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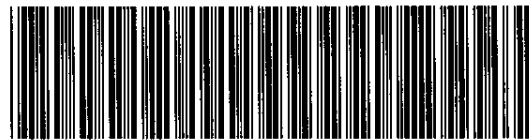
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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** S.P.C.A., Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Dina Raymond

(Contact Person)

Feral Fanciers, Inc.

(Firm/Company)

7240 Stanford Drive

(Address)

Lakeland, Florida 33809

(City/State and Zip Code)

For further information concerning this matter, please call:

Dina Raymond

(Name of Contact Person)

At ( 407 ) 938-3418

(Area Code & Daytime Telephone Number)



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**(Not for Profit Corporations)**

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

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

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*(Attach additional sheets if necessary)*

**Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the surviving corporation on September 5, 2012.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:  
10 FOR 2 AGAINST

**SECTION II**

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**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 \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the merging corporation(s) on August 25, 2012. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 14 FOR 0 AGAINST

**SECTION II**

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**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 \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of the chairman/  
vice chairman of the board  
or an officer

Typed or Printed Name of Individual & Title

S.P.C.A., Inc.

**Elizabeth Piotrowski, President**

**Feral Fanciers, Inc.**

Dina Raymond, President

## PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

S.P.C.A., Inc.

Florida

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Feral Fanciers, Inc.

Florida

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The terms and conditions of the merger are as follows:

See Attached Memorandum of Understanding and Plan of Absorption

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

Other provisions relating to the merger are as follows:

See Attached Memorandum of Understanding and Plan of Absorption

## MEMORANDUM OF UNDERSTANDING AND PLAN OF ABSORPTION

This MEMORANDUM OF UNDERSTANDING AND PLAN OF ABSORPTION, is made as of September 5, 2012 (the "Agreement"), by and between SPCA FLORIDA, INC., a Florida nonprofit corporation ("SPCAFL"), and FERAL FANCIERS, INC., a Florida nonprofit corporation ("Feral Fanciers").

### RECITALS

WHEREAS, SPCAFL is a Florida not-for-profit corporation, qualifying as a 501(c)(3) organization under Federal tax law, originally formed to aid, alter and adopt animals in need, reduce pet overpopulation and educate the public regarding responsible pet ownership;

WHEREAS, Feral Fanciers is a Florida not-for-profit corporation, qualifying as a 501(c)(3) organization under Federal tax law, originally formed to educate the public of the plight of feral and free roaming cats, and to work for the welfare and healthcare of feral and free roaming cats including but not limited to sterilization, daily feedings, receiving necessary vaccinations, care during sickness, support of caregivers, and adoption, if possible (the "Original Feral Fanciers Mission");

WHEREAS, SPCAFL has developed a Feral and Tweener Cats Program in order to educate the public to the plight and issues surrounding feral cats, and to work for the health, wellbeing and sterilization of feral cats in order to reduce the population and find adoptive homes, if possible;

WHEREAS, Feral Fanciers wishes to cease activities and have certain aspects of its program absorbed by the SPCAFL Feral and Tweener Cat Programs, so that grants and donations it has received will be utilized toward a program consistent with its objectives;

WHEREAS, SPCAFL is interested in growing its Feral and Tweener Cat Programs and wishes to take over and combine the portion of the Feral Fanciers Program consistent with the SPCAFL Feral and Tweener Cat Program, including the transfer or donations of some existing Feral Fanciers assets and funds from Feral Fanciers to the SPCAFL Feral and Tweener Cat Programs; and

WHEREAS, in furtherance of such combination, the Boards of Directors of SPCAFL and Feral Fanciers, and the founding members of Feral Fanciers, have each adopted and approved this Agreement of Feral Fanciers into SPCAFL in accordance under the terms and conditions set forth herein and in accordance with the Florida Not-For-Profit Corporation Act.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

#### I. Absorption.

A. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), the trap and sterilize portion of Feral Fanciers shall be absorbed by and into SPCAFL whereupon the separate existence of Feral Fanciers will cease (the "Absorption").

B. It is understood and agreed that by absorbing portions of the Feral Fanciers Program, SPCAFL is not required to place any Board Members currently serving on the Feral Fanciers Board of Directors on the SPCAFL Board.

