the adoption of this Plan, the Master Association's membership acknowledges, understands, and agrees that a separate condominium was never created for Building "B" and that the only declaration of condominium that exists for Building "B" is the Declaration. Therefore, no separate declaration of condominium needs to be merged and/or addressed by this Plan and/or the merger.

5. **Statement of Changes in the Surviving Corporation's Article of Incorporation to be Effected by the Merger.** There shall be no changes in the Master Association's Master Articles to be effected by the merger.

6. **Conversion of Memberships in Merging Corporation into Memberships in the Surviving Corporation.** In accordance with the terms of the Declaration, the members of the B Association are already members of the Master Association, therefore, no conversion of membership shall be necessary and/or appropriate. In addition, the Master Association shall not distribute and/or issue payments to any of the B Association's membership in connection with and/or associated with the merger.

7. **Membership Consent to Sale, Conveyance, and/or Transfer of Assets.** Adoption of this Plan by the requisite vote of the Master Association's membership shall constitute the approval of the Master Association's membership of the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition of all of the real property, improvements on real property, personal property, rights, claims, monies, and/or assets of the B Association, whether such acceptance, transfer, conveyance, assignment, exchange, and/or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of any and all contracts for the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition that are conditioned on adoption of this Plan.

8. **Expenses of Merger.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Master Association may, in the absolute discretion of the Board, pay any brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Master Association and/or the B Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan.

9. **Indemnification.** The Master Association shall continue to indemnify the officers, directors, employees, and agents of the B Association in accordance with its Master Articles, its Bylaws, Chapter 617 of the Florida Statutes, and/or any contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to any and all acts or omissions of such persons, including without limitation, in connection with the implementation, adoption, execution, and/or effecting of this Plan and/or the merger. The Board is hereby authorized to obtain and/or maintain insurance as may be necessary to cover the Master Association's indemnification obligations.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization, adoption, and/or consent to this Plan and the transactions contemplated hereby by the Master Association's membership, the Board may modify, amend, and/or abandon this Plan and/or the transactions contemplated hereby without further action by the Master Association's membership necessary to the extent provided by the Master Articles, the Master Association's Bylaws, Chapter 718 of the Florida Statutes, and/or Chapter 617 of the Florida Statutes.

11. **Authorization.** The Board is hereby authorized, without further action by the Master Association's membership, to do and perform or cause the officers of the Master Association, to do and perform, any and all acts, and to make, execute, deliver, and/or adopt any and all agreements, resolutions, conveyances, certificates, contracts, and/or other documents of every kind that are deemed necessary, appropriate, and/or desirable, in the absolute discretion of the Board, to implement, adopt, execute, and/or effect this Plan and/or any of the transactions contemplated hereby, including, without limiting the foregoing, all filings and/or acts required by any state or federal law or regulation to accomplish the merger.

[END OF PLAN]

**PLAN OF MERGER OF
MONROE IV COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

This Plan of Merger (hereinafter, this "Plan") is intended to constitute a plan of merger of two (2) Florida not for profit corporations into one (1) Florida not for profit corporation in accordance with Section 617.1101, Section 617.1103, Section 617.1105, and Section 617.1106 of the Florida Statutes. This Plan shall accomplish the merger of Monroe IV Commercial Condominium Association, Inc. (hereinafter, the "Master Association") and Monroe IV Building "C" Condominium Association, Inc. (hereinafter, the "C Association"), with the Master Association being the surviving corporation, in accordance with Chapter 617 of the Florida Statutes, the Master Association's Articles of Incorporation (hereinafter, the "Master Articles"), and that certain Declaration of Condominium of Monroe IV Commercial Condominium recorded in Official Records Book 6676, Page 895, *et seq.*, Public Records of Seminole County, Florida (hereinafter, the "Declaration").

1. **Names of Corporations Proposing to Merge.** The names of the corporations proposing to merge are Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation, and Monroe IV Building "C" Condominium Association, Inc., a Florida not for profit corporation.

2. **Name of Surviving Corporation.** The name of the surviving corporation to be effected by the merger shall be Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Master Association shall be designated as the surviving corporation.

3. **Effective Date of the Merger.** The merger shall be effective as of the date the necessary documents are filed with the State of Florida Department of State as described in Paragraph 4 below, and the proposed amendments to the Declaration have been recorded in the Public Records of Seminole County, Florida (hereinafter, the "Effective Date").

4. **Terms and Conditions of the Proposed Merger.** The terms and conditions of the Plan shall include the following:

- A. The Board of Directors of the Master Association (hereinafter, the "Board") has adopted resolutions deeming it advisable and in the best interest of the Master Association's membership to merge the Master Association and the C Association, to adopt this Plan, and call a special meeting of the Master Association's membership and/or requested the Master Association's membership take action without a meeting through written consents in order to approve the merger and to approve and adopt this Plan. The Board has duly adopted this Plan and has presented the Plan to the Master Association's membership to take action on the Plan. If the Plan is adopted by the requisite action of the Master Association's membership, the Plan shall constitute the adopted Plan of the Master Association. In accordance with Article II, Section 6 of the Master Articles, the Master Association has the authority to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger and/or consolidation must have the asset of at least seventy-five percent (75%) of each class of members set forth and/or described in the Declaration. In accordance with Section 617.0701(4) of the Florida Statutes, any action required or permitted by Chapter 617 of the Florida Statutes may be taken without a meeting if the action is taken by the

members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all of the Master Association's members entitled to vote on such action were present and voted. Pursuant to Section 617.0701(4)(a) of the Florida Statutes, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action.

- B. Promptly after the respective memberships of the Master Association and the C Association approve the merger, the Master Association shall file with the Department of State of the State of Florida the following: (a) Articles of Merger executed by both the Master Association and the C Association in accordance with Section 617.1105 of the Florida Statutes; and (b) a copy of this Plan in accordance with Section 617.1105 of the Florida Statutes.
- C. As of the Effective Date, the title to all real estate, personal property, and/or other property of any kind, or any interest therein, owned by the Master Association and the C Association shall be vested in the Master Association without reversion and/or impairment.
- D. As of the Effective Date, the Master Association shall be responsible, liable, and/or obligated for the liabilities, duties, contracts, responsibilities, and/or obligations of the C Association as more particular described in this Plan.
- E. After the Effective Date, the Master Association shall enter and/or substitute in any and all claims existing, actions, and/or proceedings pending by and/or against the C Association.
- F. For the purpose of effecting the merger described in this Plan, the Master Association may hire and/or retain, at the sole discretion of the Board, such employees, consultants and/or advisors as the Board deems necessary or desirable to supervise or facilitate the merger, any distribution and/or transfer of assets as contemplated by this Plan, and/or any and all actions necessary to effect the actions set forth in this Plan.
- G. Any and all monies of the C Association being held in reserve accounts specifically associated with certain real property, common elements, limited common elements, and/or improvements will be transferred, conveyed, and/or assigned to the Master Association and kept in the Master Association's reserve accounts.
- H. Any and all monies of the C Association in the C Association's operating account and/or the C Association's operating funds shall be disbursed to the Master Association. In the event a member of the C Association has prepaid C Association assessments in advance of the Effective Date, the C Association shall notify the Master Association of such prepayment, and the Master Association shall apply such prepayment to that member's account and/or ledger with the Master Association as a credit toward any amounts due and owing to the Master Association.
- I. The Master Association shall assume and/or shall accept the assignment of any and all service contracts, utility contracts, and/or vendor contracts previously entered into by the C Association. Upon the assumption and/or assignment of any such service contract,

