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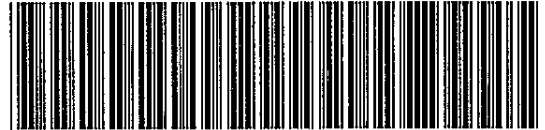
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TALLAHASSEE, FLORIDA

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September 23, 2005

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**  
# 70041160000672721749

*Re: Francis & Kathleen Rooney Foundation, Inc.*  
*Our File no. 1660.85*

Dear Sir/Madam:

Enclosed is the Articles of Merger along with a copy of the approved Plan of Merger for the above-referenced entities, together with check # 7370 in the amount of \$87.50, representing your filing fee for the Merger documents and a certificate of status with a certified copy.

Please acknowledge receipt of the within document by stamping the certified domestic return receipt and returning to me in the prepaid envelope provided. If there is any further action required to merge this Corporation, please contact me at the information provided above.

Please feel free to contact me if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads 'Joe B. Cox'. Below the signature, the name 'Joe B. Cox' is printed in a small, plain font.

JBC/sas  
Enclosures  
cc: Mrs. Kathleen Rooney

## ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Section 617.1105 of the Florida Statutes and Section 1085 of the Oklahoma General Corporation Act ("Oklahoma Act").

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the Merging Corporation (hereinafter "Merging Corporation") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
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Francis and Kathleen Rooney Foundation, <i>Inc.</i> Tenth Floor Two Leadership Square 211 N Robinson Oklahoma City, OK 73108	Oklahoma	Not-for-Profit Corporation
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Oklahoma Document/Registration Number: 2100624177 FEI Number: 31-1677502

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of Surviving Corporation (hereinafter "Surviving Corporation") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
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Francis and Kathleen Rooney Foundation, <i>Inc.</i> 1185 Immokalee Road, Suite 110 Naples, FL 34110	Florida	Not-for-Profit Corporation
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Florida Document/Registration Number: 05000009611 FEI Number: 20-3511593

THIRD: The attached Plan and Agreement of Merger meets the requirements of Sections 617.1101 and 617.1107 of the Florida Statutes, and was approved by the Board of Directors of the Surviving Corporation in accordance with Section 617.1103 of the Florida Statutes.

FOURTH: The attached Plan and Agreement of Merger was approved by the Merging Corporation by the unanimous consent of the Board of Directors in accordance with the respective laws of the State of Oklahoma.

FIFTH: There are no members in either the Merging Corporation nor the Surviving Corporation and, therefore, no requirement for approval of the Merger by the members.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the Surviving Corporation hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 617, Florida Statutes, in any proceeding to

The exact name and jurisdiction of the Merging Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Francis and Kathleen Rooney Foundation, Inc. Tenth Floor Two Leadership Square 211 N Robinson Oklahoma City, OK 73108	Oklahoma	Not-for-Profit Corporation

The exact name and jurisdiction of the Surviving Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Francis and Kathleen Rooney Foundation, Inc. 1185 Immokalee Road, Suite 110 Naples, FL 34110	Florida	Not-for-Profit Corporation

1.2 Upon the merger becoming effective under the laws of the State of Oklahoma and the State of Florida (hereinafter referred to as the "Effective Date") the two merged corporations shall be a single corporation, which shall be the Surviving Corporation, and the separate existence of the Merging Corporation shall cease, except to the extent, if any, provided by the laws of the State of Oklahoma.

## **ARTICLE II TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger, in addition to those set forth elsewhere in this Plan and Agreement of Merger are as follows:

2.1 Upon the Effective Date, the following events shall occur:

2.1.1 The Merging Corporation and the Surviving Corporation shall be a single not-for-profit corporation, which shall be Francis and Kathleen Rooney Foundation, a Florida Not-for-Profit Corporation.

2.1.2 The Merging Corporation shall cease to exist as a separate entity.

2.1.3 The Bylaws of the Merging Corporation as they existed immediately before the effective date of merger shall be the Bylaws of the Surviving Corporation until amended as provided therein.

2.1.4 The persons who will serve on the Board of Directors and as the officers of the Surviving Corporation shall be same persons who served as directors and officers of the Merging Corporation immediately before the effective date of the merger.

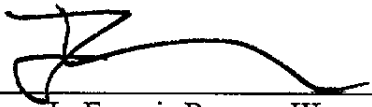

enforce any obligation or rights of any dissenting party of each domestic corporation that is a party to the merger.

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective laws of all applicable jurisdictions and is not prohibited by the bylaws or articles of incorporation of any corporation that is a party to the merger.

EIGHTH: The merger shall become effective as of the later of the date the Articles of Merger are filed with Florida Department of State or with the Oklahoma Secretary of State.