C. It is understood and agreed that once absorbed, SPCAFL will continue its own Feral Cat and Tweener Programs consistent with the SPCAFL policies, and that all assets and funds, whether tangible or intangible, owned by Feral Fanciers, including but not limited to an approximately 5 acre parcel of real property (the "Land") in Polk County, FL, located at 19 Hammons Way, Frostproof, FL 33843 (Per legal description provided: Lots 52 and 53, Block "A", Oakridge Estates Phase 6, Unit 5, as recorded in Plat Book 78, Pages 3 and 4, lying and being in Sections 3 and 10, Township 32 South, Range 27 East, Polk County, FL., (the "Feral Fanciers Assets") transferred to SPCAFL from Feral Fanciers will be specifically dedicated to SPCAFL's Feral Cat and Tweener Programs provided that any undisclosed or unknown liability, if any, that Feral Fanciers may have would be paid and covered by, and the total limited to, the Feral Fanciers Assets, excepting any dedicated and/or specified grants referenced in Section E below.

D. This agreement shall be effective September 5, 2012 (the "Effective Date").

E. From and after the Effective Date, the Feral Fanciers Assets shall be transferred to and vested in SPCAFL. SPCAFL agrees that any cash held by or given to Feral Fanciers in trust under a dedicated and/or specified grant may not be transferred without permission of the grant giver, which such permission Feral Fanciers will make best efforts to obtain, and such cash must be used under the terms of such dedicated and/or specified grant. If Feral Fanciers cannot obtain permission to transfer their dedicated and/or specified grants, then this Agreement shall be null and void and of no effect.

II. Representations and Warranties of Feral Fanciers.

A. Feral Fanciers represents and warrants to SPCAFL that:

1. Feral Fanciers is duly organized, validly existing and in good standing under the laws of the State of Florida.
2. Feral Fanciers has made available to SPCAFL complete and correct copies of its Articles of Incorporation and Bylaws.
3. Feral Fanciers has made available to SPCAFL copies of its financial statements for the year 2011 until July 2012 (the "Feral Fanciers Financial Statements").
4. Since the date of the last financial statement provided to SPCAFL, Feral Fanciers has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of Feral Fanciers except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
5. Except as disclosed in the Feral Fanciers Financial Statements, there are no (i) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of Feral Fanciers' officers (the "Feral Fanciers Officers"), threatened against it, or (ii) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the Feral Fanciers officers that would reasonably be expected to result in any adverse claims against Feral Fanciers.

III. Covenants of SPCAFL and Feral Fanciers.

A. SPCAFL covenants and agrees after the date hereof and until the Effective Date:

1. The business of SPCAFL shall be conducted in the ordinary and usual course and, to the extent consistent therewith, SPCAFL shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.
2. SPCAFL and its directors and officers shall use their best efforts to obtain the consent of its Board of Directors and to take all other action necessary to consummate the Merger contemplated herein.
3. All costs and expenses incurred by a party in connection with this Agreement shall be paid by the party incurring the expense, provided, however, that expenses such as filing fees in connection with the fulfillment of a party's obligations under this Agreement shall be considered expenses in the ordinary course of business for purposes of this Agreement.

B. Feral Fanciers covenants and agrees after the date hereof and until the Effective Date:

1. The business of Feral Fanciers shall be conducted in the ordinary and usual course and, to the extent consistent therewith, Feral Fanciers shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and volunteers, provided, however that SPCAFL acknowledges and agrees that the donation of all Feral Fanciers Adoption Program assets (3 tables, 4 chairs, 6 carriers, and 5 kennels) and a one-time cash donation by Feral Fanciers to Polk County Cat Coalition, a qualified 501 (c) (3) non-profit with a mission substantially similar to



the Original Feral Fancier Mission, of \$1,000.00, to be made prior to the Effective Date of this Agreement shall be deemed to be in the ordinary course of business for purposes of this Agreement.

2. Feral Fanciers shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of SPCAFL.

3. Feral Fanciers and its directors and officers shall use their best efforts to obtain the consent of its members and to take all other action necessary to consummate the Merger contemplated herein.

4. All costs and expenses incurred by a party in connection with this Agreement shall be paid by the party incurring the expense, provided, however, that expenses such as filing fees in connection with the fulfillment of a party's obligations under this Agreement shall be considered expenses in the ordinary course of business for purposes of this Agreement.