utility contract, and/or vendor contract, the Master Association will become responsible and/or liable for any and all future charges, services, costs, and/or expenses associated with, arising from, and/or in any way related to such contracts. If a service contract, utility contract, and/or vendor contract cannot be assigned and/or assumed by the Master Association, the C Association shall take the necessary steps and/or actions to terminate such service contract, utility contract, and/or vendor contract in accordance with its respective terms.

- J. Any and all accounts and/or account receivables that are the subject of any collection activities by the C Association shall be assigned and/or transferred to the Master Association.
- K. The Master Association may require the C Association to obtain, prepare, and/or have performed a final audit of the C Association's financial records that covers the time period from the last date covered by the most recent year-end financial report as required pursuant to Chapter 718 of the Florida Statutes through and including the Effective Date.
- L. The Master Association shall retain and/or make arrangements for the retention of the C Association's official records as described in Section 718.111 of the Florida Statutes for the period of time set forth therein.
- M. Upon the adoption of this Plan, the Master Association's membership acknowledges, understands, and agrees that a separate condominium was never created for Building "C" and that the only declaration of condominium that exists for Building "C" is the Declaration. Therefore, no separate declaration of condominium needs to be merged and/or addressed by this Plan and/or the merger.

5. **Statement of Changes in the Surviving Corporation's Article of Incorporation to be Effected by the Merger.** There shall be no changes in the Master Association's Master Articles to be effected by the merger.

6. **Conversion of Memberships in Merging Corporation into Memberships in the Surviving Corporation.** In accordance with the terms of the Declaration, the members of the C Association are already members of the Master Association, therefore, no conversion of membership shall be necessary and/or appropriate. In addition, the Master Association shall not distribute and/or issue payments to any of the C Association's membership in connection with and/or associated with the merger.

7. **Membership Consent to Sale, Conveyance, and/or Transfer of Assets.** Adoption of this Plan by the requisite vote of the Master Association's membership shall constitute the approval of the Master Association's membership of the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition of all of the real property, improvements on real property, personal property, rights, claims, monies, and/or assets of the C Association, whether such acceptance, transfer, conveyance, assignment, exchange, and/or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of any and all contracts for the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition that are conditioned on adoption of this Plan.

8. **Expenses of Merger.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Master Association may, in the absolute discretion of the Board, pay any brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Master Association and/or the C Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan.

9. **Indemnification.** The Master Association shall continue to indemnify the officers, directors, employees, and agents of the C Association in accordance with its Master Articles, its Bylaws, Chapter 617 of the Florida Statutes, and/or any contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to any and all acts or omissions of such persons, including without limitation, in connection with the implementation, adoption, execution, and/or effecting of this Plan and/or the merger. The Board is hereby authorized to obtain and/or maintain insurance as may be necessary to cover the Master Association's indemnification obligations.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization, adoption, and/or consent to this Plan and the transactions contemplated hereby by the Master Association's membership, the Board may modify, amend, and/or abandon this Plan and/or the transactions contemplated hereby without further action by the Master Association's membership necessary to the extent provided by the Master Articles, the Master Association's Bylaws, Chapter 718 of the Florida Statutes, and/or Chapter 617 of the Florida Statutes.

11. **Authorization.** The Board is hereby authorized, without further action by the Master Association's membership, to do and perform or cause the officers of the Master Association, to do and perform, any and all acts, and to make, execute, deliver, and/or adopt any and all agreements, resolutions, conveyances, certificates, contracts, and/or other documents of every kind that are deemed necessary, appropriate, and/or desirable, in the absolute discretion of the Board, to implement, adopt, execute, and/or effect this Plan and/or any of the transactions contemplated hereby, including, without limiting the foregoing, all filings and/or acts required by any state or federal law or regulation to accomplish the merger.

[END OF PLAN]

**PLAN OF MERGER OF
MONROE IV COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

This Plan of Merger (hereinafter, this "Plan") is intended to constitute a plan of merger of two (2) Florida not for profit corporations into one (1) Florida not for profit corporation in accordance with Section 617.1101, Section 617.1103, Section 617.1105, and Section 617.1106 of the Florida Statutes. This Plan shall accomplish the merger of Monroe IV Commercial Condominium Association, Inc. (hereinafter, the "Master Association") and Monroe IV Building "D" Condominium Association, Inc. (hereinafter, the "D Association"), with the Master Association being the surviving corporation, in accordance with Chapter 617 of the Florida Statutes, the Master Association's Articles of Incorporation (hereinafter, the "Master Articles"), and that certain Declaration of Condominium of Monroe IV Commercial Condominium recorded in Official Records Book 6676, Page 895, *et seq.*, Public Records of Seminole County, Florida (hereinafter, the "Declaration").

1. **Names of Corporations Proposing to Merge.** The names of the corporations proposing to merge are Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation, and Monroe IV Building "D" Condominium Association, Inc., a Florida not for profit corporation.

2. **Name of Surviving Corporation.** The name of the surviving corporation to be effected by the merger shall be Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Master Association shall be designated as the surviving corporation.

3. **Effective Date of the Merger.** The merger shall be effective as of the date the necessary documents are filed with the State of Florida Department of State as described in Paragraph 4 below, and the proposed amendments to the Declaration have been recorded in the Public Records of Seminole County, Florida (hereinafter, the "Effective Date").

4. **Terms and Conditions of the Proposed Merger.** The terms and conditions of the Plan shall include the following:

- A. The Board of Directors of the Master Association (hereinafter, the "Board") has adopted resolutions deeming it advisable and in the best interest of the Master Association's membership to merge the Master Association and the D Association, to adopt this Plan, and call a special meeting of the Master Association's membership and/or requested the Master Association's membership take action without a meeting through written consents in order to approve the merger and to approve and adopt this Plan. The Board has duly adopted this Plan and has presented the Plan to the Master Association's membership to take action on the Plan. If the Plan is adopted by the requisite action of the Master Association's membership, the Plan shall constitute the adopted Plan of the Master Association. In accordance with Article II, Section 6 of the Master Articles, the Master Association has the authority to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger and/or consolidation must have the asset of at least seventy-five percent (75%) of each class of members set forth and/or described in the Declaration. In accordance with Section 617.0701(4) of the Florida Statutes, any action required by this Plan shall be

members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all of the Master Association's members entitled to vote on such action were present and voted. Pursuant to Section 617.0701(4)(a) of the Florida Statutes, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action.

