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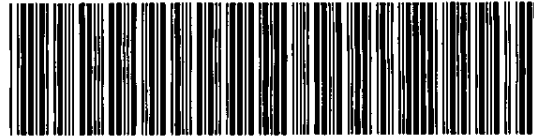
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Account#: I20000000088

Date: 01/27/2017

Name: Marisa Kugelmahn

Reference #: G028023

ENTITY NAME: HOSPITAL CORPORATION OF ORISSA, INC.

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Annual Report

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other: certified copy upon filing

Authorized Amount: \$78.75

Signature: MKug

* If authorized amount
is incorrect, please call
Marisa at (866) 625-0838 x.5653
for approval *

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17 JAN 27 5:11:12
STANDARD & POOR'S
DIVISION OF CREDIT RISK

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HOSPITAL CORPORATION OF ORISSA, 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:

SUSAN MOSTELLER

Contact Person

GOULD & RATNER LLP

Firm/Company

222 N LASALLE ST STE 800

Address

CHICAGO IL 60601

City/State and Zip Code

compliance@gouldratner.com

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

For further information concerning this matter, please call:

SUSAN MOSTELLER

Name of Contact Person

At (312) 899-1612

Area Code & Daytime Telephone Number

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

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

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STATE

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
HOSPITAL CORPORATION OF ORISSA, INC.	FLORIDA	P16000080409

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
HOSPITAL CORPORATION OF ORISSA, INC.	NEW JERSEY	N/A

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on OCTOBER 5, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on OCTOBER 5, 2016 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on DECEMBER 4, 2016.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on OCTOBER 5, 2016 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

HOSPITAL CORPORATION
OF ORISSA, INC. (FL)

Asher

ANUP BEHERA, PRESIDENT

HOSPITAL CORPORATION
OF ORISSA, INC. (NJ)

Acker

ANUP BEHERA, PRESIDENT

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "Agreement"), dated as of December 4, 2016, is entered into between HOSPITAL CORPORATION OF ORISSA, INC., a Florida corporation ("**HCO Florida**"), and HOSPITAL CORPORATION OF ORISSA, INC., a New Jersey corporation ("**HCO New Jersey**").

BACKGROUND

A. The respective Boards of Directors of HCO Florida and HCO New Jersey believe that it is in the best interests of HCO Florida and HCO New Jersey and their respective shareholders will be served by changing the state of domicile of HCO New Jersey from New Jersey to Florida.

B. Given certain constraints relating to domestication, conversion of corporations, reorganizations, mergers and similar transactions under the New Jersey Business Corporation Act and the Florida Business Corporation Act and other factors, the Boards of Directors of HCO New Jersey and HCO Florida have determined to effect such change of domicile pursuant to the merger of HCO New Jersey with and into HCO Florida under and pursuant to the provisions of this Agreement and the New Jersey Business Corporation Act (the "**New Jersey Act**") and the Florida Business Corporation Act (the "**Florida Act**").

C. Under the Merger (defined below), HCO Florida will be the surviving entity whose shareholders and respective shareholdings after the Effective Date (defined below) will be substantially identical to the shareholders and respective shareholdings of HCO New Jersey immediately prior to the Effective Date.

D. For the purposes of achieving such continuity, upon the Effective Date, prior to the Merger, two (2) persons who jointly own shares of common stock, no par value, of HCO New Jersey ("**HCO New Jersey Common Stock**") have subscribed for and jointly own one (1) share of common stock, no par value, of HCO Florida Common Stock ("**HCO Florida Common Stock**") and comprise all of the existing shareholders of HCO Florida (collectively, the "**Initial HCO Florida Shareholder**").

E. On the Effective Date of the Merger, each share of HCO New Jersey Common Stock will be converted into the right to receive one share of HCO Florida Common Stock. Notwithstanding the foregoing, on the Effective Date, each share of HCO New Jersey Common Stock held by the Initial HCO Florida Shareholder shall be converted into the right to receive 0.999767036 share of HCO Florida Common Stock, such that immediately after such issuance, the Initial HCO Florida Shareholder will own an aggregate number of shares of HCO Florida Common Stock immediately after the Effective Date that is equal to the number of shares of HCO New Jersey Common Stock owned by the Initial HCO Florida Shareholder immediately prior to the Effective Date.

F. For US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) and specifically, 368(a)(1)(f) of the Internal Revenue Code of 1986, as amended.

TERMS

In consideration of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. Merger. HCO New Jersey shall be merged with and into HCO Florida (the "Merger").

2. Effective Date. The Merger shall become effective immediately upon the later of the filing of this Agreement or a certificate of merger with the Secretary of State of New Jersey in accordance with the New Jersey Act and the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida Act. The time of such effectiveness is hereinafter called the "Effective Date."

3. Surviving Corporation. HCO Florida shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of HCO New Jersey shall cease.

4. Certificate of Incorporation. The Articles of Incorporation of HCO Florida as it exists on the Effective Date shall be the Articles of Incorporation of HCO Florida immediately following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida.

5. Bylaws. The By-Laws of HCO Florida as they exist on the Effective Date shall be the By-Laws of HCO Florida immediately following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

6. Board of Directors and Officers. The members of the Board of Directors and the officers of HCO Florida immediately prior to the Effective Date shall be the members of the Board of Directors and officers (holding the same positions as they held with HCO Florida immediately prior to the Effective Date) of HCO Florida, and such persons shall serve in such offices for the terms provided by law or in the By-Laws of HCO Florida, or until their respective successors are elected and qualified.

