

N11000009985

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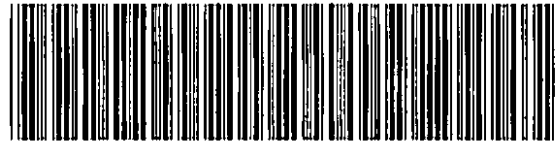
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SECRETARY OF STATE
TALLAHASSEE, FL

MAY 21 2022

FILED

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Orlando Health Central, Inc.

(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Ashley Keating

(Contact Person)

Orlando Health, Inc.

(Firm/Company)

1414 Kuhl Ave., MP 2

(Address)

Orlando, Florida 32806

(City/State and Zip Code)

For further information concerning this matter, please call:

Ashley Keating

(Name of Contact Person)

At (321) 841-1360

(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 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF MERGER
OF**

ORLANDO HEALTH CENTRAL, INC.

(A Florida Not-for-Profit Corporation. Document Number: N11000009985)

AND

WEST ORANGE PHYSICIANS GROUP, LLC

(A Florida Limited Liability Company. Document Number: L09000045002)

FILED

MAY 21 10:00 AM
SECRETARY OF STATE
TALLAHASSEE, FL

In accordance with Florida Statutes Chapter 605, the Florida Revised Limited Liability Act; Chapter 607, the Florida Business Corporation Act; and Chapter 617, the Florida Not For Profit Corporation Act, ORLANDO HEALTH CENTRAL, INC., a Florida not for profit corporation, with its principal address at 10000 West Colonial Drive, Ocoee, Florida 34761, and WEST ORANGE PHYSICIANS GROUP, LLC, a Florida limited liability company with its principal address at 1414 Kuhl Avenue, MP2, Orlando, Florida 32806, hereby adopt the following Articles of Merger:

**ARTICLE I
MERGER**

1. WEST ORANGE PHYSICIANS GROUP, LLC, a Florida limited liability company duly organized and existing under the laws of the State of Florida ("Merging Entity"), shall be merged with and into ORLANDO HEALTH CENTRAL, INC., a Florida not for profit corporation duly organized and existing under the laws of the State of Florida ("Surviving Corporation"); and
2. The separate existence of WEST ORANGE PHYSICIANS GROUP, LLC, a Florida limited liability company, shall cease; and
3. ORLANDO HEALTH CENTRAL, INC., a Florida not for profit corporation, shall survive the merger and shall continue to be governed by the laws of the State of Florida (collectively, subsections (i)-(iii) are referred to herein as the "Merger").

**ARTICLE II
SURVIVING CORPORATION; PLAN OF MERGER**

1. ORLANDO HEALTH CENTRAL, INC.'s participation in the Merger is duly authorized in accordance with §§ 617.0302(16) and 617.1101-617.1108 of the Florida Not for Profit Corporation Act.
2. The Plan of Merger attached hereto as Exhibit "A" was duly approved and adopted by written consent of the sole member of ORLANDO HEALTH CENTRAL, INC. and executed in accordance with § 617.0701 of the Florida Not for Profit Corporation Act on April 12, 2022.

**ARTICLE III
MERGING ENTITY**

1. WEST ORANGE PHYSICIANS GROUP, LLC's participation in the Merger is duly authorized in accordance with §§ 605.1021-605.1026 of the Florida Revised Limited Liability Act.
2. The Merger was approved and adopted by WEST ORANGE PHYSICIANS GROUP, LLC in accordance with §§ 605.1021-605.1026 of the Florida Revised Limited Liability Act and by each member of WEST ORANGE PHYSICIANS GROUP, LLC who as a result of the Merger will have interest holder liability under § 605.1023(1)(b).

3. Pursuant to § 605.1025(2)(h) of the Florida Revised Limited Liability Act, the Surviving Corporation has agreed to pay to any members of WEST ORANGE PHYSICIANS GROUP, LLC with appraisal rights the amount to which such members are entitled under the provisions of §§ 605.1006 and 605.1061-1072 of the Florida Revised Limited Liability Act.

ARTICLE IV
PRINCIPAL PLACE OF BUSINESS; ARTICLES OF INCORPORATION

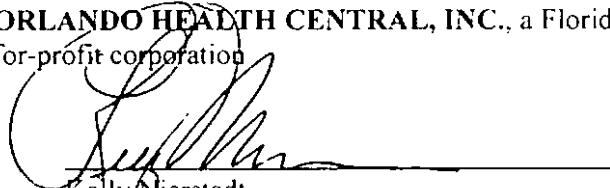
The Surviving Corporation's principal place of business shall remain 10000 West Colonial Drive, Ocoee, Florida 34761. The Articles of Incorporation of the Surviving Corporation as in effect prior to the Merger shall continue in effect to govern the Surviving Corporation after the Merger.