- B. Promptly after the respective memberships of the Master Association and the D Association approve the merger, the Master Association shall file with the Department of State of the State of Florida the following: (a) Articles of Merger executed by both the Master Association and the D Association in accordance with Section 617.1105 of the Florida Statutes; and (b) a copy of this Plan in accordance with Section 617.1105 of the Florida Statutes.
- C. As of the Effective Date, the title to all real estate, personal property, and/or other property of any kind, or any interest therein, owned by the Master Association and the D Association shall be vested in the Master Association without reversion and/or impairment.
- D. As of the Effective Date, the Master Association shall be responsible, liable, and/or obligated for the liabilities, duties, contracts, responsibilities, and/or obligations of the D Association as more particular described in this Plan.
- E. After the Effective Date, the Master Association shall enter and/or substitute in any and all claims existing, actions, and/or proceedings pending by and/or against the D Association.
- F. For the purpose of effecting the merger described in this Plan, the Master Association may hire and/or retain, at the sole discretion of the Board, such employees, consultants and/or advisors as the Board deems necessary or desirable to supervise or facilitate the merger, any distribution and/or transfer of assets as contemplated by this Plan, and/or any and all actions necessary to effect the actions set forth in this Plan.
- G. Any and all monies of the D Association being held in reserve accounts specifically associated with certain real property, common elements, limited common elements, and/or improvements will be transferred, conveyed, and/or assigned to the Master Association and kept in the Master Association's reserve accounts.
- H. Any and all monies of the D Association in the D Association's operating account and/or the D Association's operating funds shall be disbursed to the Master Association. In the event a member of the D Association has prepaid D Association assessments in advance of the Effective Date, the D Association shall notify the Master Association of such prepayment, and the Master Association shall apply such prepayment to that member's account and/or ledger with the Master Association as a credit toward any amounts due and owing to the Master Association.
- I. The Master Association shall assume and/or shall accept the assignment of any and all service contracts, utility contracts, and/or vendor contracts previously entered into by the D Association. Upon the assumption and/or assignment of any such service contract,

utility contract, and/or vendor contract, the Master Association will become responsible and/or liable for any and all future charges, services, costs, and/or expenses associated with, arising from, and/or in any way related to such contracts. If a service contract, utility contract, and/or vendor contract cannot be assigned and/or assumed by the Master Association, the D Association shall take the necessary steps and/or actions to terminate such service contract, utility contract, and/or vendor contract in accordance with its respective terms.

- J. Any and all accounts and/or account receivables that are the subject of any collection activities by the D Association shall be assigned and/or transferred to the Master Association.
- K. The Master Association may require the D Association to obtain, prepare, and/or have performed a final audit of the D Association's financial records that covers the time period from the last date covered by the most recent year-end financial report as required pursuant to Chapter 718 of the Florida Statutes through and including the Effective Date.
- L. The Master Association shall retain and/or make arrangements for the retention of the D Association's official records as described in Section 718.111 of the Florida Statutes for the period of time set forth therein.
- M. Upon the adoption of this Plan, the Master Association's membership acknowledges, understands, and agrees that a separate condominium was never created for Building "D" and that the only declaration of condominium that exists for Building "D" is the Declaration. Therefore, no separate declaration of condominium needs to be merged and/or addressed by this Plan and/or the merger.

5. **Statement of Changes in the Surviving Corporation's Article of Incorporation to be Effected by the Merger.** There shall be no changes in the Master Association's Master Articles to be effected by the merger.

6. **Conversion of Memberships in Merging Corporation into Memberships in the Surviving Corporation.** In accordance with the terms of the Declaration, the members of the D Association are already members of the Master Association, therefore, no conversion of membership shall be necessary and/or appropriate. In addition, the Master Association shall not distribute and/or issue payments to any of the D Association's membership in connection with and/or associated with the merger.

7. **Membership Consent to Sale, Conveyance, and/or Transfer of Assets.** Adoption of this Plan by the requisite vote of the Master Association's membership shall constitute the approval of the Master Association's membership of the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition of all of the real property, improvements on real property, personal property, rights, claims, monies, and/or assets of the D Association, whether such acceptance, transfer, conveyance, assignment, exchange, and/or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of any and all contracts for the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition that are conditioned on adoption of this Plan.

8. **Expenses of Merger.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Master Association may, in the absolute discretion of the Board, pay any brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Master Association and/or the D Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan.

9. **Indemnification.** The Master Association shall continue to indemnify the officers, directors, employees, and agents of the D Association in accordance with its Master Articles, its Bylaws, Chapter 617 of the Florida Statutes, and/or any contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to any and all acts or omissions of such persons, including without limitation, in connection with the implementation, adoption, execution, and/or effecting of this Plan and/or the merger. The Board is hereby authorized to obtain and/or maintain insurance as may be necessary to cover the Master Association's indemnification obligations.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization, adoption, and/or consent to this Plan and the transactions contemplated hereby by the Master Association's membership, the Board may modify, amend, and/or abandon this Plan and/or the transactions contemplated hereby without further action by the Master Association's membership necessary to the extent provided by the Master Articles, the Master Association's Bylaws, Chapter 718 of the Florida Statutes, and/or Chapter 617 of the Florida Statutes.

11. **Authorization.** The Board is hereby authorized, without further action by the Master Association's membership, to do and perform or cause the officers of the Master Association, to do and perform, any and all acts, and to make, execute, deliver, and/or adopt any and all agreements, resolutions, conveyances, certificates, contracts, and/or other documents of every kind that are deemed necessary, appropriate, and/or desirable, in the absolute discretion of the Board, to implement, adopt, execute, and/or effect this Plan and/or any of the transactions contemplated hereby, including, without limiting the foregoing, all filings and/or acts required by any state or federal law or regulation to accomplish the merger.

[END OF PLAN]

**PLAN OF MERGER OF
MONROE IV BUILDING "A" CONDOMINIUM ASSOCIATION, INC.**

This Plan of Merger (hereinafter, this "Plan") is intended to constitute a plan of merger of two (2) Florida not for profit corporations into one (1) Florida not for profit corporation in accordance with Section 617.1101, Section 617.1103, Section 617.1105, and Section 617.1106 of the Florida Statutes. This Plan shall accomplish the merger of Monroe IV Commercial Condominium Association, Inc. (hereinafter, the "Master Association") and Monroe IV Building "A" Condominium Association, Inc. (hereinafter, the "Association"), with the Master Association being the surviving corporation, in accordance with Chapter 617 of the Florida Statutes, the Association's Articles of Incorporation (hereinafter, the "Articles"), and that certain Declaration of Condominium of Monroe IV Commercial Condominium recorded in Official Records Book 6676, Page 895, *et seq.*, Public Records of Seminole County, Florida (hereinafter, the "Declaration").

