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**MERGER OR SHARE EXCHANGE****ADOPT A PET, INC.**

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**ARTICLES OF MERGER  
OF  
ADOPT A PET, INC.,  
a Florida not for profit corporation  
with and into  
HUMANE SOCIETY OF GREATER MIAMI AND DADE COUNTY SOCIETY FOR  
PREVENTION OF CRUELTY TO ANIMALS,  
a Florida not for profit corporation**

Pursuant to Florida Statutes  
Sections 617.1103 and 617.1105

Pursuant to Sections 617.1103 and 617.1105 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I  
State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
Adopt A Pet, Inc.	Florida
Humane Society Of Greater Miami And Dade County Society For Prevention Of Cruelty To Animals	Florida

Humane Society Of Greater Miami And Dade County Society For Prevention Of Cruelty To Animals, a Florida not for profit corporation, shall be the surviving entity.

**ARTICLE II  
Plan of Merger**

The Agreement and Plan of Merger is attached hereto as Exhibit A.

**ARTICLE III  
Approval of the Plan**

The members of Humane Society Of Greater Miami And Dade County Society For Prevention Of Cruelty To Animals are not entitled to vote on the plan of merger. Accordingly, pursuant to Section 617.1103(1)(b) of the Florida Statutes, the board of directors of Humane Society Of Greater Miami And Dade County Society For Prevention Of Cruelty To Animals, approved and adopted the Agreement and Plan of Merger ("Agreement and Plan of Merger")

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dated August 25, 2004, by and between Humane Society Of Greater Miami And Dade County Society For Prevention Of Cruelty To Animals and Adopt A Pet, Inc., at a meeting held on May 19, 2004. Of the 19 total number of directors in office on such date, 14 directors, which constitute a majority of the total number of directors in office, approved the merger.

The members of Adopt A Pet, Inc. are not entitled to vote on the plan of merger. Accordingly, pursuant to Section 617.1103(1)(b) of the Florida Statutes, the board of directors of Adopt A Pet, Inc., approved and adopted the Agreement and Plan of Merger at a meeting held on March 8, 2004. Of the 11 total number of directors in office on such date, 8 directors, which constitute a majority of the total number of directors in office, approved the merger.

**ARTICLE IV**  
**Effective Time**

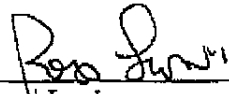
These Articles of Merger shall become effective on: August 31, 2004, at 11:59 p.m. Eastern Standard Time.

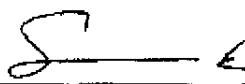
**[Signatures on Next Page]**

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IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent organizations have caused these Articles of Merger to be executed this 30<sup>th</sup> day of August, 2004.

**ADOPT A PET, INC.,**  
a Florida not for profit corporation

By:   
Name: Roy Levin  
Title: President

By:   
Name: Samuel Spencer Blum, Esq.  
Title: General Counsel

**HUMANE SOCIETY OF GREATER MIAMI  
AND DADE COUNTY SOCIETY FOR  
PREVENTION OF CRUELTY TO ANIMALS,**  
a Florida not for profit corporation

By:   
Name: Sallie Byrd  
Title: Executive Director

By:   
Name: Robert Brunn  
Title: President

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EXHIBIT A

**AGREEMENT AND PLAN OF MERGER**  
**Of**  
**ADOPT A PET, INC.,**  
**a Florida not for profit corporation**  
**with and into**  
**HUMANE SOCIETY OF GREATER MIAMI AND DADE COUNTY SOCIETY FOR**  
**PREVENTION OF CRUELTY TO ANIMALS,**  
**a Florida not for profit corporation**

This Agreement is dated as of August 25, 2004 (the "Agreement"), by and among Adopt A Pet, Inc., a Florida not for profit corporation (the "Merging Corporation"), and Humane Society of Greater Miami and Dade County Society for Prevention of Cruelty to Animals, a Florida not for profit corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement. The board of directors of the Merging Corporation has approved the Merger in accordance with Section 617.1103(1)(b) of the Florida Not For Profit Corporation Act (the "Act"). The members of the Merging Corporation are not entitled to vote on the Merger. The board of directors of the Surviving Corporation has approved the Merger in accordance with Section 617.1103(1)(b) of the Act. The members of the Surviving Corporation are not entitled to vote on the Merger. This Agreement sets forth a plan of merger pursuant to the provisions of the Act.