NINTH: The Articles of Merger comply and are hereby executed in accordance with the laws of each party's applicable jurisdiction.

NOW, THEREFORE, the undersigned, being the authorized officers of the Merging Corporation and the Surviving Corporation hereinbefore named, for the purpose of Merging the respective corporations under the Florida Not-For-Profit Corporation Act and the Oklahoma General Corporation Act has executed these Articles of Merger this 9<sup>th</sup> day of June, 2005.

<u>Name of Entity</u>	<u>Signature and Name of Officer</u>	<u>Title or Position</u>
Francis and Kathleen Rooney Foundation, a Oklahoma Not-for- Profit Corporation	 _____ L. Francis Rooney III	President
Francis and Kathleen Rooney Foundation, a Florida Not-for-Profit Corporation	 _____ Kathleen C. Rooney	President

**PLAN AND AGREEMENT OF MERGER  
(Reorganization)**

The following plan of merger (hereinafter "Merger"), dated this 9<sup>th</sup> day of June, 2005, which was adopted and approved by Francis and Kathleen Rooney Foundation, an Oklahoma Not-for-Profit Corporation (hereinafter referred to as "Merging Corporation") and Francis and Kathleen Rooney Foundation, a Florida Not-for-Profit Corporation (hereinafter referred to as "Surviving Corporation") (hereinafter collectively referred to as "Merging Corporations") is being submitted in compliance with Section 617.1101 of the Florida Statutes and in accordance with Section 1085 of the Oklahoma General Corporation Act.

WHEREAS, the Surviving Corporation is organized and exists under the laws of the State of Florida, having filed its Certificate of Incorporation in the Office of the Secretary of State of the State of Florida, on the 16<sup>TH</sup> day of SEPTEMBER, 2005, and having its registered office at 1185 Immokalee Road, Suite 110, Naples, Florida 34110, and having as its registered agent James R. Nici, Esq.; and

WHEREAS, both Merging Corporation and Surviving Corporation are not-for-profit corporations and have no stock issued; and

WHEREAS, the Merging Corporation is organized and exists under the laws of the State of Oklahoma, its Amended and Restated Charter having been filed in the office of the Secretary of State of the State of Oklahoma on May 27, 1999, and the address of its registered office is c/o Dee A. Replogle, Jr., 10<sup>th</sup> Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, Oklahoma, 73102, and its registered agent being Dee A Replogle, Jr.; and

WHEREAS, it is intended that the Merger will qualify as a tax-free reorganization within the meaning of and Section 1.507-3(a)(1) of the Code of Federal Regulations ("Regulations").

WHEREAS, the Board of Directors of each of the Merging Corporations deems it advisable that the Merging Corporation be merged into the Surviving Corporation on the terms and conditions set forth below, in accordance with the applicable provisions of the statutes of the State of Oklahoma and the State of Florida, respectively, which permit such merger and the Board of Directors of the Company has approved this Plan and Agreement of Merger as required by applicable law.

NOW, THEREFORE, in consideration of the agreements, covenants and provisions set out below, the Surviving Corporation and the Merging Corporation, by their Boards of Directors, do hereby agree as follows:

**ARTICLE I  
MERGER OF CORPORATIONS,  
IDENTIFICATION OF ENTITIES AND EFFECTIVE DATE**

1.1 The Surviving Corporation and the Merging Corporation shall be merged into a single Corporation, in accordance with applicable provisions of the laws of the State of Oklahoma and of the State of Florida by the Merging Corporation merging into the Surviving Corporation, which shall be the Surviving Corporation.

The exact name and jurisdiction of the Merging Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Francis and Kathleen Rooney Foundation Tenth Floor Two Leadership Square 211 N Robinson Oklahoma City, OK 73108	Oklahoma	Not-for-Profit Corporation

The exact name and jurisdiction of the Surviving Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Francis and Kathleen Rooney Foundation 1185 Immokalee Road, Suite 110 Naples, FL 34110	Florida	Not-for-Profit Corporation

1.2 Upon the merger becoming effective under the laws of the State of Oklahoma and the State of Florida (hereinafter referred to as the "Effective Date") the two merged corporations shall be a single corporation, which shall be the Surviving Corporation, and the separate existence of the Merging Corporation shall cease, except to the extent, if any, provided by the laws of the State of Oklahoma.

## **ARTICLE II TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger, in addition to those set forth elsewhere in this Plan and Agreement of Merger are as follows:

2.1 Upon the Effective Date, the following events shall occur:

2.1.1 The Merging Corporation and the Surviving Corporation shall be a single not-for-profit corporation, which shall be Francis and Kathleen Rooney Foundation, a Florida Not-for-Profit Corporation.