1. **Names of Corporations Proposing to Merge.** The names of the corporations proposing to merge are Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation, and Monroe IV Building "A" Condominium Association, Inc., a Florida not for profit corporation.

2. **Name of Surviving Corporation.** The name of the surviving corporation to be effected by the merger shall be Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Master Association shall be designated as the surviving corporation.

3. **Effective Date of the Merger.** The merger shall be effective as of the date the necessary documents are filed with the State of Florida Department of State as described in Paragraph 4 below, and the proposed amendments to the Declaration have been recorded in the Public Records of Seminole County, Florida (hereinafter, the "Effective Date").

4. **Terms and Conditions of the Proposed Merger.** The terms and conditions of the Plan shall include the following:

- A. The Board of Directors of the Association (hereinafter, the "Board") has adopted resolutions deeming it advisable and in the best interest of the Association's membership to merge the Master Association and the Association, to adopt this Plan, and call a special meeting of the Association's membership and/or requested the Association's membership take action without a meeting through written consents in order to approve the merger and to approve and adopt this Plan. The Board has duly adopted this Plan and has presented the Plan to the Association's membership to take action on the Plan. If the Plan is adopted by the requisite action of the Association's membership, the Plan shall constitute the adopted Plan of the Association. In accordance with Article II, Section 6 of the Articles, the Association has the authority to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger and/or consolidation must have the asset of at least seventy-five percent (75%) of each class of members set forth and/or described in the Declaration. In accordance with Section 617.0701(4) of the Florida Statutes, any action required or permitted by Chapter 617 of the Florida Statutes may be taken without a meeting if:

the minimum number of votes necessary to authorize such action at a meeting at which all of the Association's members entitled to vote on such action were present and voted. Pursuant to Section 617.0701(4)(a) of the Florida Statutes, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action.

- B. Promptly after the respective memberships of the Master Association and the Association approve the merger, the Master Association shall file with the Department of State of the State of Florida the following: (a) Articles of Merger executed by both the Master Association and the Association in accordance with Section 617.1105 of the Florida Statutes; and (b) a copy of this Plan in accordance with Section 617.1105 of the Florida Statutes.
- C. As of the Effective Date, the title to all real estate, personal property, and/or other property of any kind, or any interest therein, owned by the Master Association and the Association shall be vested in the Master Association without reversion and/or impairment.
- D. As of the Effective Date, the Master Association shall be responsible, liable, and/or obligated for the liabilities, duties, contracts, responsibilities, and/or obligations of the Association as more particular described in this Plan.
- E. After the Effective Date, the Master Association shall enter and/or substitute in any and all claims existing, actions, and/or proceedings pending by and/or against the Association.
- F. For the purpose of effecting the merger described in this Plan, the Master Association may hire and/or retain, at the sole discretion of the Board, such employees, consultants and/or advisors as the Board deems necessary or desirable to supervise or facilitate the merger, any distribution and/or transfer of assets as contemplated by this Plan, and/or any and all actions necessary to effect the actions set forth in this Plan.
- G. Any and all monies of the Association being held in reserve accounts specifically associated with certain real property, common elements, limited common elements, and/or improvements will be transferred, conveyed, and/or assigned to the Master Association and kept in the Master Association's reserve accounts.
- H. Any and all monies of the Association in the Association's operating account and/or the Association's operating funds shall be disbursed to the Master Association. In the event a member of the Association has prepaid Association assessments in advance of the Effective Date, the Association shall notify the Master Association of such prepayment, and the Master Association shall apply such prepayment to that member's account and/or ledger with the Master Association as a credit toward any amounts due and owing to the Master Association.
- I. The Master Association shall assume and/or shall accept the assignment of any and all service contracts, utility contracts, and/or vendor contracts previously entered into by the Association. Upon the assumption and/or assignment of any such service contract, utility

contract, and/or vendor contract, the Master Association will become responsible and/or liable for any and all future charges, services, costs, and/or expenses associated with, arising from, and/or in any way related to such contracts. If a service contract, utility contract, and/or vendor contract cannot be assigned and/or assumed by the Master Association, the Association shall take the necessary steps and/or actions to terminate such service contract, utility contract, and/or vendor contract in accordance with its respective terms.

- J. Any and all accounts and/or account receivables that are the subject of any collection activities by the Association shall be assigned and/or transferred to the Master Association.
- K. The Master Association may require the Association to obtain, prepare, and/or have performed a final audit of the Association's financial records that covers the time period from the last date covered by the most recent year-end financial report as required pursuant to Chapter 718 of the Florida Statutes through and including the Effective Date. In the event of such a requirement of a final audit, the Association shall timely perform that final audit.
- L. The Master Association shall retain and/or make arrangements for the retention of the Association's official records as described in Section 718.111 of the Florida Statutes for the period of time set forth therein.
- M. Upon the adoption of this Plan, the Master Association's membership acknowledges, understands, and agrees that a separate condominium was never created for Building "A" and that the only declaration of condominium that exists for Building "A" is the Declaration. Therefore, no separate declaration of condominium needs to be merged and/or addressed by this Plan and/or the merger.

5. **Statement of Changes in the Surviving Corporation's Article of Incorporation to be Effected by the Merger.** There shall be no changes in the Master Association's Master Articles to be effected by the merger.

6. **Conversion of Memberships in Merging Corporation into Memberships in the Surviving Corporation.** In accordance with the terms of the Declaration, the members of the Association are already members of the Master Association, therefore, no conversion of membership shall be necessary and/or appropriate. In addition, the Master Association shall not distribute and/or issue payments to any of the Association's membership in connection with and/or associated with the merger.

7. **Membership Consent to Sale, Conveyance, and/or Transfer of Assets.** Adoption of this Plan by the requisite vote of the Association's membership shall constitute the approval of the Association's membership of the transfer, conveyance, assignment, exchange, and/or other disposition of all of the real property, improvements on real property, personal property, rights, claims, monies, and/or assets to the Master Association, whether such transfer, conveyance, assignment, exchange, and/or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of any and all contracts for the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition that are conditioned on adoption of this Plan.

8. **Expenses of Merger.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Master Association may, in its absolute discretion, pay any brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Master Association and/or the Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan. In the event the Master Association declines to pay the Association's costs and/or expenses, the Association shall pay any and all brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan.