The Constituent Corporations acknowledge that the fundamental charitable purposes of their respective organizations are substantially similar and will be carried on by the Surviving Corporation, including their respective policies regarding the euthanization of animals, which will be adopted by the Surviving Corporation in its intake policy in substantially the form attached as Appendix A.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants, agreements, and conditions set forth herein, the parties hereto do hereby agree as follows:

**SECTION I. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.**

(a) At the Effective Time (as defined in Section 4 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the articles of incorporation and bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the articles of

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incorporation and bylaws, respectively, of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the directors and executive committee of the Surviving Corporation shall be those persons identified in Appendix B of this Agreement, each to remain directors and executive committee members until their respective successors are duly elected or appointed and qualified in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(d) The established offices and facilities of the Merging Corporation immediately prior to the Effective Time shall continue as offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(e) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, rights to gifts and bequests, choses in action, rights and credits) then owned by each of the Constituent Corporations, or which would inure to the benefit of either of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of each of the Constituent Corporations, and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its members, board of directors, officers, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

## **SECTION 2. CHANGES TO ARTICLES OF INCORPORATION OF SURVIVING CORPORATION TO BE EFFECTED BY MERGER.**

The name of the Surviving Corporation shall be "Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals and Adopt a Pet, Inc."

## **SECTION 3. MEMBERSHIP.**

As of the date of this Agreement, all members of the Constituent Corporations shall become members of the Surviving Corporation.

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**SECTION 4. CONDITIONS.**

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the board of directors of the Merging Corporation and the board of directors of the Surviving Corporation in the manner required by the Act, the respective articles of incorporation, and the respective bylaws of the Constituent Corporations.

(b) The bylaws of the Surviving Corporation shall have been amended and restated as follows:

(i) The heading shall be amended to read as follows:

"AMENDED AND RESTATED BYLAWS OF HUMANE SOCIETY OF GREATER MIAMI, DADE COUNTY SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS AND ADOPT A PET, INC."

(ii) Article I shall be deleted in its entirety and replaced with the following:

"Name

The name of the corporation (the "Society") is and shall be the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals and Adopt a Pet, Inc. During the five (5) years immediately following the effective date of these amended and restated bylaws, the name of the Society may not be changed without the affirmative vote of at least eighty percent (80%) of the Board of Directors at either a regular or special meeting of the Directors, in conjunction with the bylaws of the Society, provided proper notice of such meeting has been given to all Directors, which notice shall include the proposed name change as an agenda item for such meeting. The Company is authorized to use less than its full legal name in certain situations. Additionally, the Board of Directors shall have the authority to file one or more fictitious name registrations with the Florida Department of State in the event the Society wishes to use less than the full legal name in its interaction with the general public or specific third parties.

During the five (5) years immediately following the effective date of these amended and restated bylaws, the affirmative vote of at least eighty percent (80%) of the Board of Directors at either a regular or special meeting of the Directors, in conjunction with the bylaws of the Society, provided proper notice of such meeting has been given to all Directors, which notice shall include a proposed name change as an agenda item for

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such meeting, is required in order to cease use of the Adopt A Pet name at the facility located at 11900 SW 232 Street, Miami, Florida 33170 or an alternate location in South Miami-Dade County in accordance with Section 7.9."

(iii) Section 4.1 shall be deleted in its entirety and replaced with the following:

"The business, property, and affairs of the Society shall be managed and controlled by the Board of Directors and, subject to any restrictions imposed by the Articles of Incorporation of the Society or these amended and restated bylaws, the Board of Directors may exercise all the powers of the Society. No member of the Board of Directors shall receive any salary or pecuniary compensation for his or her services as a Director. The Board of Directors shall consist of not more than thirty (30) and not less than fifteen (15) directors. As of the effective date of these amended and restated bylaws, the Board of Directors consists of thirty (30) Directors, nineteen (19) of whom were historically affiliated with the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals and eleven (11) of whom were historically affiliated with Adopt a Pet, Inc."

