

N95000001086

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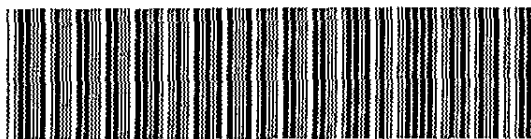
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Mr. Lingenfelter authorized
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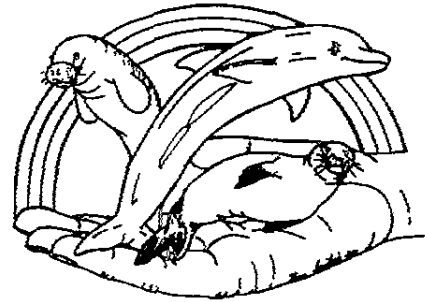
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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2003 MAR 27 PM 12:23

Merger
LFB
5-6-03

MARINE MAMMAL CONSERVANCY, INC
MARINE MAMMAL RESCUE FOUNDATION

P O Box 1625
102200 Overseas Hwy
Key Largo, FL 33037-1625
Tel: (305) 451-4774 / (305) 778-4847 / (305) 853-0675
Fax: (305) 853-5517
www.marinemammalconsrv.org
E-mail: info@marinemammalconsrv.org



*Protecting Marine Mammals & Their Habitats
Through Research, Rescue, Rehabilitation,
Release and Education*

**MMC Board of
Directors**

Arthur G Cooper
Chairman of the Board

Robert G Lingenfelser
President

Peter Hoagland
Senior Vice President

Richard L Trout
Vice President
Director Of Husbandry

December M Lauretano
Treasurer

Bettina Valles
Secretary

Dr. Laura
L'Heureux, DVM
Director / Veterinarian

Lloyd E Brown
Director

Brenda Bush
Director

Kyle Lane
Director

Scott Digilimo
Director

Marco D'Anto
Director

Advisory Personnel

Martin E Firestone
General Counsel

Liz Nicholas
Fundraising & Projects
Coordinator

Dr. Ian Kupkee, DVM
Veterinarian

Dr. Robert O Stevens,
DVM
Consulting Veterinarian

Karen Susalla
Webmaster

March 18, 2003

Amendment Section
Division of Corporations
409 E Gaines Street
Tallahassee, FL 32399
Tel: (850) 245-6050

Subject: Marine Mammal Conservancy, Inc.

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert G Lingenfelser Jr
Marine Mammal Conservancy, Inc.
P O Box 1625
Key Largo, FL 33037-1625

For further information concerning this matter, please call:

Robert G Lingenfelser Jr at (305) 778-4847

Please include a Certified Copy of this filing. The appropriate fee of \$135.25 is attached and includes the following:

Filing fees for two (2) Corporations:	\$ 70.00	
Certified Copy of the Articles of Merger	\$ 12.75	(12 pages)
Articles of Dissolution Filing Fee:	\$ 35.00	
Certified Copy of the Articles of Dissolution:	\$ 8.75	
Certificate of Status:	\$ 8.75	
Total:	\$135.25	

Regards,

Robert G Lingenfelser Jr
President

enc

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2003 MAR 27 PM 12: 23

ARTICLES OF MERGER

(Not for Profit Corporations)

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to Section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation is:

Marine Mammal Conservancy, Inc. Incorporated in the State of Florida Document #
N95000001086
F E I Number: 65-0562563
Physical Address: 102200 Overseas Hwy; Key Largo, FL 33037
Mailing Address: P O Box 1625; Key Largo, FL 33037-1625

Second: The name and jurisdiction of each merging corporation is:

Marine Mammal Conservancy, Inc. Incorporated in the State of Florida Document #
N95000001086
F E I Number: 65-0562563
Physical Address: 102200 Overseas Hwy; Key Largo, FL 33037
Mailing Address: P O Box 1625; Key Largo, FL 33037-1625

Merging with

Marine Mammal Rescue
Foundation of the Upper Keys, Inc. Incorporated in the State of Florida Document #
N93000005602
F E I Number: 65-0455644
Physical Address: 31 Corrine Place; Key Largo, FL 33037
Mailing Address: 31 Corrine Place; Key Largo, FL 33037

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.

