

CCRS
103 N. MERIDIAN STREET, L...
TALLAHASSEE, FL 32301
222-1173

700877

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: CINDY HICKS

DATE: 6-28-01

REF. #: 0164.17132

Merger &
Name Change

CORP. NAME: THE HUMANE SOCIETY OF SEMINOLE

COUNTY, INC. MERGING INTO ORLANDO
HUMANE SOCIETY....

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: | | |

FILED.
01 JUN 28 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE FEES PREPAID WITH CHECK# 15630 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED: 800004449748--7

-06/28/01--01033--007
*****78.75 *****78.75

COST LIMIT: \$

PLEASE RETURN:

- ☒ CERTIFIED COPY ☐ CERTIFICATE OF GOOD STANDING ☐ PLAIN STAMPED COPY
☐ CERTIFICATE OF STATUS

Examiner's Initials

DR
6/28/01

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC. a Florida corporation 727339

INTO

ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL
FLORIDA) which changed its name to

**SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL
FLORIDA (S.P.C.A. OF CENTRAL FLORIDA), INC.,** a Florida entity, 700877

File date: June 28, 2001

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER
OF
THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC.
WITH AND INTO
ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS OF CENTRAL FLORIDA
(S.P.C.A. OF CENTRAL FLORIDA)**

FILED
01 JUN 28 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 617.1101, 617.1103, and 617.1105, Florida Statutes, **THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC.**, a Florida not for profit corporation, and **ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA)**, a Florida not for profit corporation, do hereby adopt the following Articles of Merger:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are **THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC.** and **ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA)**. **ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA)** is the surviving corporation which, from and after the date of the merger, shall be known by the name set forth in Article Fifth hereinbelow.

SECOND: The plan of merger is set forth in that certain Plan and Agreement of Merger dated ~~May~~ ^{JUNE} 11, 2001, between **THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC.** and **ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA)** (the "Agreement of Merger"). An executed copy of the Agreement of Merger is attached hereto as composite Exhibit A (page 1 through 5) and made a part hereof by reference as if fully set forth herein.

THIRD: The members of each of the parties to the Merger are not entitled to vote on the Agreement of Merger. The Agreement of Merger was adopted by the affirmative vote of the majority of the members of the respective Boards of Directors of **THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC.** and **ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA)** by written consent each executed as of

JUNE 11, 2001. The number of directors in office for the **THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC.** is nine (9) and 9 voted for the Agreement of Merger; and the number of directors in office for the **ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA)** is ten (10) and ten (10) voted for the Agreement of Merger.

FOURTH: The merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of Florida.

FIFTH: Immediately after the merger becomes effective, the name of the surviving corporation shall be changed to **SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA), INC.** Said name change shall be effected by virtue of these Articles of Merger, and no separate articles of amendment are required.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of this 11 day of JUNE, 2001.

THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC.

By: _____

Steve Horneffer, President

ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA)

By: _____

Patricia Gibson, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") was made and entered into this 11th day of June, 2001 by and among **THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC.**, a Florida not for profit corporation (hereinafter referred to as "Seminole") and **ORLANDO HUMANE SOCIETY, INC./SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA)**, a Florida not for profit corporation (hereinafter referred to as "Orlando"), both corporations being hereinafter sometimes collectively referenced as the "Constituent Corporations."

WHEREAS, Seminole is a not for profit corporation duly organized and existing under and by virtue of the laws of the State of Florida, and Orlando is a not for profit corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deem it advisable, for the general welfare and advantage of the Constituent Corporations and their respective members, that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida;

NOW THEREFORE, in consideration of the premises, and of the mutual agreements and covenants herein contained, it is agreed that Seminole shall be and it hereby is merged with and into Orlando, which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1. **Surviving Corporation: Name.** Orlando shall be the surviving corporation (the "Surviving Corporation") and the name of the Surviving Corporation shall, from and after the effective date of the merger, be **SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA), INC.**
2. **Certificate Of Incorporation And Purpose Of Surviving Corporation.** The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of Orlando as the same was filed and appears of record in the office of the Secretary of State of Florida and the objects and purposes of the surviving corporation shall be as set forth in said Certificate of Incorporation.
3. **Bylaws Of Surviving Corporation.** The bylaws of Orlando as they shall exist upon the effective date of the merger, shall be and remain and continue to be the bylaws of

the Surviving Corporation after the date of the merger until they shall be altered, amended, or repealed as therein provided or as provided by law and the bylaws of Seminole shall be null, void and no effect.

4. Members. Persons who are members of Seminole and persons who are members of Orlando on the effective date of the merger shall be and remain and continue to be members of the Surviving Corporation without payment of additional dues until the normal renewal period for members of the Surviving Corporation. Any member of Seminole who wishes to resign from membership may do so.