9. **Indemnification.** The Master Association shall continue to indemnify the officers, directors, employees, and agents of the Association in accordance with its Master Articles, its Bylaws, Chapter 617 of the Florida Statutes, and/or any contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to any and all acts or omissions of such persons, including without limitation, in connection with the implementation, adoption, execution, and/or effecting of this Plan and/or the merger.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization, adoption, and/or consent to this Plan and the transactions contemplated hereby by the Association's membership, the Board may modify, amend, and/or abandon this Plan and/or the transactions contemplated hereby without further action by the Association's membership necessary to the extent provided by the Articles, the Association's Bylaws, Chapter 718 of the Florida Statutes, and/or Chapter 617 of the Florida Statutes.

11. **Authorization.** The Board is hereby authorized, without further action by the Association's membership, to do and perform or cause the officers of the Association, to do and perform, any and all acts, and to make, execute, deliver, and/or adopt any and all agreements, resolutions, conveyances, certificates, contracts, and/or other documents of every kind that are deemed necessary, appropriate, and/or desirable, in the absolute discretion of the Board, to implement, adopt, execute, and/or effect this Plan and/or any of the transactions contemplated hereby, including, without limiting the foregoing, all filings and/or acts required by any state or federal law or regulation to accomplish the merger.

[END OF PLAN]

**PLAN OF MERGER OF
MONROE IV BUILDING "B" CONDOMINIUM ASSOCIATION, INC.**

This Plan of Merger (hereinafter, this "Plan") is intended to constitute a plan of merger of two (2) Florida not for profit corporations into one (1) Florida not for profit corporation in accordance with Section 617.1101, Section 617.1103, Section 617.1105, and Section 617.1106 of the Florida Statutes. This Plan shall accomplish the merger of Monroe IV Commercial Condominium Association, Inc. (hereinafter, the "Master Association") and Monroe IV Building "B" Condominium Association, Inc. (hereinafter, the "Association"), with the Master Association being the surviving corporation, in accordance with Chapter 617 of the Florida Statutes, the Association's Articles of Incorporation (hereinafter, the "Articles"), and that certain Declaration of Condominium of Monroe IV Commercial Condominium recorded in Official Records Book 6676, Page 895, *et seq.*, Public Records of Seminole County, Florida (hereinafter, the "Declaration").

1. **Names of Corporations Proposing to Merge.** The names of the corporations proposing to merge are Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation, and Monroe IV Building "B" Condominium Association, Inc., a Florida not for profit corporation.

2. **Name of Surviving Corporation.** The name of the surviving corporation to be effected by the merger shall be Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Master Association shall be designated as the surviving corporation.

3. **Effective Date of the Merger.** The merger shall be effective as of the date the necessary documents are filed with the State of Florida Department of State as described in Paragraph 4 below, and the proposed amendments to the Declaration have been recorded in the Public Records of Seminole County, Florida (hereinafter, the "Effective Date").

4. **Terms and Conditions of the Proposed Merger.** The terms and conditions of the Plan shall include the following:

- A. The Board of Directors of the Association (hereinafter, the "Board") has adopted resolutions deeming it advisable and in the best interest of the Association's membership to merge the Master Association and the Association, to adopt this Plan, and call a special meeting of the Association's membership and/or requested the Association's membership take action without a meeting through written consents in order to approve the merger and to approve and adopt this Plan. The Board has duly adopted this Plan and has presented the Plan to the Association's membership to take action on the Plan. If the Plan is adopted by the requisite action of the Association's membership, the Plan shall constitute the adopted Plan of the Association. In accordance with Article II, Section 6 of the Articles, the Association has the authority to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger and/or consolidation must have the asset of at least seventy-five percent (75%) of each class of members set forth and/or described in the Declaration. In accordance with Section 617.0701(4) of the Florida Statutes, any action required or permitted by Chapter 617 of the Florida Statutes may be taken without a meeting if the action is taken by the members entitled to vote on such action and having not less than

the minimum number of votes necessary to authorize such action at a meeting at which all of the Association's members entitled to vote on such action were present and voted. Pursuant to Section 617.0701(4)(a) of the Florida Statutes, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action.

- B. Promptly after the respective memberships of the Master Association and the Association approve the merger, the Master Association shall file with the Department of State of the State of Florida the following: (a) Articles of Merger executed by both the Master Association and the Association in accordance with Section 617.1105 of the Florida Statutes; and (b) a copy of this Plan in accordance with Section 617.1105 of the Florida Statutes.
- C. As of the Effective Date, the title to all real estate, personal property, and/or other property of any kind, or any interest therein, owned by the Master Association and the Association shall be vested in the Master Association without reversion and/or impairment.
- D. As of the Effective Date, the Master Association shall be responsible, liable, and/or obligated for the liabilities, duties, contracts, responsibilities, and/or obligations of the Association as more particular described in this Plan.
- E. After the Effective Date, the Master Association shall enter and/or substitute in any and all claims existing, actions, and/or proceedings pending by and/or against the Association.
- F. For the purpose of effecting the merger described in this Plan, the Master Association may hire and/or retain, at the sole discretion of the Board, such employees, consultants and/or advisors as the Board deems necessary or desirable to supervise or facilitate the merger, any distribution and/or transfer of assets as contemplated by this Plan, and/or any and all actions necessary to effect the actions set forth in this Plan.
- G. Any and all monies of the Association being held in reserve accounts specifically associated with certain real property, common elements, limited common elements, and/or improvements will be transferred, conveyed, and/or assigned to the Master Association and kept in the Master Association's reserve accounts.
- H. Any and all monies of the Association in the Association's operating account and/or the Association's operating funds shall be disbursed to the Master Association. In the event a member of the Association has prepaid Association assessments in advance of the Effective Date, the Association shall notify the Master Association of such prepayment, and the Master Association shall apply such prepayment to that member's account and/or ledger with the Master Association as a credit toward any amounts due and owing to the Master Association.
- I. The Master Association shall assume and/or shall accept the assignment of any and all service contracts, utility contracts, and/or vendor contracts previously entered into by the Association. Upon the assumption and/or assignment of any such service contract, utility

contract, and/or vendor contract, the Master Association will become responsible and/or liable for any and all future charges, services, costs, and/or expenses associated with, arising from, and/or in any way related to such contracts. If a service contract, utility contract, and/or vendor contract cannot be assigned and/or assumed by the Master Association, the Association shall take the necessary steps and/or actions to terminate such service contract, utility contract, and/or vendor contract in accordance with its respective terms.

- J. Any and all accounts and/or account receivables that are the subject of any collection activities by the Association shall be assigned and/or transferred to the Master Association.
- K. The Master Association may require the Association to obtain, prepare, and/or have performed a final audit of the Association's financial records that covers the time period from the last date covered by the most recent year-end financial report as required pursuant to Chapter 718 of the Florida Statutes through and including the Effective Date. In the event of such a requirement of a final audit, the Association shall timely perform that final audit.
- L. The Master Association shall retain and/or make arrangements for the retention of the Association's official records as described in Section 718.111 of the Florida Statutes for the period of time set forth therein.
- M. Upon the adoption of this Plan, the Master Association's membership acknowledges, understands, and agrees that a separate condominium was never created for Building "B" and that the only declaration of condominium that exists for Building "B" is the Declaration. Therefore, no separate declaration of condominium needs to be merged and/or addressed by this Plan and/or the merger.