Fifth: ADOPTION OF MERGER BY THE MARINE MAMMAL CONSERVANCY, INC.; THE SURVIVING CORPORATION

Section III

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 January 25th, 2003. The number of Directors in office and present was seven (7). The vote for the plan of merger and adopting resolution was six(6) FOR and zero (0) AGAINST and one (1) ABSTAINING because the Board Member also held a Director's position within the Marine Mammal Rescue Foundation of the Upper Keys, Inc.; The Merging Corporation.

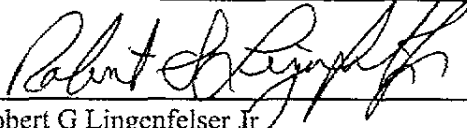
Sixth: ADOPTION OF MERGER BY THE MARINE MAMMAL RESCUE FOUNDATION OF THE UPPER KEYS, INC.; THE MERGING CORPORATION

Section III

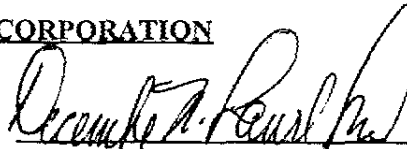
There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the Board of Directors on January 25th, 2003. The number of Directors in office and present was seven (7). The vote for the plan of merger and adopting resolution was six(6) FOR and zero (0) AGAINST and one (1) ABSTAINING because the Board Member also held a Director's position within the Marine Mammal Conservancy, Inc.; The Surviving Corporation.

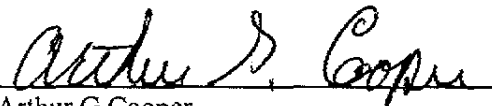
Seventh: SIGNATURES FOR EACH CORPORATION



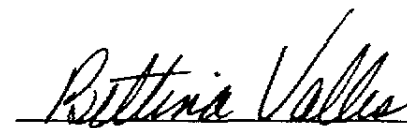
Robert G Lingenfelser Jr
President
Marine Mammal Conservancy, Inc.



December M Lauretano
Secretary / Treasurer
Marine Mammal Conservancy, Inc.



Arthur G Cooper
President
Marine Mammal Rescue Foundation
of the Upper Keys, Inc.



Bettina Valles
Secretary
Marine Mammal Rescue Foundation
of the Upper Keys, Inc.

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes.

The name and jurisdiction of the **surviving** corporation is:

Marine Mammal Conservancy, Inc.	Incorporated in the State of Florida	Document #
		N95000001086
F E I Number: 65-0562563		
Physical Address:	102200 Overseas Hwy; Key Largo, FL 33037	
Mailing Address:	P O Box 1625; Key Largo, FL 33037-1625	

The name and jurisdiction of each **merging** corporation is:

Marine Mammal Conservancy, Inc.	Incorporated in the State of Florida	Document #
		N95000001086
F E I Number: 65-0562563		
Physical Address:	102200 Overseas Hwy; Key Largo, FL 33037	
Mailing Address:	P O Box 1625; Key Largo, FL 33037-1625	

Merging with

Marine Mammal Rescue Foundation of the Upper Keys, Inc.	Incorporated in the State of Florida	Document #
		N93000005602
F E I Number: 65-0455644		
Physical Address:	31 Corrine Place; Key Largo, FL 33037	
Mailing Address:	31 Corrine Place; Key Largo, FL 33037	

The terms and conditions of the merger are attached hereto in the Merger Agreement (minus it's exhibits) and is labeled as Exhibit A containing five (5) pages.

Changes in the Articles of Incorporation

Article I Name

The name of the Corporation is Marine Mammal Conservancy, Inc.

Article II Address

The address of the principal office of the Corporation is 102200 Overseas Highway; Key Largo, FL 33037; and the mailing address of the Corporation is P O Box 1625, Key Largo, FL 33037-1625, and the name of the Registered Agent is Peter Hoagland, 31 Corrine Place, Key Largo, FL 33037.

