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2009 JUN -1 AM 10:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED



THE LAW OFFICE OF
KIRSTEN DOOLITTLE, P. A.

May 27, 2009

BY OVERNIGHT MAIL

Amendment Section
Division of Corporations
Florida Department of State
Post Office Box 6327
Tallahassee, FL 32314

Re: Planned Parenthood of Northeast Florida, Inc.

Dear Sir or Madam:

Please find enclosed the following documents for filing with the Division of Corporations to effect the merger of Planned Parenthood of North Central Florida, Inc. (the merging corporation), a not for profit Florida corporation into Planned Parenthood of Northeast Florida, Inc. (the surviving corporation), also a not for profit Florida corporation:

1. \$78.75 check made payable to the Florida Department of State (for the filing fee for the merging and surviving corporations and the fee for a Certified Copy)
2. Articles of Merger, with the attached Agreement and Plan of Merger as Exhibit A

Please return all correspondence, including a Certified Copy and a letter of acknowledgement, concerning this matter to: Kirsten Doolittle, The Law Office of Kirsten Doolittle, P.A., 1022 Park Street, Suite 405, Jacksonville, FL 32204

As stated in the Articles of Merger and attached Agreement and Plan of Merger, the surviving entity of Planned Parenthood of Northeast Florida, Inc. shall be named Planned Parenthood of North Florida, Inc. going forward. Also, pursuant to section 617.0123, Florida Statutes, the effective date of this merger is **June 1, 2009**.

Please call me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Kirsten Doolittle', with a long horizontal flourish extending to the right.

Kirsten Doolittle

cc: Staci Fox
CEO, Planned Parenthood of Northeast Florida, Inc.

**ARTICLES OF MERGER OF
PLANNED PARENTHOOD OF NORTH CENTRAL FLORIDA, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION,
WITH AND INTO
PLANNED PARENTHOOD OF NORTHEAST FLORIDA, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

FILED

09 JUN -1 AM 10: 04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED, PLANNED PARENTHOOD OF NORTHEAST FLORIDA, INC., a Florida not for profit corporation (the "Surviving Corporation"), in accordance with the requirements of the Florida Not for Profit Corporation Act, as amended (the "Act"), and desiring to effect a merger of PLANNED PARENTHOOD OF NORTH CENTRAL INDIANA, INC., a Florida not for profit corporation (the "Merging Corporation"), into the Surviving Corporation, hereby sets forth the following facts to make these Articles of Merger:

ARTICLE I

Surviving Corporation

Section 1.01. The name of the corporation surviving the merger is PLANNED PARENTHOOD OF NORTHEAST FLORIDA, INC. Following the merger, the name of the Surviving Corporation will be PLANNED PARENTHOOD OF NORTH FLORIDA, INC.

Section 1.02. The Surviving Corporation is a Florida not for profit corporation existing pursuant to the provisions of the Act, incorporated on May 7, 1965, Document Number 708911.

ARTICLE II

Merging Corporation

Section 2.01. The name of the corporation merging into the Surviving Corporation is PLANNED PARENTHOOD OF NORTH CENTRAL FLORIDA, INC.

Section 2.02. The Merging Corporation is also a Florida not for profit corporation existing pursuant to the provisions of the Act, incorporated on June 19, 1974, Document Number 729990.

ARTICLE III

Plan of Merger

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Agreement"), containing such information as required by section 617.1101, Florida Statutes, of the Act, is set forth as Exhibit A attached hereto and made a part hereof.

ARTICLE IV

Effective Date

The merger shall become effective on June 1, 2009, pursuant to section 617.0123, Florida Statutes.

ARTICLE V

Manner of Adoption and Vote

Section 5.01. Action by Surviving Corporation. The Agreement and Plan of Merger was approved by the members of the Board of Directors of the Surviving Corporation voting at a meeting duly called and held on May 25, 2009, for that purpose at which a quorum of such Board was present. Approval of the Agreement and Plan of Merger by members is not necessary because the Surviving Corporation has no members. The number of votes cast for the merger was sufficient for approval. There were 7 Directors in office and the vote for the Agreement and Plan of Merger was as follows:

6 FOR 1 Absent

____ AGAINST

Section 5.01. Action by Merging Corporation. The Agreement and Plan of Merger was approved by the members of the Board of Directors of the Merging Corporation voting at a meeting duly called and held on May 25, 2009, for that purpose at which a quorum of such Board was present. Approval of the Agreement and Plan of Merger by members is not necessary because the Surviving Corporation has no members. The number of votes cast for the merger was sufficient for approval. There were 11 Directors in office and the vote for the Agreement and Plan of Merger was as follows:

10 FOR 1 Absent

____ AGAINST

IN WITNESS WHEREOF, each of the undersigned Surviving Corporation and Merging Corporation has caused these Articles of Merger to be signed by a duly authorized current officer acting for and on behalf of such corporation and each such officer verifies and affirms subject to penalties of perjury that the statements contained herein are true, this 26th day of May, 2009.

