

**PLAN OF MERGER
OF
BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.,
Into
MID FLORIDA COMMUNITY SERVICES, INC., dba YOU THRIVE FLORIDA**

Pursuant to the provision of Section 617.1101, Florida Statutes, this document is a Plan of Merger (the “Plan of Merger”) by which **BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.**, a Florida not-for-profit corporation (hereinafter “BEST”) will merge into **MID FLORIDA COMMUNITY SERVICES, INC.**, a Florida not-for-profit corporation dba **YOU THRIVE FLORIDA** (hereinafter, “You Thrive”), with You Thrive being the surviving not-for-profit corporation. You Thrive will sometimes be referred to hereinafter as the “Surviving Corporation”. The Plan of Merger is as follows:

1. Names of the two not-for-profit corporations proposing to merger:
 - a. **BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.**, a Florida not-for-profit corporation
 - b. **MID FLORIDA COMMUNITY SERVICES, INC.**, a Florida not-for-profit corporation dba **YOU THRIVE FLORIDA**
2. Names and jurisdiction of the surviving not-for-profit corporation:
 - a. **MID FLORIDA COMMUNITY SERVICES, INC.**, a Florida not-for-profit corporation dba **YOU THRIVE FLORIDA**
3. Names and jurisdiction of the merged not-for-profit corporation that will not survive:
 - a. **BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.**, a Florida not-for-profit corporation
4. Terms and Conditions of the proposed merger are as follows:
 - 4.1 This Plan of Merger will be submitted to a vote of the respective boards of directors for BEST and You Thrive on or before July 9, 2025.
 - 4.2 If one or more of the respective boards fails to approve this Plan of Merger, this Plan of Merger shall terminate and the proposed merger shall not be consummated.
 - 4.3 If the Hernando County School Board shall deny the assignment of the Charter Agreement from BEST to You Thrive, this Plan of Merger shall terminate and the proposed merger shall not be consummated.

- 4.4 Subject to approval of the Hernando County School Board, upon approval and adoption of this Plan of Merger by both of the boards of directors, the merger shall become effective as of July 29, 2025 at 6:00 PM EDT (the “Effective Date”).
- 4.5 The principal office of the Surviving Corporation will be located at 820 Kennedy Boulevard, Brooksville, FL 34601.
- 4.6 The fiscal year of the Surviving Corporation will be from October 1 to September 30, both inclusive, of each year.
- 4.7 The Board of Directors of You Thrive shall be the Board of Directors of the Surviving Corporation.
- 4.8 The Board of Directors of BEST shall cease to be the Board of Directors of BEST and will be deemed to have resigned as of the Effective Date of this merger.
- 4.9 The Articles of Incorporation of You Thrive shall be the Articles of Incorporation of the Surviving Corporation, without changes. The By-Laws of the Surviving Corporation shall be the Bylaws that are attached hereto as Exhibit A.
- 4.10 The staff of You Thrive shall continue to serve as staff of the Surviving Corporation. The current Chief Executive Officer of You Thrive, the current Secretary and Treasurer of You Thrive, the current Chief Financial Officer of You Thrive, the current Chief Administrative Officer of You Thrive, the current Chief Operating Officer of You Thrive, the current Chairman of the Board of Directors of You Thrive, and the current Vice Chairman of the Board of Directors of You Thrive shall continue to serve in their respective roles of the Surviving Corporation.
- 4.11 The current teaching staff of BEST, the current employees of BEST, and the current Principal of BEST shall continue on their respective roles of the program that the Surviving Corporation’s Board of Directors shall establish pursuant to Florida law, the Surviving Corporation’s internal policies, and the current teacher and staff contracts currently in place for the 2024-2025 school year.
- 4.12 The current Secretary of BEST and any other officers of BEST, shall cease to serve in their respective roles of BEST and will be deemed to have resigned as of the Effective Date of this merger.
- 4.13 The Surviving Corporation will assume all outstanding obligations of BEST with any and all contractors, service providers, government agency including

but not limited to the Hernando County School Board, and the Hernando County Sheriff's Office, and any other party in which BEST has a contractual relationship as of the date of this Merger, and the Surviving Corporation will assume all liabilities and debts that BEST owes in its name by the Effective Date of this merger. The officers of BEST, the Board of Directors of BEST, and the Principal of BEST shall assist You Thrive to notify all parties of this merger and work to execute the necessary assignments prior to the Effective Date of this merger.

- 4.14 Upon the Effective Date, the title to any and all real estate, personal property, banking accounts, any other tangible property, any other intangible property, or any interest therein of other known or unknown property titled in the name of BEST shall be vested in the Surviving Corporation without reversion or impairment. The officers of BEST, the Board of Directors of BEST, and the Principal of BEST shall assist You Thrive to execute any and all necessary documents to transfer title to all property of BEST as provided herein to the name of the Surviving Corporation by the Effective Date of this merger.
- 4.15 Prior to the Effective Date, the business of BEST and You Thrive will continue to be conducted in the ordinary and usual course of each respective entity. However, BEST will need to seek the approval of You Thrive for the following transactions adopted by BEST prior to the Effective Date, which approval shall not be unreasonably withheld:
 - a. Extending any contracts with current teachers or other employees beyond the 2024-2025 school year;
 - b. Amending or terminating the Charter Agreement with the Hernando County School Board;
 - c. Selling any assets belonging to BEST that are either necessary for the normal everyday operations of BEST such as equipment or vehicles, or substantially disposing of fifty (50%) or more of the assets of BEST;
 - d. Closing any bank account and other intangible assets of BEST and transferring them to another account or other party; and
 - e. Renewing or amending any contract with a third party that BEST currently has an existing contract with.
- 4.16 The Board of Directors of BEST and You Thrive may agree to future amendments to this Plan of Merger provided that no such amendments will materially, substantially, or adversely the timeliness of completing this Plan of Merger. However, if such amendments to this Plan of Merger fail to be approved by either Board of Directors of BEST or You Thrive fail to adopt such amendment, this Plan of Merger shall be deemed to have been terminated and the proposed merger shall not be consummated.
- 4.17 The Board of Directors of BEST and You Thrive are hereby authorized, empowered, and directed to do all things and take all actions which they deem

necessary and appropriate to carry out the purposes and intentions of this Plan of Merger, including, without limitation, the filing and recording of the Articles of Merger, tax returns and other documents with the appropriate officials of the State of Florida, the Internal Revenue Service, and any other governing bodies and the payment of all fees and due and payable thereunder. The parties executing this Plan of Merger as provided below are hereby authorized representatives to act on behalf of BEST and You Thrive, and are hereby authorized to execute this Plan of Merger on the date provided below.

The Effective Date of the merger, if approved and adopted shall be on July 29, 2025 at 11:59 PM EDT.

**BROOKSVILLE ENGINEERING, SCIENCE
& TECHNOLOGY ACADEMY, INC.**

By: 

PATRICIA LAIRD, CHAIRWOMAN

Date: 7/8/2025

**MID FLORIDA COMMUNITY SERVICES, INC.
DBA YOU THRIVE FLORIDA, INC.**

By: 

JENNENE NORMAN-VACHA, BOARD CHAIR

Date: 7/9/25

By: 

MATHEW KLINE, CHIEF EXECUTIVE OFFICER

Date: 7/9/2025

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

1:40 pm, 07/15/2025