No other changes to the Articles of Incorporation are made at this time.

Other Provisions relating to the merger are as follows:

The Board of Directors duly incorporated under the Merger Agreement between The Marine Mammal Conservancy, Inc. and The Marine Mammal Rescue Foundation of the Upper Keys, Inc. and hereby governed under the By-Laws of the Marine Mammal Conservancy, Inc.; the surviving corporation are:

Arthur G Cooper
1631 NW 19th Street
Homestead, FL 33030

Title: Chairman of the Board

Robert G Lingenfelser Jr
P O Box 1032
Key Largo, FL 33037-1032

Title: President

Peter Hoagland
67 Bass Avenue
Key Largo, FL 33037

Title: Senior Vice President

Richard L Trout
192 Lowe Street
Tavernier, FL 33070

Title: Vice President

December M Lauretano
14741 SW 69th Street
Fort Lauderdale, FL 33330

Title: Treasurer

Bettina Valles
20 Fishermans Trail
Key Largo, FL 33037

Title: Secretary

Dr. Laura L'Heureux, DVM
93997 Overseas Hwy
Tavernier, FL 33070

Title: Director

Lloyd E Brown
8990 SW 174th Street
Miami, FL 33157

Title: Director

Brenda Bush
126 Coco Palm Blvd
Tavernier, FL 33070

Title: Director

Kyle Lane
76 Shoreland Drive
Key Largo, FL 33037

Title: Director

Scott Digliumo
P O Box 378573
Key Largo, FL 33037

Title: Director

Marco D'Anto
15 Jenny Lane
Key Largo, FL 33037

Title: Director

EXHIBIT "A" 1

AGREEMENT

AGREEMENT, made and dated this 20th day of January, 2003, by and between the MARINE MAMMAL CONSERVANCY, INC., a Florida non-profit, non-stock corporation, with its principal offices located at 4077 40th Avenue, Pembroke Park, Florida 33023 (hereinafter "MMC") and MARINE MAMMAL RESCUE FOUNDATION OF THE UPPER KEYS, INC., a Florida non-profit, non-stock corporation, with its principal offices at 31 Corrine Place, Key Largo, Florida 33037 (hereinafter "MMRF").

WITNESSETH:

WHEREAS, MMC is, and has been since 1998, engaged in the rescue, rehabilitation and, when appropriate, release to their natural habitats of stranded, injured and sick marine mammals; and

WHEREAS, MMRF is, and has been since 199³, engaged in the rescue, rehabilitation and, when feasible, release to their natural habitats of stranded, injured and sick marine mammals; and

WHEREAS, MMC, and individually its principals, and MMRF (sometimes hereinafter collectively the "Parties") have over the years cooperated and worked with one another to effect the rescue, rehabilitation and, when appropriate, release to their natural habitats of stranded, injured and sick marine mammals; and

WHEREAS, MMC and MMRF cooperating and working together have achieved an exemplary and unmatched record of rapid responses to reports of stranded, injured and sick marine mammals and the successful rescue, rehabilitation and, when feasible, release to their natural habitats; and

WHEREAS, MMC and MMRF have concluded and decided that by merging and combining their experience, expertise, personnel, equipment and facilities they can even more effectively and efficiently respond to stranded, injured and sick marine mammals and conduct their rescue, rehabilitation and, when feasible, release to their natural habitats in accordance with, and furtherance of, the mandate of the Marine Mammal Protection Act to protect and conserve marine mammals;

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties and covenants hereinafter contained hereinafter and for other good and sufficient consideration the Parties hereto agree as follows:

1.0 ORGANIZATION

1.1 NAME AND IDENTIFICATION: The Parties agree and understand that upon the execution of this Agreement and

EXHIBIT "A"

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consummation of the merger contemplated herein the resultant merged entity shall be, and shall be known and identified as, the "MARINE MAMMAL CONSERVANCY, INC." (the "Merged Entity"). The Parties further agree and understand that the Merged Entity, except as otherwise provided in this Agreement, shall assume and be responsible for and shall carry out and perform the contractual duties and obligations of MMRF.