PLANNED PARENTHOOD OF
NORTHEAST FLORIDA, INC.,
a Florida not for profit corporation

By: _____

Christopher Martin

Its: Chairperson, Board of Directors

PLANNED PARENTHOOD OF
NORTH CENTRAL FLORIDA, INC.,
a Florida not for profit corporation

By: _____

Joanne Auth

Its: Chairperson, Board of Directors

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of the 25th day of May, 2009, by and between PLANNED PARENTHOOD OF NORTH CENTRAL FLORIDA, INC., a Florida not for profit corporation ("Merging Corporation"), and PLANNED PARENTHOOD OF NORTHEAST FLORIDA, INC., a Florida not for profit corporation ("Surviving Corporation").

RECITALS

WHEREAS, Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Florida, having been incorporated on June 19, 1974, Document Number 729990;

WHEREAS, Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Florida, having been incorporated on May 7, 1965, Document Number 708911;

WHEREAS, each of Merging Corporation and Surviving Corporation is recognized as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is a nonstock corporation;

WHEREAS, the respective Boards of Directors of Merging Corporation and Surviving Corporation (collectively, the "Constituent Corporations") have determined that it is in the best interests of the respective Constituent Corporations that Merging Corporation be merged with and into Surviving Corporation (the "Merger"), and have approved the Merger on the terms and conditions set forth in this Agreement in accordance with the applicable provisions of the laws of the State of Florida that permit the Merger.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, covenants and conditions set forth in this Agreement, and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Constituent Corporations hereby agree as follows:

ARTICLE I

The Merger and Its Effects

Section 1.01. Constituent Corporations. The name, state of incorporation, and document number for each Constituent Corporation are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
PLANNED PARENTHOOD OF NORTH CENTRAL FLORIDA, INC.	Florida	729990
PLANNED PARENTHOOD OF NORTHEAST FLORIDA, INC.	Florida	708911

Section 1.02. The Merger. Merging Corporation and Surviving Corporation shall be merged into a single corporation in accordance with the applicable provisions of the laws of the State of Florida, by merging the Merging Corporation with and into Surviving Corporation, which shall survive the Merger, pursuant to section 617.1106 of the Florida Not for Profit Corporation Act (the "Act"), Florida Statutes. Surviving Corporation shall continue to be a Florida not for profit corporation and the name of Surviving Corporation following the merger shall be PLANNED PARENTHOOD OF NORTH FLORIDA, INC.

Section 1.03. Effective Date. Pursuant to section 617.0123, Florida Statutes, the effective date of the Merger (the "Effective Date") shall be June 1, 2009, even though the Articles of Merger may have been filed with the Florida Secretary of State, before June 1, 2009.

Section 1.04. Effects of the Merger. Pursuant to section 617.0123, Florida Statutes, and as of the Effective Date of the Merger:

(a) The Articles of Incorporation of Surviving Corporation shall be and remain the articles of incorporation of the Surviving Corporation and are amended by this Agreement and Plan of Merger to provide that the Surviving Corporation's name shall hereafter be PLANNED PARENTHOOD OF NORTH FLORIDA, INC. as of the Effective Date.

(b) The Bylaws of Surviving Corporation that are effective as of the Effective Date (the "Bylaws") shall be and remain the Bylaws of the Surviving Corporation until the same shall be altered, amended, or repealed as therein provided or as otherwise provided by law.

(c) The separate existence of Merging Corporation shall cease except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger with and into another corporation, pursuant to section 617.0123(1).

(d) Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges, immunities, powers and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Corporations. All property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Corporations shall be taken by and deemed to be transferred to and vested in Surviving Corporation without further act, deed or other instrument. The title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger.

(e) All rights of creditors and all liens (if any) upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger and all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Corporations shall become the responsibility and liability of Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it, as set forth in section 617.1106(3).

(f) All corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Date shall

be taken for all purposes as the Corporate Acts of Surviving Corporation and shall be as effective and binding upon it on the Effective Date as they were upon Merging Corporation before the Effective Date.

(g) The employees of Surviving Corporation and Merging Corporation immediately prior to the Effective Date shall become and continue to be employees of Surviving Corporation, and such employees of Merging Corporation shall be treated by Surviving Corporation for all permissible purposes as if they had been employees of Surviving Corporation for the entirety of their employment.