5. **Statement of Changes in the Surviving Corporation's Article of Incorporation to be Effected by the Merger.** There shall be no changes in the Master Association's Master Articles to be effected by the merger.

6. **Conversion of Memberships in Merging Corporation into Memberships in the Surviving Corporation.** In accordance with the terms of the Declaration, the members of the Association are already members of the Master Association, therefore, no conversion of membership shall be necessary and/or appropriate. In addition, the Master Association shall not distribute and/or issue payments to any of the Association's membership in connection with and/or associated with the merger.

7. **Membership Consent to Sale, Conveyance, and/or Transfer of Assets.** Adoption of this Plan by the requisite vote of the Association's membership shall constitute the approval of the Association's membership of the transfer, conveyance, assignment, exchange, and/or other disposition of all of the real property, improvements on real property, personal property, rights, claims, monies, and/or assets to the Master Association, whether such transfer, conveyance, assignment, exchange, and/or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of any and all contracts for the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition that are conditioned on adoption of this Plan.

8. **Expenses of Merger.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Master Association may, in its absolute discretion, pay any brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Master Association and/or the Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan. In the event the Master Association declines to pay the Association's costs and/or expenses, the Association shall pay any and all brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan.

9. **Indemnification.** The Master Association shall continue to indemnify the officers, directors, employees, and agents of the Association in accordance with its Master Articles, its Bylaws, Chapter 617 of the Florida Statutes, and/or any contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to any and all acts or omissions of such persons, including without limitation, in connection with the implementation, adoption, execution, and/or effecting of this Plan and/or the merger.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization, adoption, and/or consent to this Plan and the transactions contemplated hereby by the Association's membership, the Board may modify, amend, and/or abandon this Plan and/or the transactions contemplated hereby without further action by the Association's membership necessary to the extent provided by the Articles, the Association's Bylaws, Chapter 718 of the Florida Statutes, and/or Chapter 617 of the Florida Statutes.

11. **Authorization.** The Board is hereby authorized, without further action by the Association's membership, to do and perform or cause the officers of the Association, to do and perform, any and all acts, and to make, execute, deliver, and/or adopt any and all agreements, resolutions, conveyances, certificates, contracts, and/or other documents of every kind that are deemed necessary, appropriate, and/or desirable, in the absolute discretion of the Board, to implement, adopt, execute, and/or effect this Plan and/or any of the transactions contemplated hereby, including, without limiting the foregoing, all filings and/or acts required by any state or federal law or regulation to accomplish the merger.

[END OF PLAN]

**PLAN OF MERGER OF
MONROE IV BUILDING "C" CONDOMINIUM ASSOCIATION, INC.**

This Plan of Merger (hereinafter, this "Plan") is intended to constitute a plan of merger of two (2) Florida not for profit corporations into one (1) Florida not for profit corporation in accordance with Section 617.1101, Section 617.1103, Section 617.1105, and Section 617.1106 of the Florida Statutes. This Plan shall accomplish the merger of Monroe IV Commercial Condominium Association, Inc. (hereinafter, the "Master Association") and Monroe IV Building "C" Condominium Association, Inc. (hereinafter, the "Association"), with the Master Association being the surviving corporation, in accordance with Chapter 617 of the Florida Statutes, the Association's Articles of Incorporation (hereinafter, the "Articles"), and that certain Declaration of Condominium of Monroe IV Commercial Condominium recorded in Official Records Book 6676, Page 895, *et seq.*, Public Records of Seminole County, Florida (hereinafter, the "Declaration").

1. **Names of Corporations Proposing to Merge.** The names of the corporations proposing to merge are Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation, and Monroe IV Building "C" Condominium Association, Inc., a Florida not for profit corporation.

2. **Name of Surviving Corporation.** The name of the surviving corporation to be effected by the merger shall be Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Master Association shall be designated as the surviving corporation.

3. **Effective Date of the Merger.** The merger shall be effective as of the date the necessary documents are filed with the State of Florida Department of State as described in Paragraph 4 below, and the proposed amendments to the Declaration have been recorded in the Public Records of Seminole County, Florida (hereinafter, the "Effective Date").

4. **Terms and Conditions of the Proposed Merger.** The terms and conditions of the Plan shall include the following:

- A. The Board of Directors of the Association (hereinafter, the "Board") has adopted resolutions deeming it advisable and in the best interest of the Association's membership to merge the Master Association and the Association, to adopt this Plan, and call a special meeting of the Association's membership and/or requested the Association's membership take action without a meeting through written consents in order to approve the merger and to approve and adopt this Plan. The Board has duly adopted this Plan and has presented the Plan to the Association's membership to take action on the Plan. If the Plan is adopted by the requisite action of the Association's membership, the Plan shall constitute the adopted Plan of the Association. In accordance with Article II, Section 6 of the Articles, the Association has the authority to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger and/or consolidation must have the asset of at least seventy-five percent (75%) of each class of members set forth and/or described in the Declaration. In accordance with Section 617.0701(4) of the Florida Statutes, any action required or permitted by Chapter 617 of the Florida Statutes, including this Plan, shall be effective if approved by a majority of the members of the Association.

the minimum number of votes necessary to authorize such action at a meeting at which all of the Association's members entitled to vote on such action were present and voted. Pursuant to Section 617.0701(4)(a) of the Florida Statutes, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action.

- B. Promptly after the respective memberships of the Master Association and the Association approve the merger, the Master Association shall file with the Department of State of the State of Florida the following: (a) Articles of Merger executed by both the Master Association and the Association in accordance with Section 617.1105 of the Florida Statutes; and (b) a copy of this Plan in accordance with Section 617.1105 of the Florida Statutes.
- C. As of the Effective Date, the title to all real estate, personal property, and/or other property of any kind, or any interest therein, owned by the Master Association and the Association shall be vested in the Master Association without reversion and/or impairment.
- D. As of the Effective Date, the Master Association shall be responsible, liable, and/or obligated for the liabilities, duties, contracts, responsibilities, and/or obligations of the Association as more particular described in this Plan.
- E. After the Effective Date, the Master Association shall enter and/or substitute in any and all claims existing, actions, and/or proceedings pending by and/or against the Association.
- F. For the purpose of effecting the merger described in this Plan, the Master Association may hire and/or retain, at the sole discretion of the Board, such employees, consultants and/or advisors as the Board deems necessary or desirable to supervise or facilitate the merger, any distribution and/or transfer of assets as contemplated by this Plan, and/or any and all actions necessary to effect the actions set forth in this Plan.
- G. Any and all monies of the Association being held in reserve accounts specifically associated with certain real property, common elements, limited common elements, and/or improvements will be transferred, conveyed, and/or assigned to the Master Association and kept in the Master Association's reserve accounts.
- H. Any and all monies of the Association in the Association's operating account and/or the Association's operating funds shall be disbursed to the Master Association. In the event a member of the Association has prepaid Association assessments in advance of the Effective Date, the Association shall notify the Master Association of such prepayment, and the Master Association shall apply such prepayment to that member's account and/or ledger with the Master Association as a credit toward any amounts due and owing to the Master Association.
- I. The Master Association shall assume and/or shall accept the assignment of any and all service contracts, utility contracts, and/or vendor contracts previously entered into by the Association. Upon the assumption and/or assignment of any such service contract, utility

