

713021

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

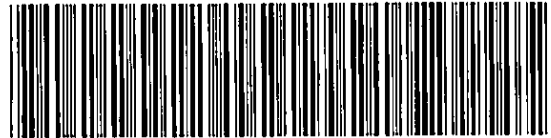
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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2023 MAR 10 PM 3:33

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2023 MAR 10 AM 10:44

CLERK/STATE CLERK

CLERK/STATE CLERK

3/13/2023

CT CORP
3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 03/10/2023
Acc#I20160000072

4m: L DW

Name:	National Council of Local Administrators of Career and Technical Education, Inc.
Document #:	
Order #:	14829555

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>	Email Address for Annual Report Notifications: <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
	Plain: <input checked="" type="checkbox"/>	
	COGS: <input type="checkbox"/>	

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **70.00**

Thank you!

Articles of Merger

The following Articles of Merger are submitted in accordance with Section 617.1105 of the Florida Not for Profit Corporation Act (the "**Florida Act**").

First:

The name and jurisdiction of the surviving entity (the "**Surviving Entity**"):

National Council of Local Ohio 5010614
Administrators of Career and
Technical Education, Inc., a
nonprofit corporation

Second:

The name and jurisdiction of each merging entity (the "**Merging Entity**"):

National Council of Local Florida 713021
Administrators of Career and
Technical Education, Inc., a
not-for-profit corporation

Third:

The articles of incorporation of the surviving corporation are attached as Exhibit A.

Fourth:

The plan of merger (the "**Plan of Merger**"), attached hereto as Exhibit B, was approved by the board of directors and a majority of the members of the Merging Entity entitled to vote on the matter on March 7, 2023.

Fifth:

The Plan of Merger was approved by the board of directors of the Surviving Entity on March 7, 2023.

Sixth:

The merger shall become effective on the date and time that these Articles of Merger are accepted by the Florida Department of State, Division of Corporations.

Seventh:

The undersigned entity has caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

[Signature page follows]

FILED
2023 MAR 10 AM 10:44
TALLAHASSEE, FL

Dated: March 7, 2023

National Council of Local Administrators of
Career and Technical Education, Inc. (Ohio)

By: Thomas Applegate

Thomas Applegate, Director

Dated: March 7, 2023

National Council of Local Administrators of
Career and Technical Education, Inc. (Florida)

By: Thomas Applegate

Thomas Applegate, Director

Exhibit A

Articles of Incorporation

See Attached.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
03/03/2023	202306203006	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99 00	0 00	0 00	0 00

Receipt

This is not a bill. Please do not remit payment.

DICKINSON WRIGHT PLLC
500 WOODWARD AVE., SUITE 4000
DETROIT, MI 48226

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
5010614

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
NATIONAL COUNCIL OF LOCAL ADMINISTRATORS OF CAREER AND TECHNICAL EDUCATION, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 03/03/2023

Document No(s):

202306203006



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
3rd day of March, A.D. 2023.

Ohio Secretary of State

Form 532B Prescribed by:



Date Electronically Filed: 3/3/2023

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)
Form Must Be Typed

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

The purpose of NCLA shall be to provide leadership, advocacy and professional development opportunities in career-technical education in the secondary and post-secondary school systems of the United States and its territories. Through the mutual encouragement and assistance of the members in matters of organization, state organizations will provide leaders to carry out the mission and goals of NCLA.

**** Note: for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. ******

**** Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. ******

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

National Council of Local Administrators of Career and Technical Education, Inc.

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

THOMAS APPEGATE

(Name of Statutory Agent)

6628 WILD ROSE LANE

(Mailing Address)

WESTERVILLE

(Mailing City)

OH

(Mailing State)

43082

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

ROGER KING

(Signature)

THOMAS APPEGATE

(Signature)

DWIGHT HUGHES

(Signature)

Acceptance of Appointment

The Undersigned,

THOMAS APPEGATE

(Name of Statutory Agent)

, named herein as the

Statutory agent for

National Council of Local Administrators of Career and Technical Education, Inc.

(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

THOMAS APPEGATE

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

ROGER KING

Signature

By (if applicable)

Print Name

THOMAS APPLEGATE

Signature

By (if applicable)

Print Name

DWIGHT HUGHES

Signature

By (if applicable)

Print Name

Exhibit B

Plan of Merger

See Attached.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of March 7, 2023 by and between National Council of Local Administrators of Career and Technical Education, Inc., an Ohio nonprofit corporation ("**Acquiror**"), and National Council of Local Administrators of Career and Technical Education, Inc., a Florida not-for-profit corporation (the "**Company**" and, collectively with the Acquiror, the "**Parties**").

