



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 23, 2023

WESSON WILLIAMS
8624 BROAD ST
NEW PORT RICHEY, FL 34654 US

SUBJECT: NCOA GATEWAY CHAPTER 6 4 6, INC.
Ref. Number: N11539

We have received your document for and your check(s) totaling \$8.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

There is a fee of \$70.00 due.

If you have any further questions concerning your document, please call (850) 245-6000.

Summer Chatham
Regulatory Specialist III
Director's Office

Letter Number: 823A00017930

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, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
NCOA Gateway Chapter 6 4 6, Inc.	Florida	N11539
_____	_____	_____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
The Off Base Club, Inc.	Florida	P22000077249
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Third: The Plan of Merger is attached.

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

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

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

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

SECTION I

The plan of merger was adopted by the members of the surviving corporation on March 19, 2023.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
12 FOR 0 AGAINST

SECTION II

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

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on May 1, 2023. The number of directors in office was 7. The vote for the plan was as follows: 7 FOR 0 AGAINST

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

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on March 19, 2023. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 7 FOR 0 AGAINST

SECTION II

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

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on May 1, 2023. The number of directors in office was 7. The vote for the plan was as follows: 7 FOR 0 AGAINST

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

NCOA Gateway 6 4 6. Inc.

Wesson B Williams

WESSON B. WILLIAMS CHAIRMAN

The Off Base Club, Inc.

Wesson B Williams

WESSON B. WILLIAMS COMMANDER

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Agreement and Plan of Merger

This Agreement and Plan of Merger (the "**Merger Agreement**") between NCOA Gateway Chapter 6 4 6, Inc., a Florida Not-for-Profit Corporation, ("**NCOA**") formed on October 10, 1985, and The Off Base Club, Inc. ("**Off Base**"), a Florida Corporation formed on October 13, 2022.

WITNESSETH:

WHEREAS, NCOA is a Florida Not-for-Profit Corporation duly organized, and in good standing under the laws of Florida;

WHEREAS, NCOA has no options or warrants issued and outstanding.

WHEREAS, Off Base is a Florida Corporation duly organized, and in good standing under the laws of Florida with authorized capital stock of one thousand (1000) shares with a par value of \$0.01 per share;

WHEREAS, Off Base has no options or warrants issued and outstanding;

WHEREAS, the Board of Directors of NCOA has authorized and approved the merger of Off Base with and into NCOA subject to and upon the terms and conditions of this Merger Agreement, and has approved the terms of this Merger Agreement and directed that it be executed by the undersigned officer;

WHEREAS, the Board of Directors of Off Base has authorized and approved the merger of Off Base with and into NCOA subject to and upon the terms and conditions of this Merger Agreement, and has approved the terms of this Merger Agreement and directed that it be executed by the undersigned officer;

WHEREAS, the Board of Directors of NCOA and the Board of Directors of Off Base have approved the merger and the Merger Agreement; and

WHEREAS, it is the intention of NCOA and Off Base that the merger be a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. THE MERGER

Section 1.1. Merger of NCOA and Off Base. At the Effective Time (as defined in Section 2.1), Off Base shall merge with and into NCOA ("Merger") in accordance with the Florida Statutes, and pursuant to Chapters 617.1101 and 617.1102.

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The separate existence of Off Base shall thereupon cease and NCOA shall be the surviving corporation (hereinafter referred to as the "**Surviving Corporation**") and shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of Off Base and NCOA (together referred to as the "**Constituent Corporations**"); and all the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations, on whatever account, as well as for stock subscriptions and all other things in action or belonging to the Constituent Corporation, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they had been of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, in either of such Constituent Corporation shall not revert or be in any way impaired by reason of the Florida Law: but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thereafter attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Off Base and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to NCOA.

ARTICLE II. EFFECTIVE TIME; EFFECT OF MERGER

Section 2.1. Effective Time. The Merger shall become effective on the date the Certificate of Merger is filed by with the Florida Department of State (the "**Effective Time**").

Section 2.2. Effects of the Merger. At the Effective Time, the Merger shall have the effects specified under Florida Law and this Merger Agreement.

Section 2.3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and the Bylaws of NCOA, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation.

Section 2.4. Directors and Officers. At the Effective Time, the directors and the officers of NCOA in office at the Effective Time shall retain their positions as the directors and officers of the Surviving Corporation, each of such directors and officers shall hold office, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation and Florida law, until his or her successor is duly elected or appointed and shall qualify, or until his or her earlier death, incompetence or removal.

Section 2.5. Change of Name. At the Effective Time, the name of the Constituent Corporations, collectively, shall be the name of the Surviving Corporation, NCOA.

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**ARTICLE III.
CONVERSION AND EXCHANGE OF STOCK**

Section 3.1. Conversion. At the Effective Time, any shares issued to any shareholders of Off Base shall be converted to the cash value of the shares, to be valued at the par value of \$0.01 per share.

**ARTICLE IV.
MISCELLANEOUS**

Section 4.1. Amendment. This Merger Agreement may be amended, modified or supplemented, in whole or in part, at any time prior to the Effective Time with the mutual consent of the Board of Directors of NCOA and the Board of Directors of Off Base to the full extent permitted under applicable law.

Section 4.2. Abandonment; Postponement. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of NCOA or the Board of Directors of Off Base, or the consummation of the Merger may be postponed for a reasonable period of time, with the approval of the Board of Directors of NCOA or Board of Directors of Off Base.

Section 4.3. Severability. The provisions of the Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason other or others of them may be invalid or unenforceable in whole or in part.

Section 4.4. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

Section 4.5. Controlling Law. This agreement shall be governed by and construed in all respects in accordance with the law of the State of Florida (without regard to conflicts of law principles thereof).

Section 4.6. Application of Florida Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Florida Law.

Section 4.7. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

Section 4.8. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

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IN WITNESS WHEREOF, the Parties have executed this Merger Agreement on the 1 day of May, 2023.

NCOA Gateway Chapter 646, Inc.,
A Florida Not-for-Profit Corporation

The Off Base Club, Inc.,
A Florida Corporation

By: John Nebraska

By: John Nebraska

Name: John Nebraska

Name: John Nebraska

Title: Judge advocate

Title: Judge advocate

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