contract, and/or vendor contract, the Master Association will become responsible and/or liable for any and all future charges, services, costs, and/or expenses associated with, arising from, and/or in any way related to such contracts. If a service contract, utility contract, and/or vendor contract cannot be assigned and/or assumed by the Master Association, the Association shall take the necessary steps and/or actions to terminate such service contract, utility contract, and/or vendor contract in accordance with its respective terms.

- J. Any and all accounts and/or account receivables that are the subject of any collection activities by the Association shall be assigned and/or transferred to the Master Association.
- K. The Master Association may require the Association to obtain, prepare, and/or have performed a final audit of the Association's financial records that covers the time period from the last date covered by the most recent year-end financial report as required pursuant to Chapter 718 of the Florida Statutes through and including the Effective Date. In the event of such a requirement of a final audit, the Association shall timely perform that final audit.
- L. The Master Association shall retain and/or make arrangements for the retention of the Association's official records as described in Section 718.111 of the Florida Statutes for the period of time set forth therein.
- M. Upon the adoption of this Plan, the Master Association's membership acknowledges, understands, and agrees that a separate condominium was never created for Building "C" and that the only declaration of condominium that exists for Building "C" is the Declaration. Therefore, no separate declaration of condominium needs to be merged and/or addressed by this Plan and/or the merger.

5. **Statement of Changes in the Surviving Corporation's Article of Incorporation to be Effected by the Merger.** There shall be no changes in the Master Association's Master Articles to be effected by the merger.

6. **Conversion of Memberships in Merging Corporation into Memberships in the Surviving Corporation.** In accordance with the terms of the Declaration, the members of the Association are already members of the Master Association, therefore, no conversion of membership shall be necessary and/or appropriate. In addition, the Master Association shall not distribute and/or issue payments to any of the Association's membership in connection with and/or associated with the merger.

7. **Membership Consent to Sale, Conveyance, and/or Transfer of Assets.** Adoption of this Plan by the requisite vote of the Association's membership shall constitute the approval of the Association's membership of the transfer, conveyance, assignment, exchange, and/or other disposition of all of the real property, improvements on real property, personal property, rights, claims, monies, and/or assets to the Master Association, whether such transfer, conveyance, assignment, exchange, and/or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of any and all contracts for the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition that are conditioned on adoption of this Plan.

8. **Expenses of Merger.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Master Association may, in its absolute discretion, pay any brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Master Association and/or the Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan. In the event the Master Association declines to pay the Association's costs and/or expenses, the Association shall pay any and all brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan.

9. **Indemnification.** The Master Association shall continue to indemnify the officers, directors, employees, and agents of the Association in accordance with its Master Articles, its Bylaws, Chapter 617 of the Florida Statutes, and/or any contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to any and all acts or omissions of such persons, including without limitation, in connection with the implementation, adoption, execution, and/or effecting of this Plan and/or the merger.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization, adoption, and/or consent to this Plan and the transactions contemplated hereby by the Association's membership, the Board may modify, amend, and/or abandon this Plan and/or the transactions contemplated hereby without further action by the Association's membership necessary to the extent provided by the Articles, the Association's Bylaws, Chapter 718 of the Florida Statutes, and/or Chapter 617 of the Florida Statutes.

11. **Authorization.** The Board is hereby authorized, without further action by the Association's membership, to do and perform or cause the officers of the Association, to do and perform, any and all acts, and to make, execute, deliver, and/or adopt any and all agreements, resolutions, conveyances, certificates, contracts, and/or other documents of every kind that are deemed necessary, appropriate, and/or desirable, in the absolute discretion of the Board, to implement, adopt, execute, and/or effect this Plan and/or any of the transactions contemplated hereby, including, without limiting the foregoing, all filings and/or acts required by any state or federal law or regulation to accomplish the merger.

[END OF PLAN]

**PLAN OF MERGER OF
MONROE IV BUILDING "D" CONDOMINIUM ASSOCIATION, INC.**

This Plan of Merger (hereinafter, this "Plan") is intended to constitute a plan of merger of two (2) Florida not for profit corporations into one (1) Florida not for profit corporation in accordance with Section 617.1101, Section 617.1103, Section 617.1105, and Section 617.1106 of the Florida Statutes. This Plan shall accomplish the merger of Monroe IV Commercial Condominium Association, Inc. (hereinafter, the "Master Association") and Monroe IV Building "D" Condominium Association, Inc. (hereinafter, the "Association"), with the Master Association being the surviving corporation, in accordance with Chapter 617 of the Florida Statutes, the Association's Articles of Incorporation (hereinafter, the "Articles"), and that certain Declaration of Condominium of Monroe IV Commercial Condominium recorded in Official Records Book 6676, Page 895, *et seq.*, Public Records of Seminole County, Florida (hereinafter, the "Declaration").

1. **Names of Corporations Proposing to Merge.** The names of the corporations proposing to merge are Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation, and Monroe IV Building "D" Condominium Association, Inc., a Florida not for profit corporation.

2. **Name of Surviving Corporation.** The name of the surviving corporation to be effected by the merger shall be Monroe IV Commercial Condominium Association, Inc., a Florida not for profit corporation. The Master Association shall be designated as the surviving corporation.

3. **Effective Date of the Merger.** The merger shall be effective as of the date the necessary documents are filed with the State of Florida Department of State as described in Paragraph 4 below, and the proposed amendments to the Declaration have been recorded in the Public Records of Seminole County, Florida (hereinafter, the "Effective Date").