RECITALS

WHEREAS, the respective Boards of Directors of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its members.

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Not For Profit Corporations Act and the Ohio Nonprofit Corporations Act (the "**Acts**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**").

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"**Acquiror**" has the meaning set forth in the **Preamble**.

"**Acts**" has the meaning set forth in the **Recitals**.

"**Agreement**" has the meaning set forth in the **Preamble**.

"**Company**" has the meaning set forth in the **Preamble**.

"**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the Boards of Directors of each of the Parties as set forth in the **Recitals**, which shall be at the time and on the date that articles of merger are accepted by the Florida Department of State, Division of Corporations.

"**Merger**" has the meaning set forth in the **Recitals**.

"**Parties**" has the meaning set forth in the **Preamble**.

"**Principal Place of Business**" of the Acquiror shall be 6628 Wild Rose Lane, Westerville OH 43082.

"**Statutory Agent**" shall mean the statutory agent for service of process for Acquiror, as listed in the Articles of Incorporation of Acquiror filed with Ohio Secretary of State.

"**Surviving Corporation**" has the meaning set forth in Section 2.1.

Any other terms defined herein have the meaning so given them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Acts, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Acts.

2.2 Organizational Documents. The Code of Regulations of the Acquiror then in effect at the Effective Time shall be the Code of Regulations of the Surviving Corporation until thereafter amended as provided therein or by the Acts, and the articles of incorporation of the Acquiror then in effect at the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the Acts.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and code of regulations of the Surviving Corporation or as otherwise provided by the Acts.

2.4 Federal Employer Identification Number. Following the merger, the Surviving Corporation will continue business under the Federal Employer Identification Number of the Company, as permitted in the event of a tax-free corporate F-reorganization, provided that such reorganization will be described in the Surviving Corporation's subsequent Form 990 filing.

ARTICLE III: MISCELLANEOUS TERMS

3.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 3.1):

If to the Acquiror, to:

National Council of Local Administrators of
Career and Technical Education, Inc.
6628 Wild Rose Lane, Westerville OH
43082
Email: tomgobucks@gmail.com
Attention: Thomas Applegate

with a copy (which shall not constitute notice
to the Acquiror) to:

Dickinson Wright PLLC
180 E. Broad St., Ste 3400

Columbus, OH 43215
Email: TDonnell@dickinson-wright.com
Facsimile: 844-670-6009
Attention: Terrence O'Donnell

If to the Company, to:

National Council of Local Administrators of
Career and Technical Education, Inc.
6628 Wild Rose Lane, Westerville OH
43082
Email: tomgobucks@gmail.com
Attention: Thomas Applegate

with a copy (which will not constitute notice
to the Company) to:

Dickinson Wright PLLC
180 E. Broad St., Ste 3400
Columbus, OH 43215
Email: TDonnell@dickinson-wright.com
Facsimile: 844-670-6009
Attention: Terrence O'Donnell

or to such other persons, addresses, electronic mail, or facsimile numbers as may be designated
in writing by the person entitled to receive such communication as provided above.

3.2 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole
and entire agreement of the Parties to this Agreement with respect to the subject matter contained
herein and therein, and supersedes all prior and contemporaneous understandings, representations
and warranties and agreements, both written and oral, with respect to such subject matter.

3.3 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit
of, the Parties hereto and their respective successors and assigns.

3.4 Headings. The headings in this Agreement are for reference only and shall not affect the
interpretation of this Agreement.

3.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and
their respective successors and permitted assigns, and nothing herein, express or implied, is
intended to or shall confer upon any other person any legal or equitable right, benefit or remedy
of any nature whatsoever, under or by reason of this Agreement.

3.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or
supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of
any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by
the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or
delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall
operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right,
remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the
exercise of any other right, remedy, power, or privilege.

3.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in
any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or

provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

3.8 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Ohio without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all the Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

National Council of Local Administrators of Career and
Technical Education, Inc. (Ohio)

By Thomas Applegate

Name: Thomas Applegate

Title: Authorized Representative

National Council of Local Administrators of Career and
Technical Education, Inc. (Florida)

By Thomas Applegate

Name: Thomas Applegate

Title: Authorized Representative