ARTICLE V
EFFECTIVE DATE

The date and time when the Merger shall become effective is June 1, 2022 at 12:01 A.M. (the "Effective Date").

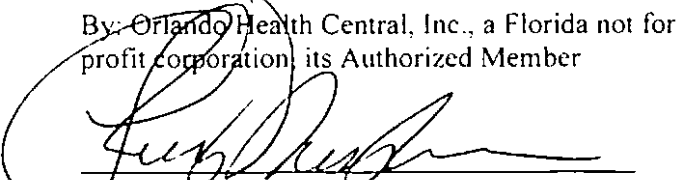
20th day of April, 2022. **IN WITNESS WHEREOF**, the undersigned signed these Articles of Merger as of this

ORLANDO HEALTH CENTRAL, INC., a Florida not-for-profit corporation



Kelly Nierstedt
President

WEST ORANGE PHYSICIANS GROUP, LLC, a Florida limited liability company

By: **Orlando Health Central, Inc.**, a Florida not for profit corporation, its Authorized Member


Kelly Nierstedt
President

EXHIBIT A

PLAN OF MERGER OF

ORLANDO HEALTH CENTRAL, INC.

(A Florida Not for Profit Corporation. Document Number: N11000009985)

AND

WEST ORANGE PHYSICIANS GROUP, LLC

(A Florida Limited Liability Company. Document Number: L09000045002)

This Plan of Merger dated as of April 12, 2022 (the "Agreement"), is entered into by and between ORLANDO HEALTH CENTRAL, INC., a Florida not for profit corporation, and its wholly owned subsidiary, WEST ORANGE PHYSICIANS GROUP, LLC, a Florida limited liability company (together, referred to herein as the "Constituent Companies").

Recitals

WHEREAS, ORLANDO HEALTH CENTRAL, INC. is a Florida not for profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, WEST ORANGE PHYSICIANS GROUP, LLC is a Florida limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, ORLANDO HEALTH CENTRAL, INC. and WEST ORANGE PHYSICIANS GROUP, LLC each have determined it is desirable and in the best interest of the Constituent Companies that WEST ORANGE PHYSICIANS GROUP, LLC be merged into ORLANDO HEALTH CENTRAL, INC., with ORLANDO HEALTH CENTRAL, INC. being the surviving corporation; and

WHEREAS, the sole member of ORLANDO HEALTH CENTRAL, INC. is Orlando Health, Inc., a Florida not for profit corporation; and

WHEREAS, the sole member of WEST ORANGE PHYSICIANS GROUP, LLC is ORLANDO HEALTH CENTRAL, INC. a Florida not for profit corporation; and

WHEREAS, the members and directors of ORLANDO HEALTH CENTRAL, INC. and WEST ORANGE PHYSICIANS GROUP, LLC, as applicable, have adopted and approved this Agreement in accordance with and pursuant to Florida Statutes Chapter 605, the Florida Revised Limited Liability Act; Chapter 607, the Florida Business Corporation Act; and Chapter 617, the Florida Not For Profit Corporation Act (collectively, the "Acts").

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Companies hereby agree, subject to the terms and conditions hereinafter set forth and in accordance with the Acts, as follows:

ARTICLE I RECITALS

The Recitals set forth above are true and correct and are incorporated by reference herein.

ARTICLE II
MERGER; DESIGNATION OF SURVIVING CORPORATION

In accordance with the provisions of this Agreement and the Acts, (i) WEST ORANGE PHYSICIANS GROUP, LLC, a Florida limited liability company, shall be merged with and into ORLANDO HEALTH CENTRAL, INC., a Florida not for profit corporation; (ii) the separate existence of WEST ORANGE PHYSICIANS GROUP, LLC, a Florida limited liability company, shall cease, and (iii) ORLANDO HEALTH CENTRAL, INC., a Florida not for profit corporation shall survive the merger and shall continue to be governed by the laws of the State of Florida (collectively, subsections (i)-(iii) are referred to herein as the "Merger"). ORLANDO HEALTH CENTRAL, INC., a Florida not for profit corporation, shall be, and is herein sometimes referred to as, the "Surviving Corporation."

ARTICLE III
PRINCIPAL OFFICE

The principal office of ORLANDO HEALTH CENTRAL, INC., a Florida not for profit corporation, shall be the principal office of the Surviving Corporation following the Merger.

ARTICLE IV
GOVERNING DOCUMENTS; MANAGERS, OFFICERS, AND DIRECTORS

1. Articles of Incorporation; Bylaws. The Articles of Incorporation and Bylaws of ORLANDO HEALTH CENTRAL, INC. in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Corporation upon the Merger until duly amended in accordance with the provisions thereof and applicable law. A copy of the Articles of Incorporation is maintained in the corporate offices of the Surviving Corporation.

