

740714

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MERGER OR SHARE EXCHANGE

THE CENTRE FOR WOMEN, INC.

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ARTICLES OF MERGER
Merger Sheet

MERGING:

THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC., a Florida
corporation, document number 715857

INTO

THE CENTRE FOR WOMEN, INC., a Florida entity, 740714

File date: October 16, 2002

Corporate Specialist: Karen Gibson

**ARTICLES OF MERGER
OF
THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC.
INTO
THE CENTRE FOR WOMEN, INC.**

FILED
02 OCT 16 PM 4:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of 617.1105 of the Florida Statutes, the Florida Corporations Not For Profit Act, THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC., a Florida corporation not for profit, and THE CENTRE FOR WOMEN, INC., a Florida corporation not for profit, adopt the following Articles of Merger for the purposes of merging the two corporations into one of such corporations.

**ARTICLE I
CONSTITUENT CORPORATIONS**

The parties to these Articles (collectively, the "Merging Corporations") are as follows:

A. THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC., incorporated as a Florida corporation not for profit on January 8, 1969, by the filing of Articles of Incorporation for Reincorporation with the Secretary of State for the State of Florida; and

B. THE CENTRE FOR WOMEN, INC., a Florida corporation not for profit, was originally incorporated as a Florida corporation not for profit on November 7, 1977 by the filing of a Certification of Incorporation with the Secretary of State for the State of Florida.

**ARTICLE II
SURVIVING CORPORATION**

THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC., shall be merged into THE CENTRE FOR WOMEN, INC., and as a result, THE CENTRE FOR WOMEN, INC., shall be the surviving corporation (hereafter, the "Surviving Corporation") and as such shall continue to be a Florida corporation not for profit governed by the provisions of Chapter 617 of the Florida Statutes.

ARTICLE III
PLAN OF MERGER

The agreement and plan of merger attached to these Articles of Merger as Attachment A (the "Plan") was approved in the name and on behalf of each of the Merging Corporations as follows:

A. The Board of Directors of THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC. approved and adopted the Plan by unanimous written consent of its Board of Directors effective September 30, 2002. A vote by the sole member of THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC. is not required to approve the Plan in that the members are not entitled to vote thereon, such authority being vested solely in its Board of Directors. Accordingly, the Plan was approved and adopted by the Board of Directors of THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC.

B. The Board of Directors of THE CENTRE FOR WOMEN, INC., approved and adopted the Plan by a majority vote at a meeting held on September 25, 2002. A vote by the members of THE CENTRE FOR WOMEN, INC., is not required to approve the Plan in that the Members are not entitled to vote thereon, such authority being vested solely in its Board of Directors. Accordingly, the Plan was approved and adopted by the Board of Directors of THE CENTRE FOR WOMEN, INC.

ARTICLE IV
EFFECT OF MERGER

The effect of the merger shall be as follows:

A. The separate existence of THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC. shall cease and THE CENTRE FOR WOMEN, INC., as the surviving corporation shall possess all of the rights, privileges, immunities and franchises, of a public and private nature, of each of the Merging Corporations; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Merging Corporations, shall be taken and deemed to be transferred to and vested in THE CENTRE FOR WOMEN, INC., as the surviving corporation without further act or deed and the title to any real property, or any interest therein, vested in either of the Merging Corporations shall not revert or be in any way impaired by reason of such merger.

B. At the Effective Date as defined in Article V hereof, THE CENTRE FOR WOMEN, INC., as the surviving corporation, shall become and be responsible for all liabilities and obligations of both THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC. and THE CENTRE FOR WOMEN, INC., Any claim, action or proceeding pending by or against either of the Merging Corporations may be prosecuted as if the merger had not taken place or THE CENTRE FOR WOMEN, INC., as the surviving corporation may be substituted in the place of the party claimed against. The effect of the merger between the parties to this merger shall otherwise be controlled by the provisions of Section 617.1106 of the Florida Statutes.

ARTICLE V
EFFECTIVE DATE OF MERGER

The effective date of the merger (the "Effective Date") shall be 5:00 P.M. on the date on which the Certificate of Merger is issued by the Secretary of State for the State of Florida with respect to this merger.

ARTICLE VI
BOARD OF DIRECTORS

The members of the Board of Directors of THE CENTRE FOR WOMEN, INC., shall continue to be the members of the Board of Directors of THE CENTRE FOR WOMEN, INC., as the surviving corporation.

ARTICLE VII
OFFICERS

The officers of THE CENTRE FOR WOMEN, INC., shall continue to be the officers of THE CENTRE FOR WOMEN, INC., as the surviving corporation.