4. **Terms and Conditions of the Proposed Merger.** The terms and conditions of the Plan shall include the following:

- A. The Board of Directors of the Association (hereinafter, the "Board") has adopted resolutions deeming it advisable and in the best interest of the Association's membership to merge the Master Association and the Association, to adopt this Plan, and call a special meeting of the Association's membership and/or requested the Association's membership take action without a meeting through written consents in order to approve the merger and to approve and adopt this Plan. The Board has duly adopted this Plan and has presented the Plan to the Association's membership to take action on the Plan. If the Plan is adopted by the requisite action of the Association's membership, the Plan shall constitute the adopted Plan of the Association. In accordance with Article II, Section 6 of the Articles, the Association has the authority to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger and/or consolidation must have the asset of at least seventy-five percent (75%) of each class of members set forth and/or described in the Declaration. In accordance with Section 617.0701(4) of the Florida Statutes, any action required or permitted by Chapter 617 of the Florida Statutes may be taken without a meeting if the action is taken by the members entitled to vote on such action and having not less than

the minimum number of votes necessary to authorize such action at a meeting at which all of the Association's members entitled to vote on such action were present and voted. Pursuant to Section 617.0701(4)(a) of the Florida Statutes, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action.

- B. Promptly after the respective memberships of the Master Association and the Association approve the merger, the Master Association shall file with the Department of State of the State of Florida the following: (a) Articles of Merger executed by both the Master Association and the Association in accordance with Section 617.1105 of the Florida Statutes; and (b) a copy of this Plan in accordance with Section 617.1105 of the Florida Statutes.
- C. As of the Effective Date, the title to all real estate, personal property, and/or other property of any kind, or any interest therein, owned by the Master Association and the Association shall be vested in the Master Association without reversion and/or impairment.
- D. As of the Effective Date, the Master Association shall be responsible, liable, and/or obligated for the liabilities, duties, contracts, responsibilities, and/or obligations of the Association as more particular described in this Plan.
- E. After the Effective Date, the Master Association shall enter and/or substitute in any and all claims existing, actions, and/or proceedings pending by and/or against the Association.
- F. For the purpose of effecting the merger described in this Plan, the Master Association may hire and/or retain, at the sole discretion of the Board, such employees, consultants and/or advisors as the Board deems necessary or desirable to supervise or facilitate the merger, any distribution and/or transfer of assets as contemplated by this Plan, and/or any and all actions necessary to effect the actions set forth in this Plan.
- G. Any and all monies of the Association being held in reserve accounts specifically associated with certain real property, common elements, limited common elements, and/or improvements will be transferred, conveyed, and/or assigned to the Master Association and kept in the Master Association's reserve accounts.
- H. Any and all monies of the Association in the Association's operating account and/or the Association's operating funds shall be disbursed to the Master Association. In the event a member of the Association has prepaid Association assessments in advance of the Effective Date, the Association shall notify the Master Association of such prepayment, and the Master Association shall apply such prepayment to that member's account and/or ledger with the Master Association as a credit toward any amounts due and owing to the Master Association.
- I. The Master Association shall assume and/or shall accept the assignment of any and all service contracts, utility contracts, and/or vendor contracts previously entered into by the Association. Upon the assumption and/or assignment of any such service contract, utility

contract, and/or vendor contract, the Master Association will become responsible and/or liable for any and all future charges, services, costs, and/or expenses associated with, arising from, and/or in any way related to such contracts. If a service contract, utility contract, and/or vendor contract cannot be assigned and/or assumed by the Master Association, the Association shall take the necessary steps and/or actions to terminate such service contract, utility contract, and/or vendor contract in accordance with its respective terms.

- J. Any and all accounts and/or account receivables that are the subject of any collection activities by the Association shall be assigned and/or transferred to the Master Association.
- K. The Master Association may require the Association to obtain, prepare, and/or have performed a final audit of the Association's financial records that covers the time period from the last date covered by the most recent year-end financial report as required pursuant to Chapter 718 of the Florida Statutes through and including the Effective Date. In the event of such a requirement of a final audit, the Association shall timely perform that final audit.
- L. The Master Association shall retain and/or make arrangements for the retention of the Association's official records as described in Section 718.111 of the Florida Statutes for the period of time set forth therein.
- M. Upon the adoption of this Plan, the Master Association's membership acknowledges, understands, and agrees that a separate condominium was never created for Building "D" and that the only declaration of condominium that exists for Building "D" is the Declaration. Therefore, no separate declaration of condominium needs to be merged and/or addressed by this Plan and/or the merger.

5. **Statement of Changes in the Surviving Corporation's Article of Incorporation to be Effected by the Merger.** There shall be no changes in the Master Association's Master Articles to be effected by the merger.

6. **Conversion of Memberships in Merging Corporation into Memberships in the Surviving Corporation.** In accordance with the terms of the Declaration, the members of the Association are already members of the Master Association, therefore, no conversion of membership shall be necessary and/or appropriate. In addition, the Master Association shall not distribute and/or issue payments to any of the Association's membership in connection with and/or associated with the merger.

7. **Membership Consent to Sale, Conveyance, and/or Transfer of Assets.** Adoption of this Plan by the requisite vote of the Association's membership shall constitute the approval of the Association's membership of the transfer, conveyance, assignment, exchange, and/or other disposition of all of the real property, improvements on real property, personal property, rights, claims, monies, and/or assets to the Master Association, whether such transfer, conveyance, assignment, exchange, and/or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of any and all contracts for the acceptance, transfer, conveyance, assignment, exchange, and/or other disposition that are conditioned on adoption of this Plan.

8. **Expenses of Merger.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Master Association may, in its absolute discretion, pay any brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Master Association and/or the Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan. In the event the Master Association declines to pay the Association's costs and/or expenses, the Association shall pay any and all brokerage, agency, professional, and/or other fees, charges, costs, and/or of persons rendering services to the Association in connection with the merger, as well as the implementation, execution, adoption, preparation of documents, and/or effecting of this Plan.

9. **Indemnification.** The Master Association shall continue to indemnify the officers, directors, employees, and agents of the Association in accordance with its Master Articles, its Bylaws, Chapter 617 of the Florida Statutes, and/or any contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to any and all acts or omissions of such persons, including without limitation, in connection with the implementation, adoption, execution, and/or effecting of this Plan and/or the merger.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization, adoption, and/or consent to this Plan and the transactions contemplated hereby by the Association's membership, the Board may modify, amend, and/or abandon this Plan and/or the transactions contemplated hereby without further action by the Association's membership necessary to the extent provided by the Articles, the Association's Bylaws, Chapter 718 of the Florida Statutes, and/or Chapter 617 of the Florida Statutes.

11. **Authorization.** The Board is hereby authorized, without further action by the Association's membership, to do and perform or cause the officers of the Association, to do and perform, any and all acts, and to make, execute, deliver, and/or adopt any and all agreements, resolutions, conveyances, certificates, contracts, and/or other documents of every kind that are deemed necessary, appropriate, and/or desirable, in the absolute discretion of the Board, to implement, adopt, execute, and/or effect this Plan and/or any of the transactions contemplated hereby, including, without limiting the foregoing, all filings and/or acts required by any state or federal law or regulation to accomplish the merger.

[END OF PLAN]