2. Directors. The directors of ORLANDO HEALTH CENTRAL, INC. immediately prior to the Effective Date of the Merger shall be the directors of the Surviving Corporation upon the Merger. The directors shall continue to serve until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation, or the Bylaws of the Surviving Corporation.

ARTICLE V
TERMS AND CONDITIONS OF MERGER

The Merger will be consummated in accordance with the terms set forth in this Agreement.

ARTICLE VI
CONVERSION OF INTERESTS; EFFECT OF MERGER

1. ORLANDO HEALTH CENTRAL, INC. Membership. Upon the Effective Date of the Merger, by virtue of the Merger and without any action by the Constituent Companies, Orlando Health, Inc., a Florida not for profit corporation, shall continue to be the sole member of the Surviving Corporation.

2. WEST ORANGE PHYSICIANS GROUP, LLC Membership. Upon the Effective Date of the Merger, by virtue of the Merger and without any action by the Constituent Companies, all membership interests in WEST ORANGE PHYSICIANS GROUP, LLC, shall cease to exist.

3. Effect of Merger. Upon the Effective Date of the Merger, the following shall or shall be deemed to have occurred:

- a. Impact of Merger. (a) the title to all real estate and other property, or any interest therein, owned by WEST ORANGE PHYSICIANS GROUP, LLC is vested in the Surviving Corporation without reversion or impairment; (b) the Surviving Corporation shall thereafter be responsible and liable for all the liabilities and obligations of WEST ORANGE PHYSICIANS GROUP, LLC; (c) any claim existing or action or proceeding pending by or against WEST ORANGE PHYSICIANS GROUP, LLC may be continued as if the Merger did not occur and the Surviving Corporation may be substituted in the proceeding for WEST ORANGE PHYSICIANS GROUP, LLC; and (d) neither the rights of creditors nor any liens upon the property of WEST ORANGE PHYSICIANS GROUP, LLC shall be impaired by the Merger.
- b. Classification of Surviving Corporation. For Federal income tax purposes, the Surviving Corporation shall continue to be taxed in the manner in effect immediately prior to the effective date of the Merger.
- c. Continuation of Business. The Surviving Corporation shall continue the business of WEST ORANGE PHYSICIANS GROUP, LLC and ORLANDO HEALTH CENTRAL, INC.
- d. Taxable Year. The taxable year of WEST ORANGE PHYSICIANS GROUP, LLC shall be closed as a result of the Merger.
- e. EIN. The EIN of ORLANDO HEALTH CENTRAL, INC. shall continue to be the EIN of the Surviving Corporation.

ARTICLE VII **APPROVAL OF MEMBERS AND DIRECTORS; EFFECTIVE DATE**

1. The Merger shall take place when (a) this Plan of Merger shall have been adopted and approved by the respective directors and members of ORLANDO HEALTH CENTRAL, INC. and WEST ORANGE PHYSICIANS GROUP, LLC, as applicable, in accordance with the requirements of the Acts; and (b) fully executed Articles of Merger of the Constituent Companies have been filed with and accepted by the Secretary of State of the Florida Department of State.

2. The date and time when the Merger shall become effective is June 1, 2022 at 12:01 A.M. (the "Effective Date" of the Merger).

ARTICLE VIII **AMENDMENT; ABANDONMENT OF PLAN OF MERGER**

At any time before the filing of the Articles of Merger with the Florida Department of State, this Agreement may be amended or terminated by mutual consent of the Constituent Companies and the Merger may be abandoned for any reason whatsoever, notwithstanding the prior approval of this Agreement by the Constituent Companies.

ARTICLE IX
WAIVERS

ORLANDO HEALTH CENTRAL, INC., being the sole member of WEST ORANGE PHYSICIANS GROUP, LLC, does hereby waive any appraisal rights it may have regarding the Merger.

ARTICLE X
GENERAL

1. Agreement. Executed copies of this Agreement will be on file at the principal office of the Surviving Corporation.
2. Governing Law. This Agreement shall in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the State of Florida.
3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Plan of Merger, having been adopted by the members and directors of Constituent Companies in accordance with and pursuant to the Acts, is hereby executed on behalf of each of such entity.

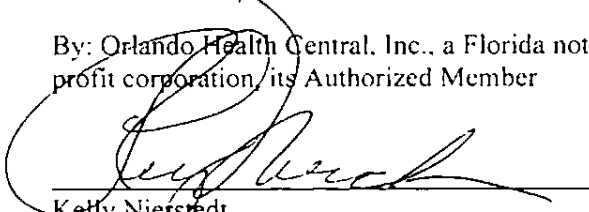
ORLANDO HEALTH CENTRAL, INC., a Florida not-for-profit corporation



Kelly Nierstedt
President

WEST ORANGE PHYSICIANS GROUP, LLC, a Florida limited liability company

By: Orlando Health Central, Inc., a Florida not for profit corporation, its Authorized Member



Kelly Nierstedt
President