a. **DISSOLUTION OF MMRF:** MMRF wishes, intends agrees and understands that upon execution of this Agreement MMRF shall do such things and take such action to effect the dissolution of MMRF as a corporate entity.

b. **MMRF IDENTITY AND NAME TO BE RETAINED:** MMRF has earned the reputation of, and is publicly identified and recognized as being, a responsible and effective marine mammal rescue organization. Therefore, the Parties agree and understand there is value and importance to the carrying out the mission of the Merged Entity of retaining and maintaining the MMRF name. Therefore, the Parties further understand and agree that following its corporate dissolution the residual MMRF organization shall be designated the stranding division of the Merged Entity and, pursuant to the relevant and applicable statutes of the State of Florida, shall be named, known and identified as "MARINE MAMMAL CONSERVANCY, INC."

c. **DUTIES AND FUNCTIONS OF THE DESIGNATED "STRANDING DIVISION":** The Parties agree and understand that the designated "stranding division" shall comply with all requirements and perform all duties, responsibilities and obligations attendant thereto and shall have dedicated personnel and equipment to satisfactorily, effectively and efficiently comply with such requirements and carry out the duties and responsibilities of a stranding operation.

1.2 **GOVERNANCE:** The Parties agree and understand that upon the execution of this Agreement the Merged Entity shall be governed by, and operate in accordance with the Articles of Incorporation and By Laws of MMC, as amended, and provided for herein, and attached hereto as Attachments A and B.

1.3 **DIRECTORS AND OFFICERS:** The Parties agree and understand that upon the execution of this Agreement and to effect the merger contemplated herein a meeting of the Board of Directors of MMC shall be held for the following purposes:

a. **DIRECTORS:** The Board shall elect to its membership seven (7) representatives of MMRF or persons nominated or designated by MMRF or such other number of MMRF representatives as may be mutually agreed upon by the Parties.

EXHIBIT "A"

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b. **OFFICERS:** The Board shall elect to corporate officerships, agreed upon by the Parties, representatives of MMRF or persons nominated or designated by MMRF.

c. **AMENDMENT OF BY LAWS:** As may be mutually agreed upon by the Parties, upon the execution of this Agreement or subsequent thereto, the Board may amend the By Laws of the Merged Entity to provide for continuing and maintaining the representation of MMRF on the Board as provided for herein, or on such other terms and conditions as may be mutually agreed upon by the Parties.

2.0 DISTRIBUTION OF FACILITIES, EQUIPMENT, OTHER ASSETS

2.1 **FACILITIES, EQUIPMENT, OTHER ASSETS OF MMC:** MMC agrees and understands that at the execution of this Agreement it shall have ownership, title and/or control of the facilities, equipment and other assets listed in Attachment C hereto. MMC also agrees and understands that upon execution of this Agreement the facilities, equipment and assets listed in Attachment C hereto shall be distributed to and shall become and be the property of the Merged Entity.

2.2 **FACILITIES, EQUIPMENT, OTHER ASSETS OF MMRF:** MMRF agrees and understands that at the execution of this agreement it shall have ownership, title and/or control of the facilities, equipment and other assets listed in Attachment D hereto. MMRF also agrees and understands that upon execution of this Agreement it shall distribute to the Merged Entity the facilities, equipment and other assets listed in Attached D and such facilities, equipment and other assets shall become and be the property of the Merged Entity.

3.0 LIABILITIES, DEBTS, OBLIGATIONS:

3.1 **LIABILITIES AND INDEBTEDNESS:** The Parties agree and understand that by execution of this Agreement the Merged Entity, shall and will not assume, be responsible for or obligated for each, any or all of the liabilities, debts or obligations of the Parties except for those liabilities, debts or obligations listed in Attachment E hereto

3.2 **MORTGAGES, LIENS, ENCUMBRANCES:** The Parties agree and understand that the facilities, equipment and other assets to be distributed to the Merged Entity pursuant to Section 2.0 shall be free and clear of all mortgages, liens and/or encumbrances other than those specifically disclosed and listed in Attachments C, D or E hereto.

