

N96000004674

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

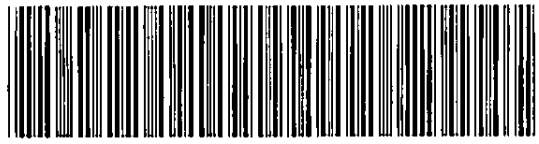
(Business Entity Name)

(Document Number)

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2019 MAR 27 PM 3:28

MAR 28 2019  
C McNAIR

**Incorporating Services, Ltd.**

1540 Glenway Drive  
Tallahassee, FL 32301  
850.656.7956  
Fax: 850.656.7953  
www.Incserv.com  
e-mail: accounting@incserv.com



2019 MAR 27 PM 3:23  
Incorporating Services, Ltd.  
Tallahassee, FL 32301

**ORDER FORM**

**TO** Florida Department of State  
Division of Corporations, Clifton  
Building  
2661 Executive Center Circle  
Tallahassee, FL 32301  
corphelp@dos.myflorida.com  
850-245-6051

**FROM** Melissa Stops  
mstops@incserv.com  
850.656.7953

**REQUEST DATE** 3/27/2019

**PRIORITY** Routine

**OUR REF # (Order ID#)** 732337

**ORDER ENTITY**

NORMANDY VILLAGE UTILITY CO-OP, INC.

**PLEASE PERFORM THE FOLLOWING SERVICES:**

NORMANDY VILLAGE UTILITY CO-OP, INC. (FL)

File the attached merger document

Please provide a certified copy as evidence.

**NOTES:**

\$78.75 Authorized

**RETURN/FORWARDING INSTRUCTIONS:**

ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,

Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

2019 APR 27 PM 3:28

**ARTICLES OF MERGER**  
**(Profit Corporation into Not-For-Profit Corporation)**

The following Articles of Merger are submitted to merge the following Florida Profit Corporation in accordance with Sections 607.1109 and 617.1105, Florida Statutes.

**Article I. Surviving Corporation**

The name and jurisdiction of the surviving corporation is **NORMANDY VILLAGE UTILITY CO-OP, INC.**, a Florida not-for-profit corporation, Document Number N96000004674.

**Article II. Merging Corporation**

The name and jurisdiction of the merging corporation is **NORMANDY VILLAGE UTILITY CO.**, a Florida corporation, Document Number 208839.

**Article III. Plan of Merger**

The Plan of Merger is attached.

**Article IV. Effective Date of Merger**

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

**Article V. Adoption of Merger by Surviving Corporation**

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 February 11, 2019. The number of directors in office was 6. The vote for the Plan of Merger was 6 votes for, 0 votes against.

**Article VI. Adoption of Merger by Merging Corporation**

The Plan of Merger was adopted by the shareholders of the merging corporation on March 12, 2019. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was 482 votes for, 0 votes against.

**Article VII. Signatures for each Corporation**

**NORMANDY VILLAGE UTILITY CO-OP, INC.**, a Florida not-for-profit corporation

By: Dorothy E. Letien  
Name: DOROTHY E. LETIEN  
Title: CORPORATE SECRETARY

**NORMANDY VILLAGE UTILITY CO.**, a Florida corporation

By: Dorothy E. Letien  
Name: DOROTHY E. LETIEN  
Title: CORPORATE SECRETARY

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the “**Agreement**”) is dated as of February 11, 2019, by and between NORMANDY VILLAGE UTILITY CO-OP, INC., a Florida not-for-profit corporation (“**Acquiror**”), and NORMANDY VILLAGE UTILITY CO., a Florida corporation (the “**Company**” and, collectively with the Acquiror, the “**Parties**”).

### RECITALS

**WHEREAS**, the respective Boards of Directors of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporations and its shareholders and/or members;

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporation Act (the “**FBCA**”) and the Florida Not For Profit Corporation Act (the “**FNFPCA**”), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the “**Merger**”);

**WHEREAS**, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Parties desire to enter into the transactions contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

“**Acquiror**” has the meaning set forth in the Preamble.