ARTICLE VIII
ARTICLES OF INCORPORATION AND BYLAWS

The Articles of Incorporation of THE CENTRE FOR WOMEN, INC., shall be the Articles of Incorporation of THE CENTRE FOR WOMEN, INC., as the surviving corporation. The Bylaws of THE CENTRE FOR WOMEN, INC., shall be the Bylaws of THE CENTRE FOR WOMEN, INC., as the surviving corporation.

ARTICLE IX
REGISTERED AGENT

The registered agent for THE CENTRE FOR WOMEN, INC., Sarah B. Ficquette, and the Registered Office of THE CENTRE FOR WOMEN, INC., at 305 Hyde Park

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Avenue, Tampa, Florida 33606, shall be the Registered Agent and Registered Office of THE CENTRE FOR WOMEN, INC., as the surviving corporation.

IN WITNESS WHEREOF, THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC., a Florida corporation not for profit and THE CENTRE FOR WOMEN, INC., a Florida Corporation not for profit have each caused these Articles of Merger to be executed in triplicate by their respective duly authorized officers as of the 30th day of September, 2002.

THE FAMILY SERVICE ASSOCIATION OF GREATER TAMPA, INC., a Florida corporation not for profit

By: Shirley Myers
Name: Shirley Myers
Its: President

By: Kevin Hawkins
Name: Kevin Hawkins
Its: secretary

THE CENTRE FOR WOMEN, INC., a Florida corporation not for profit

By: John M. Barrett
Name: John M. Barrett
Its: President

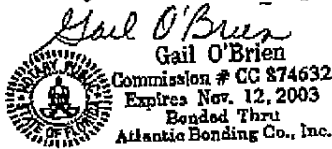
By: Lawrence Cacciatore
Name: Lawrence Cacciatore
Its: Secretary

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((HO2000213321 1)))

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of October, 2002 by John M. Barrett, the President of The Centre for Women, a Florida corporation not for profit, on behalf of the corporation. John Barrett is personally known to me or produced Florida drivers license as identification.



Notary Public - State of Florida
(Print Name) Gail O'Brien
Commission No.: cc 874632
My Commission Expires: 11/12/03

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of October, 2002 by Larry Cacciatore, the Secretary of The Centre for Women, a Florida corporation not for profit, on behalf of the corporation. Lawrence Cacciatore is personally known to me or produced Florida drivers license as identification.

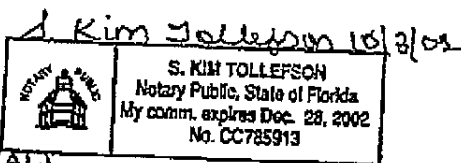


Notary Public - State of Florida
(Print Name) Gail O'Brien
Commission No.: cc 874632
My Commission Expires: 11/12/03

(SEAL)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 3rd day of October, 2002 by Shirley Myers, the President of the Family Service Association of Greater Tampa, Inc., a Florida corporation, on behalf of the corporation. Shirley Myers is personally known to me or produced Florida drivers license as identification.



Notary Public - State of Florida
(Print Name) S. Kim Tollefson
Commission No.: cc 785913
My Commission Expires: 12/28/02

(SEAL)

((HO2000213321 1)))

((HO2000213321 1)))

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 16 day of October, 2002 by Kevin Hawkins, the Secretary of the Family Service Association of Greater Tampa, Inc., a Florida corporation, on behalf of the corporation. Kevin Hawkins is personally known to me or produced Florida drivers license as identification.



Gail O'Brien
Commission # CG 874632
Expires Nov. 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

(SEAL)

Gail O'Brien
Notary Public - State of Florida
(Print Name): Gail O'Brien
Commission No.: CC 874632
My Commission Expires: 11/12/03

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((HO2000213321 1))

Attachment A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of the 30th September, 2002, between The Family Service Association of Greater Tampa, Inc., a Florida corporation not for profit ("FSA"), and The Centre for Women, Inc., a Florida corporation not for profit ("CFW"). FSA and CFW may sometimes in this document be collectively referred to as the "Constituent Corporations".

RÉCITALS

WHEREAS, the respective Boards of Directors of CFW and FSA recognize that it is in the best interest of each of the Constituent Corporations and their respective clients ("Clients") that a merger between the Constituent Corporations occur due to (i) the material benefits that will be derived by the elimination of duplicate administrative functions and (ii) the overall scale economies that can be achieved by the operation of the two Constituent Corporations as one.

WHEREAS, benefits expected to be realized by said merger will be in the form of enhanced services offered to the combined Clients of the Constituent Corporations.