5. Directors And Officers.

- (a) Persons who are Directors of Orlando on the effective date of the merger shall be and remain and continue to be Directors of the Surviving Corporation; such Directors shall hold office until the expiration of their elected term after the effective date of the merger and until their respective successors are elected or appointed in the manner provided in the bylaws of the Surviving Corporation.
- (b) The Directors of the Surviving Corporation shall select from persons who are currently on the Board of Directors of Seminole to fill two (2) of the existing three (3) vacancies on the Board of Directors of the Surviving Corporation; and shall exercise good faith effort and work diligently to fill the third vacancy by selecting a resident of Seminole County who is active in public and community affairs. Each Director so selected shall serve such term or terms as provided in the bylaws of the Surviving Corporation.
- (c) All persons who, upon the effective date of the merger, shall be executive or administrative officers of Orlando shall be and remain and continue to be the executive or administrative officers of the Surviving Corporation. Additional officers may be elected or appointed as provided in the bylaws of the Surviving Corporation.
- (d) The officers and Directors of the Surviving Corporation are:

Officers

Patricia Gibson	President
Randy Babitt	Vice President
Barbara Garwood	Treasurer
Sarah Castor	Secretary

Directors

Kazuko Staniszkis
Linda Burleson
Ty Christian
Cynthia Matzick
Michael McMahon
Fonda Ryan-Cerenzio
Patricia Gibson
Randy Babitt
Barbara Garwood
Sarah Castor

- (e) From and after the effective date of the merger, the Surviving Corporation shall have thirteen (13) Directors. The number of Directors may be increased or decreased from time to time by amendment to the articles of incorporation or the bylaws of the Surviving Corporation, but no decrease shall have the effect of shortening the term of any incumbent director.

6. Effective Date Of Merger.

- (a) For all purposes of the laws of the State of Florida, this Plan and Agreement of Merger and the merger herein provided for shall become effective upon filing of this Plan and Agreement of Merger with the Secretary of State of Florida and the separate existence of Seminole, except insofar as it may be continued by statute, shall cease upon said date. This Plan and Agreement of Merger and the Articles of Merger shall not be filed with the Secretary of State of Florida until the Board of County Commissioners of Seminole County, Florida adopts a resolution or takes other action deemed satisfactory to Orlando to comply with the contingency set forth in the Written Action of the Board of Directors of Orlando authorizing the merger.
- (b) The corporate identity, existence, purposes, powers, objects, franchises, rights, licenses, and immunities of Orlando shall continue unaffected and unimpaired by the merger hereby provided for; and the corporate identifies, existence and purposes of Seminole shall be continued in and merged into Orlando and Orlando shall be fully vested therewith.

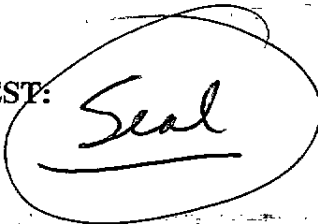
7. Effect Of Merger. On the effective date of the merger, Seminole and Orlando shall cease to exist separately and Seminole shall be merged with and into Orlando in accordance with the provisions of this Agreement and shall continue to exist as a not for profit Corporation governed by the laws of the State of Florida. On the effective date of the merger, Orlando shall possess all the rights, privileges, powers, franchises,

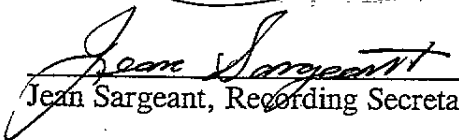
licenses, whether or not by their terms assignable, and immunities, both of a public and a private nature, in properties, real, personal and mixed belonging to each of the Constituent Corporations, however acquired. Furthermore, all rights of creditors and all liens upon the property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such lien at the time of the merger, and all debts, contracts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to Orlando as the Surviving Corporation, and may be enforced against it to the extent as if they had been incurred or controlled by it.

8. **Delivery Of Deeds And Instruments.** Prior to and from and after the effective date of the merger and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, licenses and franchises referred to in Paragraph 7 hereof and otherwise to carry out the intent and purposes of this Plan and Agreement of Merger. For the convenience of the parties and to facilitate the filing and recording of this Plan and Agreement of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.
9. **Right To Amend Certificate Of Incorporation.** The Surviving Corporation hereby reserves the right to amend, alter, change or repeal any provisions contained in its Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Florida and all rights conferred on members therein are subject to this reservation.
10. **Applicable Law.** This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Florida. It shall inure to the benefit of and is binding upon Seminole and Orlando, and their respective successors and assigns.
11. **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the Constituent Corporations, and no person other than the Constituent Corporations shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.
12. **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

IN WITNESS WHEREOF, the President of Seminole has hereunto set his hand under its corporate seal, attested by its Secretary, and the President of Orlando has hereunto set her hand under its corporate seal, attested by its Secretary, all as of the day and year first above written.

ATTEST:

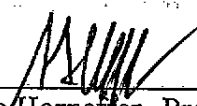
The seal is an oval shape containing the word "Seal" in a cursive script, with a horizontal line underneath it.

A cursive signature of Jean Sargeant.
Jean Sargeant, Recording Secretary

CONSTITUENT ENTITIES:

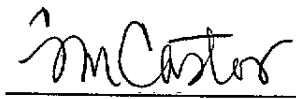
THE HUMANE SOCIETY OF SEMINOLE COUNTY, INC., a Florida not for profit corporation

By:

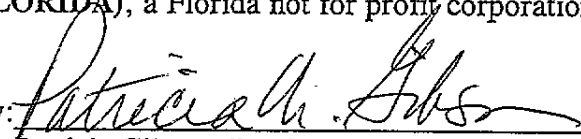
A cursive signature of Steve Horneffer.
Steve Horneffer, President

ATTEST:

ORLANDO HUMANE SOCIETY, INC./ SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA (S.P.C.A. OF CENTRAL FLORIDA), a Florida not for profit corporation

A cursive signature of Sarah Castor.
Sarah Castor, Secretary

By:

A cursive signature of Patricia Gibson.
Patricia Gibson, President