(h) Surviving Corporation shall make all reasonable efforts to maintain relationships with, and provide appropriate recognition to, any individual who has served as a volunteer or made a donation to Merging Corporation prior to the Merger.

(i) Surviving Corporation shall ensure that the counties and communities currently served by Merging Corporation shall continue to receive reproductive services.

(j) All funds held by Merging Corporation and Surviving Corporation immediately prior to the Effective Date will continue to be used by Surviving Corporation in conformity with the express intent of the donors of such funds after the Effective Date, provided that such an intent has been specified.

(k) No member of the Board of Directors of Merging Corporation or Surviving Corporation shall receive or keep anything as a result of the merger.

Section 1.05. Approval. The Plan of Merger shall be approved by the Merging Corporation and the Surviving Corporation in the manner provided by section 617.1103, Florida Statutes, and in accordance with their respective articles of incorporation and bylaws.

Section 1.06. Accounting Matters. On the Effective Date:

(a) The respective assets of the Constituent Corporations shall be continued on the books of Surviving Corporation in the amounts at which such assets were carried on their respective books immediately before the Effective Date.

(b) The respective liabilities and reserves of the Constituent Corporations (except for retained earnings) shall be continued on the books of Surviving Corporation in the amounts at which such liabilities and reserves were carried on their respective books immediately before the Effective Date.

(c) The retained earnings of Merging Corporation shall be continued on the books of Surviving Corporation as retained earnings in the amount at which it was carried on the books of Merging Corporation immediately before the Effective Date.

Section 1.07. State Filings. After approval by the Board of Directors of the Merging Corporation and the Surviving Corporation, and in accordance with the manner set forth in Section 1.05 above, Articles of Merger will be filed as required by section 617.1105, Florida Statutes.

Section 1.08. Amendment or Abandonment. As provided by Florida Statute 617.1103(2), at any time prior to filing the Articles of Merger, the respective Boards of Directors of the Merging Corporation and the Surviving Corporation are authorized to amend this Plan of Merger as permitted by law or to abandon this Plan of Merger.

ARTICLE II

Directors and Officers

Section 2.01. Directors. Effective as of the Effective Date, the Board of Directors of Surviving Corporation immediately prior to the Effective Date shall become and continue to be the directors of Surviving Corporation until their successors shall have been elected and shall qualify, or until otherwise provided by law or the Articles of Incorporation or Bylaws of Surviving Corporation. Notwithstanding the foregoing, immediately subsequent to the Merger the Board of Directors of Surviving Corporation shall be expanded by seven (7) members of the Board of Directors for the Merging Corporation to be elected as described below. Thereafter, Directors shall be elected in accordance with the Bylaws.

Section 2.02. Officers. Effective as of the Effective Date, the officers of Surviving Corporation holding office immediately prior to the Effective Date shall become and continue to be the officers of Surviving Corporation, and each shall hold office until his or her successor shall have been elected and shall qualify, or until otherwise provided by law or the Articles of Incorporation or Bylaws of Surviving Corporation.

ARTICLE III

Membership

Section 3.01. Transfer of Membership. As of the Effective Date, neither Surviving Corporation nor Merging Corporation has any members within the meaning of the Act. Any membership interests in Merging Corporation that are not within the meaning of the Act shall be automatically cancelled as of the Effective Date.

ARTICLE IV

Further Assurances

Surviving Corporation and Merging Corporation agree that the Merger shall be effective as of the Effective Date and further agree and undertake to execute and deliver such further forms or documents as are necessary or advisable in order to consummate, finalize, memorialize and report the Merger, including forms for filing with the applicable governmental authorities.

ARTICLE V

Termination

At any time before the Effective Date, this Agreement may be terminated and abandoned by either of the Constituent Corporations by appropriate resolution of its Board of Directors.

ARTICLE VI

Miscellaneous

Section 6.01. Expenses of Merger. Surviving Corporation shall pay all unpaid expenses of accomplishing the Merger and otherwise effecting the transactions contemplated by this Agreement.

Section 6.02. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original.

Section 6.03. Captions. The captions and headings in this Agreement have been included for convenience of reference only, are not an integral part of this Agreement and shall not be considered in the interpretation of any part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed in its name and on its behalf by its Chairperson of the Board of Directors as of the date and year first above written.

Dated: May 26, 2009

PLANNED PARENTHOOD OF NORTH
CENTRAL FLORIDA, a Florida not for profit
corporation

By: Joanne Auth

Printed: Joanne Auth

Title: Chairperson, Board of Directors

PLANNED PARENTHOOD OF NORTHEAST
FLORIDA, a Florida not for profit corporation

By: Christopher Martin

Printed: Christopher Martin

Title: Chairperson, Board of Directors