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations, by resolution, have each conceptually approved the merger of CFW and FSA upon the terms and conditions set forth herein. Accordingly, in consideration of the mutual covenants and conditions hereinafter set forth, as well as ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
THE MERGER

A. FSA shall be merged into CFW, the latter being the surviving corporation.

B. Subject to the provisions of this Agreement, the merger shall be consummated after (i) approval by each of the Constituent Corporations as required by the provisions of Florida Statutes, Chapter 617, (ii) the filing of the Articles of Merger by the Secretary of State for the State of Florida and (iii) the issuance of the certificate of merger by the Secretary of State for the State of Florida.

C. The Articles of Incorporation of CFW as of the Effective Date, as hereinafter defined, shall be the Articles of Incorporation of CFW as the surviving corporation upon merger until thereafter amended as provided by law.

D. The nineteen (19) Board members of CFW prior to the merger shall be retained as Directors of CFW as the surviving corporation until such time as new Board members are elected in accordance with the terms of CFW's Bylaws.

E. The Bylaws of CFW, as of the Effective Date, as hereinafter defined, shall be the Bylaws of CFW as the surviving corporation upon merger, until thereafter amended as provided by law.

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F. The officers of CFW shall continue to be the officers of CFW as the surviving corporation.

**ARTICLE II
EFFECTIVE DATE**

In accordance with Florida Statutes, Chapter 617, the Effective Date shall be the day upon which there is issued a Certificate of Merger by the Department of State for the State of Florida as a result of the filing of the Articles of Merger pursuant to this Agreement.

**ARTICLE III
EFFECT OF MERGER**

The effect of the merger shall be as follows:

A. The separate existence of FSA and CFW shall cease and CFW, as the surviving corporation, shall possess all of the rights, privileges, immunities and franchises, of a public and private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Constituent Corporation shall be taken and deemed to be transferred to and vested in CFW as the surviving corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger.

B. Subsequent to the merger, CFW as the surviving corporation shall be responsible for all liabilities and obligations of both CFW and FSA. Any claim or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the merger had not taken place or CFW, as the surviving corporation, may be substituted in place of the party being claimed against.

**ARTICLE IV
SUBSEQUENT ACTS**

FSA agrees that, after the merger and from time to time, as requested by CFW as the surviving corporation or by its successors and assigns, FSA by and through its last Board of Directors will execute and deliver or cause to be executed and delivered all such deeds and other instruments and will take, or cause to be taken, such further or other action as the surviving corporation may deem necessary or desirable in order to vest, perfect in, confirm of record or otherwise, to the surviving corporation, title to and possession of all property, rights, privileges, powers and franchises deemed transferred from FSA to CFW as the surviving corporation pursuant to their merger.

**ARTICLE V
EXPENSES**

Each of the Constituent Corporations shall bear its own expenses incurred with respect to the merger, including but not limited to counsel fees, photocopying, postage, and all other expenses incidental to the merger described herein.

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**ARTICLE VI
REPRESENTATIONS AND WARRANTIES**

A. CFW represents and warrants:

1. It is a Florida corporation not for profit, duly organized, validly existing and in good standing under the laws of the State of Florida with corporate power to own its properties and to operate and carry on its business as presently conducted.

2. It has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder, including the entering into of Articles of Merger. The execution, delivery and performance of this Agreement by it and the consummation of this transaction have been duly authorized by the Board of Directors of CFW and no other corporate action or proceeding on the part of CFW is necessary to authorize the execution, delivery and performance by CFW of this Agreement and the Articles of Merger and the consummation of this transaction.

3. This Agreement and Plan of Merger and the other documents and instruments delivered by CFW in connection herewith constitute the legal, valid and binding obligations of CFW enforceable against it in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforceability of creditors rights generally.

4. A vote of the Members of CFW is neither necessary nor required, pursuant to the Bylaws of CFW, for the purposes of consummating this merger transaction.

B. FSA represents and warrants as follows:

1. It is a Florida corporation not for profit duly organized, validly existing and in good standing under the laws of the State of Florida with corporate power to own its properties and to operate and carry on its business as presently conducted.

2. It has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder, including the entering into of Articles of Merger. The execution, delivery and performance of this Agreement by FSA and the consummation of this transaction have been duly authorized by the Board of Directors of FSA and no other corporate action or proceeding on the party of FSA is necessary to authorize the execution, delivery and performance by FSA of this Agreement and the Articles of Merger and the consummation of this transaction.

3. The financial statements of FSA for the most recent fiscal year and submitted previously to the agents of CFW fairly represent the financial position and results of the operation of FSA as of the dates specified and for the periods indicated and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods indicated.

4. There is no suit, action, arbitration, labor dispute, labor agreement, or legal, administrative, or other proceeding or governmental investigation pending against or asserted by FSA, or, to the best knowledge of FSA, its officers, employees and members of the Board of Directors, threatened by, against or affecting FSA or any of its business, assets or

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financial condition. FSA is not in default with respect to any order or decree of any federal or state court or department, agency or instrumentality of any governmental entity.