“**Agreement**” has the meaning set forth in the Preamble.

“**Certificates**” has the meaning set forth in Section 3.4.

“**Company**” has the meaning set forth in the Preamble.

“**Company Class A Shares**” has the meaning set forth in Section 3.1(a).

“**Company Class B Shares**” has the meaning set forth in Section 3.1(a)

“**Company Common Shares**” means, collectively, the Company Class A Shares and the Company Class B Shares.

“**Dissenting Shares**” has the meaning set forth in Section 3.3.

“**Effective Time**” means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of the Company as set forth in Section 2.4, which shall be at the time and on the date that articles of merger are filed with the Florida Department of State, Division of Corporations.

“**FBCA**” has the meaning set forth in the RECITALS.

“**FNFPCA**” has the meaning set forth in the RECITALS.

“**Merger**” has the meaning set forth in the RECITALS.

“**Parties**” has the meaning set forth in the Preamble.

“**Surviving Corporation**” has the meaning set forth in Section 2.1.

“**Surviving Corporation Membership**” has the meaning set forth in Section 3.1(a).

Any other terms defined herein have the meaning so given them.

## ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA and the FNFPCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the “**Surviving Corporation**”). The effects and consequences of the Merger shall be as set forth in this Agreement, the FBCA, and the FNFPCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FNFPCA, and the articles of incorporation of the Acquiror then in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FNFPCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FNFPCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of the Company. The Acquiror has no members entitled to vote on the Merger.

## ARTICLE III: CONVERSION OR CANCELLATION OF SHARES

3.1 Conversion or Cancellation of Shares. The manner and basis of converting the Company’s class A common shares, par value \$10.00 per share (“**Company Class A Shares**”), and the Company’s class B common shares, par value \$0.10 per share (“**Company Class B Shares**”), into membership of the Surviving Corporation are set forth in this Section 3.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company’s shareholders:

(a) Each Company Class A Share and each Company Class B Share issued and outstanding immediately prior to the Effective Time shall be converted into membership in the Surviving Corporation (“**Surviving Corporation Membership**”);

(b) Each Company Common Share that is owned by the Acquiror or the Company (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) Each membership in the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Rights of Dissenting Shareholders. Notwithstanding any provision of this Agreement to the contrary, shares of Company Common Shares issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing, and who has properly exercised appraisal rights in accordance with Sections 1301 through 1333 of the FBCA (such shares being referred to collectively as the “**Dissenting Shares**” until such time as such holder fails to perfect or otherwise loses such holder’s appraisal rights under the FBCA with respect to such shares) shall not be converted as provided in Section 3.1, but instead shall be entitled to only such rights as are granted by said Sections of the FBCA; provided, however, that if, after the Effective Time, such holder fails to perfect, withdraws, or loses the right to appraisal, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided under the FBCA, such Company Common Shares shall be treated as if they had been converted pursuant to Section 3.1 as of the Effective Time, without interest thereon

3.4 Share Certificates. At the Effective Time, all certificates that immediately prior to the Effective Time evidenced outstanding shares of Company Common Shares (the “**Certificates**”) shall be automatically cancelled and of no further force or effect.

#### ARTICLE IV: OTHER PROVISIONS

4.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.1):

If to the Acquiror, to:

NORMANDY VILLAGE UTILITY CO-OP, INC.  
8091 Lourdes Drive South  
Jacksonville, FL 32210

If to the Company, to:

NORMANDY VILLAGE UTILITY CO  
8091 Lourdes Drive South  
Jacksonville, FL 32210

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.3 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.4 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.5 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.7 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.9 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Duval County, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

NORMANDY VILLAGE UTILITY CO-OP, INC.

By: 

Name: Dorothy E. Letien

Title: Director - Secretary

NORMANDY VILLAGE UTILITY CO.

By: 

Name: Dorothy E. Letien

Title: Director - Secretary