IV. **Obligations SPCAFL.** In consideration of the Feral Fanciers Assets to be transferred to SPCAFL, SPCAFL agrees that:

A. It will use all Feral Fanciers Assets transferred to SPCAFL in accordance with the Original Feral Fanciers Mission to support SPCAFL's own Feral and Tweener Cat Programs. SPCAFL acknowledges and agrees that all such Feral Fancier Assets were donated to Feral Fanciers to support its Feral Fanciers Original Mission and that to not use such assets to support programs consistent with the Feral Fanciers Original Mission would be a breach of Feral Fanciers' Officers and Director's fiduciary duties. Therefore all Feral Fanciers Assets must be used solely in the SPCA Feral and Tweener Cat Programs and cannot be diverted into other programs within the SPCAFL. Notwithstanding the foregoing, in the event it is impossible or impractical to use any such asset for the Feral Fanciers Original Mission, such as the Land, such asset shall be sold by SPCAFL and the proceeds therefrom shall be used for the Feral and Tweener Cat Programs.

B. Feral Fanciers Brand. SPCAFL is not required to utilize the Feral Fanciers brand, but will use its best efforts to have a moniker, marketing name, or brand to promote its own Feral and Tweener Cat Programs, if it does not already exist.

C. Dedicated, Funded, and Advertised Program. SPCAFL further agrees that:

1. Funds and assets transferred from Feral Fanciers to SPCAFL will be dedicated to the SPCAFL Feral and Tweener Program. Any donation made to it designated for the Feral or Tweener Program or with any other similar designation and or stipulation reasonably interpreted to fall within Feral or Tweener Program is to be used exclusively by said Program. By way of example and not by way of limitation, donations made for "feral cats", "community cats", "Tweeners", and TNR.

2. It will designate a SPCAFL staff member, part of whose job it will be to maintain trained/experienced volunteers with feral cats. All such volunteers must go through the SPCAFL Volunteer program to include application, approval and training;

3. To use marketing tactics, web site presence, and fund raising campaigns/messages to solicit donations for the Program to consistently promote and publicize the Program comparable to what SPCAFL uses for other separate designated programs such as SPCAFL's Guardian Angel Fund; and

4. SPCA Florida agrees to provide low-cost spay/neuter and rabies vaccination services for cats coming to the SPCAFL under the auspices of the Feral or Tweener Program. The low-cost will be based on the SPCAFL minimum sustainable cost to perform such services, which will then be subsidized by grants and funding designated for this program. Such subsidies will continue as long as funding is available.

V. **Obligations of Feral Fanciers.** To effectuate the Agreement Feral Fanciers agrees:

A. To take all actions necessary to transfer title of all Feral fancier Assets, whether tangible or intangible, to include, but not be limited to: (i) title to that certain 2001 Chevrolet Cargo Express van/vehicle and the Land; (ii) all electronic and physical files of Feral Fanciers, including, but not limited to donor lists, marketing lists, logos, operational documentation, all website accounts and corresponding access information for such accounts; and (iii) a database of all of its current TNR'd feral cat colonies (the "Cat Database"). The parties acknowledge and agree that the Cat Database contains certain personally identifiable information that was disclosed under the presumption that it would be kept confidential;

B. To use best efforts to have the dedicated and/or specified grants held by Feral Fanciers from PetSmart Charities® and Best Friends Animal Society transferred and/or assigned to the SPCAFL; and

C. To do all things necessary for, and to cooperate with, the SPCAFL to take possession of all of the Feral Fanciers Assets, whether tangible or intangible.

VI. **Membership Approvals.** The parties agree that this Agreement has been approved by the membership (if applicable) and/or Board of Directors of SPCAFL and Feral Fanciers by the votes required in the Articles of Incorporation or Bylaws of the respective parties in accordance with the applicable laws of the State of Florida. Accordingly, both parties agree to execute and file the required applicable Florida State mandated document entitled "Articles of Merger" with the appropriate officials of the State of Florida to document the Absorption.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove set forth.

SPCA FLORIDA, INC.

By: [Signature] (Signature)

ELIZABETH A PRO REVERIS (Printed Name)

Its: PRESIDENT (Title)

Dated: 9/6/12

FERAL FANCIERS, INC.

By: [Signature] (Signature)

Dina Raymond

Its: President

Dated: 9/5/12