5. A vote of the membership of FSA is not necessary or required, pursuant to the Bylaws of FSA, for the purposes of consummating this merger transaction.

6. This Agreement and Plan of Merger and the other documents and instruments delivered by FSA in connection herewith constitute the legal, valid and binding obligations of FSA enforceable against it in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforceability of creditors rights generally.

7. The consummation of the merger will neither constitute nor result in:

(i) a breach or violation of FSA's Articles of Incorporation or bylaws or any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage or other agreement, instrument or arrangement as to which it is a party or by it or its property is bound;

(ii) an event that would permit any party to terminate any agreement or to accelerate the maturity of any indebtedness or other obligation of FSA; or

(iii) the creation of any lien, charge or encumbrance on any of FSA's properties or other assets.

**ARTICLE VII
CONDITIONS OF CLOSING**

The Articles of Merger shall be executed in triplicate by each of the Constituent Corporations in consummation of this transaction in accordance with this Agreement and, in particular, upon satisfaction of all of the conditions subsequently set forth in this Article. The respective obligations of the Constituent Corporation to effect the merger are as follows:

A. This Agreement shall have been approved and adopted as may be required by Chapter 617 of the Florida Statutes.

B. The representations and warranties of each of the Constituent Corporations as contained in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as if made at such time, except as otherwise contemplated by this Agreement or consented to in writing by each of the Constituent Corporation.

C. Each of the Constituent Corporations shall have performed in all material respects each of its obligations hereunder required to be performed by it on or prior to the time set for the execution of the Articles of Merger consummating this transaction.

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**ARTICLE VIII
MISCELLANEOUS**

A. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, among the parties hereto with respect to the subject matter hereof and shall not be modified except by instrument in writing executed with the same formality as this Agreement.

B. This Agreement and all provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

C. This Agreement shall not be assignable by either of the parties hereto.

D. Each of the Constituent Corporations agrees to consult with the other in issuing any press release or otherwise making any public statements with respect to the transactions contemplated hereby, and each agrees it shall not issue any such public statement prior to such consultation, except as may be required by applicable law.

E. This Agreement may be executed in one or more counterparts all of which shall be considered one and the same agreement and each of which shall be deemed to constitute an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its respective officers as of the date first above written.

WITNESSES:

The Centre for Women, Inc.,

Tom J. [Signature]
Name:

By: John M. Barrett
Name: John M. Barrett
Its: President

Tom J. [Signature]
Name:

By: Lawrence A. Cacciatori
Name: Lawrence A. Cacciatori
Its: Secretary

The Family Service Association of Greater Tampa, Inc.

Shirley Myers 10/4/02
Name:

By: Shirley Myers
Name: Shirley Myers
Its: President


Kevin Hawkins
Name:

By: Kevin Hawkins
Name: Kevin Hawkins
Its: Secretary

((HO2000213321 1))

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10 day of October, 2002 by John M. Barrett, the President of The Centre for Women, Inc., a Florida corporation not for profit, on behalf of the corporation. John M. Barrett is personally known to me or produced Florida drivers license as identification.



Gail O'Brien
Gail O'Brien
Commission # CG 874632
Expires Nov. 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public - State of Florida
(Print Name) *Gail O'Brien*
Commission No.: *CG 874632*
My Commission Expires: *11/12/03*

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of October, 2002, by Lawrence A. Cacciatore, the Secretary of The Centre for Women, Inc., a Florida corporation, on behalf of the corporation. Lawrence A. Cacciatore is personally known to me or produced Florida drivers license as identification.



Gail O'Brien
Gail O'Brien
Commission # CG 874632
Expires Nov. 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public - State of
(Print Name) *Gail O'Brien*
Commission No.: *CG 874632*
My Commission Expires: *11/12/03*

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of October, 2002, by Shirley Myers the President of The Family Service Association of Greater Tampa, Inc., a Florida corporation, on behalf of the corporation. Shirley Myers is personally known to me or produced Florida drivers license as identification.


S. Kim Tolleson
S. KIM TOLLEFSON
Notary Public, State of Florida
My comm. expires Dec. 28, 2002
No. CC785913

Notary Public - State of FL
(Print Name) *S. Kim Tolleson*
Commission No.: *CC 785913*
My Commission Expires: *12/28/02*

(SEAL)

((HO2000213321 1)))

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16 day of October, 2002, by Kevin Hawkins, the Secretary of The Family Service Association of Greater Tampa, Inc., a Florida corporation, on behalf of the corporation. Kevin Hawkins is personally known to me or _____ produced Florida drivers license as identification.



(SEAL)

Gail O'Brien
Commission # CG 874632
Expires Nov. 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Gail O'Brien

Notary Public - State of Florida
(Print Name): Gail O'Brien
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Gail O'Brien
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