7. Conversion of Outstanding HCO New Jersey Stock.

(a) Except as set forth in Section 7(a) hereof, on the Effective Date, each share of HCO New Jersey Common Stock and all rights in respect thereof issued and outstanding immediately prior the Effective Date shall be cancelled and extinguished and converted into the right to receive one fully-paid and nonassessable share of HCO Florida Common Stock.

(b) Each stock of HCO New Jersey Common Stock and all rights in respect thereof held by the Initial HCO Florida Shareholder immediately prior to the Effective Date shall be cancelled and extinguished and converted into the right to receive 0.999767036 fully-paid and nonassessable share of HCO Florida Common Stock.

8. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of HCO New Jersey Common Stock issued and outstanding immediately prior to the Effective

Date and held by a shareholder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised dissenters' rights with respect to such shares of HCO New Jersey Common Stock in accordance with Section 14A:11-2 of the New Jersey Act until such time as such shareholder fails to perfect or otherwise loses such shareholder's dissenters' rights under the New Jersey Business Corporation Act with respect to such shares shall not be converted into a right to receive shares of HCO Florida, but instead shall be entitled to only such rights as are granted by Section 14A:11-1 *et seq.* of the New Jersey Act; *provided, however*, that if, after the Effective Date, such shareholder fails to perfect, withdraws or loses such shareholder's right to dissent pursuant to Section 14A:11-1 *et seq.* of the New Jersey Act or if a court of competent jurisdiction shall determine that such shareholder is not entitled to the relief provided by Section 14A:11-1 *et seq.* of the New Jersey Act, such shares of HCO New Jersey Common Stock shall be treated as if they had been converted as of the Effective Date into the right to receive HCO Florida Common Stock as outlined in Section 7, without interest thereon, upon surrender of such certificates formerly representing such shares of HCO New Jersey Common Stock pursuant to Section 9.

9. Certificates. Upon the surrender by a shareholder of his, her, or its stock certificate(s) representing the shares of HCO New Jersey Common Stock owned by such shareholder immediately prior to the Effective Date for cancellation, such shareholder shall be entitled to receive in exchange therefor shares of HCO Florida Common Stock as outlined in Section 7. Such share certificate(s) so surrendered shall forthwith be cancelled. Notwithstanding the foregoing, if any certificate shall have been lost, stolen or destroyed, then, upon the making of an affidavit of such fact by the shareholder claiming such certificate to be lost, stolen or destroyed, in form and substance acceptable to HCO Florida, HCO Florida shall issue, in exchange for such lost, stolen or destroyed certificate, such shares of HCO Florida Common Stock therefor as outlined in Section 7.

10. Rights and Liabilities of HCO Florida. At and after the Effective Date, and all in the manner of and as more fully set forth in the Florida Act and the New Jersey Act, the title to all real estate and other property, or any interest therein, owned by each of HCO New Jersey and HCO Florida shall be vested in HCO Florida without reversion or impairment; HCO Florida shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of HCO New Jersey and HCO Florida without reversion or impairment; HCO Florida shall thereafter be responsible and liable for all the liabilities and obligations of each of HCO New Jersey and HCO Florida; any claim existing or action or proceeding pending by or against HCO New Jersey or HCO Florida may be continued as if the Merger did not occur or HCO Florida may be substituted for HCO New Jersey in the proceeding; neither the rights of creditors nor any liens upon the property of HCO New Jersey or HCO Florida shall be impaired by the Merger; and HCO Florida shall indemnify and hold harmless the officers and directors of each of the parties to this Agreement against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

11. Termination. This Agreement may be terminated and abandoned by action of the respective Boards of Directors of HCO New Jersey and HCO Florida at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties to this Agreement.

12. Amendment. The Boards of Directors of the parties to this Agreement may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent

to the approval of this Agreement by the shareholders of either of the parties to this Agreement shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of HCO Florida, or change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party to this Agreement.

13. Registered Office. The registered office of HCO Florida in the State of Florida is located at NRAI Services, Inc., 1200 South Pine Island Road, Plantation, Florida 33324 is the registered agent of HCO Florida at such address.

14. Inspection of Agreement. Executed copies of this Agreement will be on file at the principal place of business of HCO Florida at 19755 Tesoro Way, Fort Meyers, Florida 339767. A copy of this Agreement shall be furnished by HCO Florida, on request and without cost, to any shareholder of either HCO New Jersey or HCO Florida.

15. 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.

16. Service of Process. On and after the Effective Date, HCO Florida agrees that it may be served with process in New Jersey in any proceeding for enforcement of any obligation of HCO New Jersey or HCO Florida arising from the Merger.

17. Designation of New Jersey Secretary of State as Agent for Service of Process. On and after the Effective Date, HCO Florida irrevocably appoints the Secretary of State of New Jersey as its agent to accept service of process in any suit or other proceeding to enforce the rights of any shareholders of HCO New Jersey or HCO Florida arising from the Merger. The New Jersey Secretary of State is requested to mail a copy of any such process to Anup Behera, President, 1424 Brandy Circle, Naperville, Illinois 60540.