4.0 REPRESENTATIONS AND WARRANTIES

4.1 **NON-PROFIT STATUS:** MMC and MMRF each represent

EXHIBIT "A"

- 4 -

and warrant that it is a duly qualified non-profit, non-stock corporation, in good standing, pursuant to Section 501(c)(3) of the Internal Revenue Code and the relevant and applicable statutes of the State of Florida.

4.2 LEGAL AND STATUTORY AUTHORITY: MMC and MMRF each represent that as a duly qualified non-profit, non-stock corporation, in good standing it has the state and federal legal and statutory authority to enter into this Agreement and to perform the duties, responsibilities and fulfill the obligations contained herein.

4.3 CORPORATE AUTHORITY: MMC and MMRF each represent and warrant that, pursuant to the resolutions of their respective Boards of Directors, evidenced in Attachments F and G hereto, each has the corporate authority and consent to enter into this Agreement and to perform and carry out the duties, responsibilities and fulfill the obligations contemplated therein.

4.4 PENDING PROCEEDINGS: MMC and MMRF each represent and warrant that there are no existing or pending legal, judicial, regulatory or administrative proceedings which would prevent, prohibit or preclude each from entering this Agreement or performing the duties and responsibilities contemplated therein.

4.5 LIABILITIES, INDEBTEDNESS: MMC and MMRF each represent and warrant that each has no liabilities, indebtedness or obligations except those which have been specifically identified as provided for in this Agreement.

4.6 FACILITIES AND EQUIPMENT: MMC and MMRF each represent and warrant that the facilities each will have free and clear title and ownership of the equipment and facilities distributed to the Merged Entity, except as otherwise provided for in this Agreement, and that such equipment and facilities shall be usable and in good working order.

5.0 MISCELLANEOUS PROVISIONS

5.1 PRESS RELEASES AND PUBLIC INFORMATION: The Parties agree and understand that upon the execution of this Agreement, MMC and MMRF will issue a joint press release announcing its execution and that the text of such release shall be agreed upon and accepted by MMC and MMRF. The Parties further agree and understand that any other release of information or other notices to the public of the execution of this Agreement and the texts thereof shall be mutually agreed upon by MMC and MMRF.

5.2 JURISDICTION AND ENFORCEMENT: The Parties agree

EXHIBIT "A"

- 5 -

and understand that this Agreement and transactions, duties and responsibilities related to and thereunder shall be governed by the laws of the State of Florida and that any and all legal proceedings that may arise from, pertaining to or seeking enforcement of this Agreement shall be brought in the Courts of the State of Florida.

5.3 INDEMNIFICATION AND DEFENSE: MMC and MMRF agree and understand that each shall indemnify and hold harmless the Merged Entity from any proceedings or actions arising directly or indirectly from the breach or default of this Agreement by MMC and/or MMRF and from and claims, judgments, costs and expenses attendant thereto; provided, however, it is further agreed and understood that the Merged Entity shall have the sole and exclusive right to conduct the defense of any such proceeding, action or claim and/or to any challenge to the legality, lawfulness or propriety of this Agreement and to negotiate the settlement or compromise of any such proceeding, action, claim or challenge.

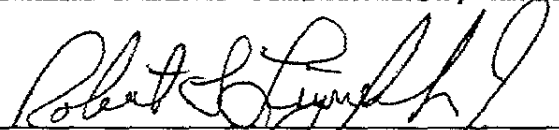
5.4 ENTIRE AGREEMENT: This Agreement supersedes and negates any and all prior understandings, agreements and representations, oral or written, between the Parties.

5.5. COUNTERPARTS: This Agreement may be signed in counterparts but shall not be deemed in full force and effect until such time as it has been duly approved and signed by each party and each party is in possession of a fully executed counterpart.

IN WITNESS WHEREOF, the Parties hereto have set their signs and seals this 15th day of January, 2003.

MARINE MAMMAL CONSERVANCY, INC.

By


Robert G. Lingenfelser, Jr.
President

MARINE MAMMAL RESCUE FOUNDATION
OF THE UPPER KEYS, INC.

By


Arthur Cooper, President