(iv) Section 6.9 shall be amended by adding the following, immediately following the last sentence of Section 6.9:

"Notwithstanding the foregoing, as of the effective date of these amended and restated bylaws and until the next annual meeting of Directors, the Executive Committee shall consist of nine (9) members, five (5) of whom were historically affiliated with the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals and four (4) of whom were historically affiliated with Adopt a Pet, Inc. During the two (2) years following such next annual election, the Executive Committee shall consist of five (5) members, three (3) of whom were historically affiliated with the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals and two (2) of whom were historically affiliated with Adopt a Pet, Inc. After the expiration of the two (2) year period, the Board of Directors may appoint the members of the Executive Committee at its discretion as set forth above in this Section 6.9."

(v) A new Section 7.9 shall be added as follows:

"Sale or Mortgage of Certain Real Property"

During the five (5) years immediately following the effective date of these amended and restated bylaws, the Society may not sell, exchange, mortgage, hypothecate, pledge, or otherwise dispose or encumber the



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property located at 11900 SW 232 Street, Miami, Florida 33170, which was previously owned by Adopt a Pet, Inc., without the affirmative vote of at least eighty percent (80%) of the Board of Directors at either a regular or special meeting of the Directors, in conjunction with the bylaws of the Society, provided proper notice of such meeting has been given to all Directors, which notice shall include the proposed sale, exchange, mortgage, hypothecation, pledge, disposition, or encumbrance, as the case may be, as an agenda item for such meeting. This provision shall cease to apply in the event that (a) zoning at the above location cannot be obtained to permit all of the services currently offered by the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals, (b) a sale of the above property is made in conjunction with a relocation to an alternate location in South Miami-Dade County and (c) the alternate location would allow the Society to perform all the services performed by the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals and Adopt A Pet, Inc. prior to their merger into the Society (i.e. adoptions and veterinary services for the public).

(c) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

#### SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 3 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 6 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("*Articles of Merger*") meeting the requirements of the Act, to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on: August 31, 2004, at 11:59 p.m. Eastern Standard Time, or (ii) such date and time as is agreed upon in writing by the Surviving Corporation and the Merging Corporation and specified in the Articles of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the Act.

#### SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges and franchises of the Merging Corporation, the directors and officers of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the

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Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

**SECTION 7. TERMINATION AND AMENDMENT.**

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Corporation and Surviving Corporation, respectively. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Corporations or of their respective directors, officers, employees, agents, members, or incorporators.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time.

**SECTION 8. CONSTRUCTION OF TERMS.** All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

**SECTION 9. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida.


**SECTION 10. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**[Signatures on Next Page]**

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IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be duly executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

**ADOPT A PET, INC.,**  
a Florida not for profit corporation

By:   
Name: Roye Levin  
Title: President

By:   
Name: Samuel Spencer Blum, Esq.  
Title: General Counsel

**HUMANE SOCIETY OF GREATER MIAMI  
AND DADE COUNTY SOCIETY FOR  
PREVENTION OF CRUELTY TO ANIMALS,**  
a Florida not for profit corporation

By:   
Name: Sallie Byrd  
Title: Executive Director

By:   
Name: Robert Brunn  
Title: President

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**APPENDIX A**  
**INTAKE POLICY**

**Is HSGM a "no-kill" facility?**

Under the generally accepted definition, the Humane Society of Greater Miami operates as a no-kill shelter. In the animal welfare community, no-kill means saving both adoptable and treatable dogs and cats, with euthanasia reserved only for non-rehabilitatable animals. No-kill, however, is often misinterpreted and can mean different things to different people.

The public sometimes interprets no-kill to mean that no animals are euthanized under any conditions whatsoever. If an animal has a terminal illness, it is left to suffer and will die only at the time its disease overtakes its life. At the Humane Society of Greater Miami, we believe it is more humane to euthanize an animal than to let it suffer.

HSGM prefers the term "limited admit" to the term no-kill to describe its intake policy. As a general rule, a limited admit shelter accepts healthy or treatable adoptable animals with good temperaments and cares for those animals for as long as it takes to find them new families. In a limited admit shelter, a healthy or treatable adoptable animal is never euthanized to make space for another. At times, when the shelter maximizes its available space, it must suggest other alternatives to people wishing to surrender their pets, or put the pets on a waiting list for admittance once space becomes available.

