

N000000007224

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

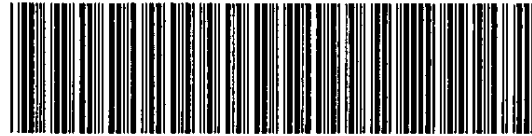
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FL 32310

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

SUBJECT: Dissolution

DOCUMENT NUMBER: N 0000000 7224

The enclosed **Articles of Dissolution** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Eva Dolores Samms  
(Name of Contact Person)  
Shaw University Florida Alumni - Region One, Inc.  
(Firm/Company)  
5610 NW 174 Dr  
(Address)  
Miami FL 33055  
(City/State and Zip Code)

For further information concerning this matter, please call:

Eva Dolores Samms at (305) 625-7934  
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☒ \$35 Filing Fee    ☐ \$43.75 Filing Fee & Certificate of Status    ☐ \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)    ☐ \$52.50 Filing Fee & Certificate of Status (Additional copy is enclosed)

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

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TALLAHASSEE, FL  
SECTION 601



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 3, 2014

EVA DOLORES SAMMS  
SHAW UNIVERSITY NATIONAL ALUMNI  
5610 NORTHWEST 174 DRIVE  
MIAMI, FL 33055-3539

SUBJECT: SHAW UNIVERSITY FLORIDA ALUMNI - REGION ONE, INC.  
Ref. Number: N00000007224

This will acknowledge receipt of your correspondence which is being returned for the following reason(s):

If you want to dissolve your corporation you will need to complete the attached form.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Diane Cushing  
Senior Section Administrator

Letter Number: 914A00007191

## ARTICLES OF DISSOLUTION

Pursuant to section 617.1403, Florida Statutes, this Florida not for profit corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:  
Shaw University Florida Alumni - Region One, Inc.

SECOND: The document number of the corporation (if known): ND0000000 7224

THIRD: Adoption of Dissolution  
(COMPLETE SECTION I OR II)

### SECTION I

If the corporation has members entitled to vote:

(CHECK/COMPLETE ONE)

☒ The date of meeting of members at which the resolution to dissolve was adopted  
See Memo from National Alumni (attached) The number of votes cast by the members was sufficient for approval.

☐ The resolution was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

### SECTION II

If the corporation has no members or members entitled to vote on the dissolution:

The corporation has no members or members entitled to vote on the dissolution.

Shaw University & National Alumni  
The date of adoption of the resolution by the board of directors was 19<sup>th</sup> June, 2012

The number of directors in office was 0 and the vote for resolution was 0 for and 0 against. (Must be a majority vote) Based upon Shaw University

FOURTH Effective date of dissolution, if applicable: 19<sup>th</sup> June, 2012  
(no more than 90 days after dissolution file date)

Signature:

Eva Dolores Samms, President

(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

Eva Dolores Samms

(Typed or printed name of person signing)

Chapter President

(Title of person signing)

Filing Fee: \$35

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

## Notice of Corporate Dissolution

This notice is submitted by the dissolved corporation named below for resolution of payment of unknown claims against this corporation as provided in s. 617.1407, F.S.

This "Notice of Corporate Dissolution" is optional and is not required when filing a voluntary dissolution.

Name of Corporation: Shaw University Florida Alumni - Region One, Inc.

Date of dissolution will be the date the dissolution is filed with the Department of State or as specified in the Articles of Dissolution.

Description of information that must be included in a claim:

Claim is based on the "Exhibit A - Memorandum of Agreement"  
dated 19<sup>th</sup> June, 2012 and based on the Southern  
Association Committee (SAC) See Attach Communications

Mailing address where claims can be sent: (Claims cannot be sent to the Division of Corporations)

- ① Shaw University National Alumni  
P.O. Box 27036 - Raleigh NC 27611
- ② Ms Eva Dolores Samms, Past Chapter President  
5610 NW 174 Dr Miami FL 33055

A claim against the above named corporation will be barred unless a proceeding to enforce the claim is commenced within 4 years after the filing of this notice.

Eva Dolores Samms  
Printed Name of the Person Filing

[Signature]  
Signature of the Person Filing

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Agreement") is made this 19<sup>th</sup> day of June 2012 between The Shaw University (SU) and The Shaw University National Alumni Association (the "Alumni"), non-profit corporations organized and existing under the North Carolina law.

Statement of Purpose

The NAA is a non-profit corporation duly organized under North Carolina law. NAA is considered a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code. Under IRS rules and under the terms of its agreement with Shaw University (SU), the NAA is obligated to establish and maintain certain operational and financial controls over its various chapter operations. The NAA supervises and coordinates the work of various local chapters, including fundraising on behalf of SU and on behalf of the NAA. The purpose of this Agreement is to promote cooperation and to coordinate the work of SU and the NAA. Both parties believe that their missions can best be advanced by defining their working relationship, their respective line of authority, controls, and communication channels. This Agreement also defines under what circumstances SU's name and intellectual property can be used in the solicitation of donations from alumni and others.

