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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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08 JUL 11 AM 11:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Mergel

S. Goulette JUL 11 2008

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Capital City Rowing, 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:

Dean Minardi
(Contact Person)

Capital City Rowing, Inc.
(Firm/Company)

P.O. Box 38154
(Address)

Tallahassee FL 32315
(City/State and Zip Code)

For further information concerning this matter, please call:

Dean Minardi At (850) 294-1255
(Name of Contact Person) (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

ARTICLES OF MERGER

OF

TALLAHASSEE AREA CREW, INC.
a Florida not-for-profit corporation
(Corporate Charter Number 96000001690)

INTO

CAPITAL CITY ROWING, INC.
a Florida not-for-profit corporation
(Corporate Charter Number N51064)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to §§ 607.1108 and 607.1109 of the Florida Business Corporation Act (the "FBCA"), the undersigned business entities hereby certify as follows:

1. The names of the entities which are parties to the merger are Capital City Rowing, Inc, a Florida not-for-profit corporation (formerly known as Leon Crew Boosters, Inc.), (the "Surviving Company"), and Tallahassee Area Crew, Inc., a Florida not-for-profit corporation (the "Merging Company"). The Surviving Company is the surviving business entity in the merger and the Merging Company is the merging entity, whose separate business existence shall cease.
2. A copy of the Plan and Agreement of Merger (the "Plan") is attached hereto and made a part hereof.
3. The Plan was approved by vote of the board of directors of the Surviving Company and the Merging Company at meetings duly held, pursuant to the amended and restated bylaws of the Surviving Company and the applicable provisions of Chapter 607 of the FBCA.
4. The merger is permitted under the laws of all applicable jurisdictions and is not prohibited by the regulations or articles of incorporation or articles of organization of any corporation that is a party to the merger.
5. The merger shall be effective July 1, 2008.

IN WITNESS WHEREOF, the Surviving Company and the Merging Company have each caused this Certificate of Merger to be executed by its authorized representative, as of the 1 day of July, 2008.

SURVIVING COMPANY

CAPITAL CITY ROWING, INC.
a Florida not-for-profit corporation

Witnesses:

Bobbi McCarthy
[Print Name] Bobbi McCarthy
Micah Weisman
[Print Name] Micah Weisman

By: Mary Chiles
Name: MARY CHILES
Title: PRESIDENT, CCB/CCR

MERGING COMPANY

TALLAHASSEE AREA CREW, INC.
a Florida not-for-profit corporation

Witnesses:

Bobbi McCarthy
[Print Name] Bobbi McCarthy
Micah Weisman
[Print Name] Micah Weisman

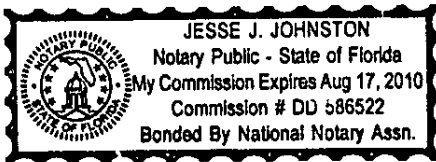
By: J. Paul Newton
Name: J. Paul Newton
Title: President, T.A.C.

STATE OF FLORIDA)
) ss
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 1 day of July, 2008, by Mary Chilei, as President of Capital City Rowing, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (notary must check applicable box):

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}



Jesse J. Johnston
Signature of Notary

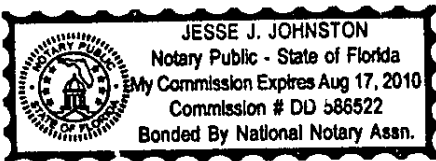
Jesse Johnston
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission expires (if not legible on seal): _____

STATE OF FLORIDA)
) ss
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 1 day of July, 2008, by Jay Newton, as President of Tallahassee Area Crew, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (notary must check applicable box):

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}



Jesse J. Johnston
Signature of Notary

Jesse Johnston
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

PLAN AND AGREEMENT OF MERGER

This Agreement, dated as of July 1, 2008, between Capital City Rowing Inc., a Florida not-for-profit corporation (formerly known as Leon Crew Boosters, Inc.), (the "Surviving Company"), and Tallahassee Area Crew, Inc. a Florida not-for-profit corporation (the "Merging Company").

WITNESSETH:

WHEREAS, the Merging Company and the Surviving Company deem it advisable, upon the terms and subject to the conditions set forth herein, that the Merging Company be merged with and into the Surviving Company, and that the Surviving Company be the surviving business entity due to the fact that the Surviving Company has a current exemption certificate as a 501(c)(3) entity which is registered in other states; and

WHEREAS, The Surviving Company shall simultaneous with the filing of the Certificate of Merger file Amended and Restated Articles of Incorporation and shall thereafter approve Amended and Restated Bylaws;

NOW, THEREFORE, it is agreed as follows:

Section 1 – Terms

1.1 On the effective date of the merger (as hereinafter defined), the Merging Company shall be merged with and into the Surviving Company, with the Surviving Company as the surviving business entity.

1.2 Upon the effective date of the merger, the Surviving Company shall file Amended Articles of Incorporation setting forth the Board of Directors for 2008-2009.

Section 2 – Effective Date

2.1 The merger shall become effective on the time and date specified in the Certificate of Merger filed with the Secretary of State of the State of Florida, herein sometimes referred to as the "effective date of the merger."

Section 3 – Organizational Documents

3.1 The Amended Articles of Incorporation of the Surviving Company filed in accordance with this Agreement shall be the Articles of Incorporation of the Surviving Company and shall continue to be in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Florida Business Corporation Act (the "FBCA"). The Amended Bylaws of the Surviving Company approved in accordance with this Agreement, shall be the Bylaws of the Surviving Company and shall continue in full force and effect until changed, altered or

amended as therein provided and in the manner prescribed by the provisions of the FBCA.

Section 4 – Effect of Merger

4.1 At the effective date of the merger, the effect of the merger shall be as provided in the applicable provisions of the FBCA. Without limiting the generality of such provisions, at the effective date of the merger, all the property, interests, assets, rights, privileges, immunities, powers and franchises of the Merging Company shall vest in the Surviving Company, and all debts, liabilities, duties and obligations of the Merging Company shall become the debts, liabilities, duties and obligations of the Surviving Company.

Section 5 – Amendment and Termination

5.1 At any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida, this Agreement may be amended by the Surviving Company and the Merging Company to the extent permitted by Florida law.

5.2 At any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida, this Agreement may be terminated and abandoned by the Surviving Company and the Merging Company.

Section 6 – Covenants and Agreements

6.1 The parties hereto shall each use reasonable best efforts to take all such action as may be necessary or appropriate to effectuate the merger under the FBCA. If, at any time after the effective date of the merger, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with full right, title and possession to all properties, interest, assets, rights, privileges, immunities, powers and franchises of the Merging Company, the appropriate officers of the Surviving Company are fully authorized, in the name of the Merging Company or otherwise, to take all such lawful and necessary action.

Section 7 – Execution and Effectiveness

7.1 The parties may execute this Agreement in counterparts. Each executed counterpart will be considered an original document, and all executed counterparts, together, will constitute the same agreement.

Section 8 – Management of Surviving Company

8.1 The management of the Surviving Company is vested in its board of directors as set forth in the Amended Articles of Incorporation.

IN WITNESS WHEREOF, the Surviving Company and the Merging Company have each executed this Agreement to be executed by its authorized representative, all as of the date first above written.

SURVIVING COMPANY

CAPITAL CITY ROWING, INC.,
a Florida not-for-profit corporation

By: Mary Chiles
Name: MARY CHILES
Title: PRESIDENT, CCB/CCR

MERGING COMPANY

TALLAHASSEE AREA CREW, INC.,
a Florida not-for-profit corporation

By: J. Pool Newton
Name: J. Pool Newton
Title: President, T.A.C.