**Why do you send stray animals to Animal Services?**

We receive a large number of strays—an average of 60 a month. As stray animals are considered lost property by the county, they are supposed to be turned over to Miami-Dade Police Department Animal Services Unit and that is where the public is instructed to go if they lose their pet. We have a working relationship with Animal Services and will help relieve their burden whenever we can by accepting healthy or treatable adoptable strays if we have space available. We typically keep the majority of strays we receive and put them up for adoption. Unfortunately, because of the sheer number of strays we receive and the limited space that we have, there are times when we have to send strays to Animal Services. We never send owner-surrendered pets to Animal Services.

**How do you justify turning away animals that may end up being euthanized somewhere else?**

It is very difficult for us to turn away an animal. Every day we are faced with the ugly reality of pet overpopulation and the public's lack of understanding about the importance of spaying and neutering and responsible pet care. But we did not create the problem of pet overpopulation. We are just one vehicle trying to find a way to save these animals and educate the community about what they can do to help us reduce the horrific number of animals that are euthanized every year in Miami-Dade County—more than 20,000.

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We made the decision to become a limited admit facility in March 2002 to give the pets in our care a second chance. We do everything we can to adopt out as many animals as possible to continually create space for other homeless pets, and we have programs to educate our community about the importance of spaying and neutering, including a humane education program that reaches over 8,000 Miami-Dade public school children every year.

We also do everything we possibly can to keep pets from becoming homeless in the first place. We know that one of the most often cited reasons people surrender their animals is because of behavioral issues. We offer dog obedience training and a free Pet Parent Helpline to counsel and advise people about correcting pet behaviors. And we work with our own pets to make them as adoptable as possible. Our animal behaviorist and a team of over twenty trained volunteers work with our animals to make them more adoptable.

We are approaching the pet overpopulation problem from all angles to reduce the number of euthanasias throughout the community, but we can't do it alone. Only with the full support of the people of Miami-Dade will we be able to eliminate the unnecessary euthanasias of so many animals.

**How does HSGM determine what is "treatable" and what is considered "non-rehabilitatable"?**

Because every situation is different, and because we are a private, non-profit shelter with limited resources, we carefully consider each animal on a case-by-case basis. Before a dog or cat is admitted to the adoption center, it must first pass a health and temperament screening. The Society will not euthanize animals with treatable conditions such as heartworm disease, mange, kennel cough or upper respiratory infections. Thanks to the Society's new "Second Chance Fund," we have funds set aside to treat sick and injured pets and strays with more serious conditions as well. The Second Chance Fund is used to pay for the treatment of animals needing veterinary services such as X-rays and minor orthopedic surgery.

As a private non-profit organization, our resources are limited by the support provided by the community. For each case of a sick or injured animal, we must evaluate the resources required to save it and if the likelihood is high it will recuperate and live a full and healthy life. We must ask ourselves if those same resources could be used to save another animal—or several animals—who has a more likely chance of a full recovery. If the answer is yes, and if we have exhausted internal and external resources, there are cases where an animal will be euthanized. These include animals with diseases that are many times fatal, including distemper and parvo.

**What are the conditions of the room where you perform euthanasia?**

Each animal is brought individually to a quiet room without any other pets and is placed on a table for the euthanasia. The animal is given a lethal injection by a certified euthanasia technician and passes away peacefully within seconds.

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**APPENDIX B**  
**EXECUTIVE COMMITTEE AND DIRECTORS OF SURVIVING ENTITY**

**EXECUTIVE COMMITTEE**

BRUNN, ROBERT  
HUDSON, ROBERT  
GOULD, BLAIR  
GOODMAN, PHIL  
HERMANN, ROBYN

LEVIN, ROYE  
TALLON, DONNA  
BLUM, SAMUEL  
MILLER, FRAN

**DIRECTORS**

FERNANDES, DR. PETER  
FINE, JEANETTE  
GARCIA, RONALD  
GROSMAN, MICHELLE  
HEADLEY, MICHELLE  
IVORY, WILLIE  
KLOTZ, DIANE  
LUTRIN, RALPH  
MARRACCINI, DR. LINDA  
MELLO, RICK  
PANE, DR. ROBERT T.  
ROBINSON, LEWIS  
RUTHERFORD, MARY-MICHELLE  
SHARPE, TOM R.  
SOFFER, BROOKE  
SORRENTINO, HONORABLE CHARLENE H  
SULZBERGER, KELLY  
WINSTEAD, MAYLYNNE  
WOLF, KENNETH  
YARUS, NINA P.  
YOUNG, JUDGE DAVID