In consideration of these stated purposes and the mutual agreement of the parties, SU and the NAA agree as follows:

1. SU acknowledges and consents to the NAA's use of the name "Shaw University" for purposes consistent with the provisions of this Agreement, including fundraising purposes. Upon specific requests, SU may consent to the NAA's use of SU's logos, trademarks, and other intellectual property used to identify and to market the University.
2. Each party will work, function and cooperate with the other party without infringing upon the usual and established fundraising activities of the other party, such as Alumni Giving, Direct Contributions, Classes and Reunion Giving, UNCF Campaigns, University Capital Campaigns and grants from other foundations previously supportive of the University.
3. The NAA, on behalf of its officers and chapters, will at all times fully comply with all applicable rules and regulations of the National Collegiate Athletic Association, Internal Revenue Service, and all other authorities, governmental or otherwise, who may in any manner have rules or regulations which impact upon fundraising and other activities of the NAA and its chapters.
4. No fundraising activities will be conducted by the NAA or its chapters in such a manner as to violate any UNCF agreement or otherwise impact upon any SU fundraising campaigning in such a manner as to confuse the donor as to whether the solicitation is for SU or for the NAA's activities.
5. SU reserves to itself to continue to appeal for donations from those governmental agencies, corporations, foundations and alumni as has been the usual custom in the past and to such other future prospective donors as may be deemed appropriate by SU.

6. The NAA reserves to itself the right to continue to appeal for donations from alumni, friends of alumni, and corporations for matching gifts as it now and has been the usual custom in the past.
7. The NAA and its chapters shall not incur any debts, obligations or liabilities that bind SU in any way, without the express prior written consent of SU, its President or Board of Trustees.
8. On or before the first day of May each year, the NAA will submit to SU a financial report setting forth for the NAA and for each of its chapters, detailed financial information concerning the prior year's activities, including but not limited to, gross funds raised, summary of operational expenses, net income, distribution of net income, and information concerning any chapter's banking or other financial accounts. This report shall disclose the names and addresses of each officer of the NAA and of its individual chapters.
9. The NAA, its officers and chapters shall not engage in any political activity including lobbying, and shall avoid any activities that they adversely affect the interest or public or institutional image of SU.
10. If the NAA, its officers or chapters shall fail in the performance of: (a) any provision of this Agreement; or (b) for any other reason deemed sufficient by SU, and following an official adjudication hearing, SU may dissolve the relationship created by this Agreement, and revoke the NAA's or its individual chapters' right to use the name "Shaw University."
11. No officer of the NAA or any of its chapters shall represent themselves to be official representatives of SU (other than an accurate representation of that individual's role within the NAA or its individual chapters), unless such persons are so authorized to do so by the President of SU, or its Board of Trustees.
12. Either the NAA or SU, upon fifteen (15) days written notice to the other, may dissolve the relationship created by this Agreement. Such dissolution shall be effective on the fifteenth (15<sup>th</sup>) day following the delivery of the notice, at which time the NAA and its chapters shall cease use of the name "Shaw University" and any related intellectual property.
13. This is the entire Agreement between the parties as to the matters hereto, and supersedes and replaces any prior agreements. This Agreement may be amended from time-to-time hereafter, in accordance with a mutual written agreement by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their respective representatives, the day and year first above written.

Shaw University  
By: [Signature]  
Title: President

The Shaw University Alumni Association, Inc.  
By: [Signature]  
Title: President of Miami Alumni Chapter



Office of the President

EXHIBIT B

CHAPTER FINANCIAL DISCLOSURE

Summary of Annual Financial Activities

Annual funds raised (Specify sources) *None*

*Only from dues and several occasions from member and friends donations*

Annual Expenses (Specify categories and individual listings of major expenses)

*Bank Service Charges  
Sympathy or Condolences, or Getwell items*

Annual Net Income (Loss): *Approximately \$200 income  
\$180 bank service charges*

Banking and Other Financial Accounts

Financial Institution	Account Number	Balance as of 4/30
<i>Regions Bank Palmetto Branch</i>	<i>9660137671</i>	<i>\$481.99</i>

Signatories *Eva Dolores Samms / Norma Mims*

Chapter Officers	Name	Address	Telephone Number
<i>Vincent Dinkley</i>	<i>Vincent Dinkley</i>	<i>19400 NW 18 Court</i>	<i>(305) 623-8538</i>
<i>Eva Dolores Samms</i>	<i>Eva Dolores Samms</i>	<i>5610 NW 174 St</i>	<i>(305) 625-7934</i>
<i>Norma Mims</i>	<i>Norma Mims</i>	<i>3010 NW 165 St</i>	<i>(305) 626-7760</i>

I certify to the best of my knowledge and ability that the above Chapter Financial Disclosure is a true and accurate disclosure of the Chapter's information disclosed herein.

Name: *Eva Dolores Samms*  
Title: *President*

Name of Chapter: *Miami Florida*





Shaw University National Alumni  
Region One, Inc.  
5610 Northwest 174 Drive  
Miami, FL 33055-3539

March 24, 2014

TO WHOM IT MAY CONCERN

Please be advised that the above listed corporation has been dissolved based on the following requirements.

1. Shaw University letter to Chapter Presidents on May 31, 2012 and "Exhibit A – MEMORANDUM OF AGREEMENT" (all enclosed). I signed and returned the agreement.
2. Email to Chapter Presidents and Executive Board members regarding the Southern Association of Colleges (SAC) and Universities requirements

Therefore, it has become necessary to comply with ALL requirements of the School, SACS, and national alumni regarding the fund raising activities. The membership had already started to dwindle. The Miami Chapter is no longer meeting—the membership is paying their annual dues directly to the national body.

Thank you for your kind consideration in this matter. I do not know what the procedure(s) is/are needed to dissolve this corporation, but I am trying, please help me. Thank you!!

Sincerely



Eva Dolores Samms

Former President of

Shaw University National Alumni Miami Chapter

Enc: Florida Department of State –Division of Corporation Annual Report 2014

Letter dated May 31, 2012 from Dr. Dorothy Cowser Yancy, President of Shaw University

Emails from NAA President, Emily Perry dated June 19, 2012

Exhibit A Memorandum of Agreement