2.1.2 The Merging Corporation shall cease to exist as a separate entity.

2.1.3 The Bylaws of the Merging Corporation as they existed immediately before the effective date of merger shall be the Bylaws of the Surviving Corporation until amended as provided therein.

2.1.4 The persons who will serve on the Board of Directors and as the officers of the Surviving Corporation shall be same persons who served as directors and officers of the Merging Corporation immediately before the effective date of the merger.

2.1.5 The Surviving Corporation shall thereupon possess all the rights, privileges, of the Merging Corporation; and all property, real and personal, and all debts due on whatever account, and every other interest belonging to or due to each of the Merging Corporation, shall be vested in the Surviving Corporation without further act or deed.

2.1.6 All rights, privileges, powers, causes of action, interest, property, (whether real, personal or otherwise), accounts, stock, restrictions, duties, obligations, title, immunities and franchises of the Merging Corporation shall vest in the Surviving Corporation and any title to real estate vested by deed or otherwise in the Merging Corporation shall not revert or be in any way impaired by reason of the merger.

2.1.7 Any bequest, devise, gift, grant, or promise contained in a will or other instrument of donation, subscription, or conveyance, which is made to the Merging Corporation or Surviving Corporation and which takes effect or remains payable after the merger, inures to the Surviving Corporation unless the will or other instrument otherwise specifically provides.

2.1.8 The Surviving Corporation shall be responsible and liable for all of the debts, liabilities and obligations of the Merging Corporation; and all existing or pending claims, actions or proceedings by or against the Merging Corporation may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation, and neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger.

2.2 The Surviving Corporation hereby agrees that it may be served with process in the State of Oklahoma in any proceeding for the enforcement of any obligation of either Merging Corporation, including those arising from the merger, and hereby irrevocably appoints the Secretary of State of the State of Oklahoma as its agent to accept service of process in any such suit or other proceedings, and further agrees that service of any such process may be made by providing the Secretary of State of the State of Florida with duplicate copies of such process; and the Surviving Corporation authorizes the aforesaid Secretary of State to send such process to it by registered mail directed to its registered office at:

1185 Immokalee Road, Suite 110  
Naples, Florida 34110

2.3 With respect to each Merging Corporation, the aggregate amount of net assets of each Merging Corporation that was available to support and pay dividends before the merger, shall continue to be available for the payment of dividends by the Surviving Corporation, except to the extent that all or a portion of those net assets may be transferred to the stated capital of the Surviving Corporation.

2.4 The Articles of Incorporation set forth in Exhibit A attached hereto shall constitute the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation are and are made a part of this Plan and Agreement of Merger.



**ARTICLE III  
PAYMENT OF EXPENSES OF MERGER**

The Surviving Corporation shall pay all expenses incurred for the purpose of bringing both this Plan and Agreement of Merger and the merger herein described into effect.

**ARTICLE IV  
REQUEST FOR ADDITIONAL DOCUMENTATION**

If the Surviving Corporation shall have reason to request any further assignments, conveyances or other transfers that it is advised by counsel are necessary to vest in the Surviving Corporation title to any property or rights of either of the Merging Corporations, the officers and directors of the Merging Corporation shall execute any assignment, conveyance, deed or other documents advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

**ARTICLE V  
ADOPTION BY DIRECTORS,  
ABANDONMENT AND AMENDMENT**

5.1 Adoption by Directors This Plan and Agreement of Merger has been submitted to and approved by the Directors of the Merging Corporation for consideration at a meeting of Directors held in accordance with the Bylaws of the Merging Corporation and with the laws of the State of Oklahoma, and upon (1) the approval by the directors of the Merging Corporation, and (2) the subsequent execution, filing and recording of such documents shall then take effect and be the Plan and Agreement of Merger of the Merging Corporations.

5.2 Abandonment. This Plan and Agreement of Merger may be abandoned by (1) the Merging Corporation by the action of its Board of Directors if such action is taken before the Plan and Agreement of Merger has been approved, or (2) the Merging Corporation if its Board of Directors adopt a resolution abandoning the Plan and Agreement of Merger before the effective date of the merger.

5.3 Amendment. At any time before the Effective Date, this Plan and Agreement of Merger may be amended, modified or supplemented by the Boards of Directors of the Merging Corporation and Surviving Corporation.

**ARTICLE VI  
MISCELLANEOUS**

6.1 Governing Law. All rights and obligations under this Plan and Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.

6.2 Counterparts. In order to facilitate filing and recording processes, this Plan and Agreement of Merger, may be executed in any number of counterparts, each of which shall be deemed to be an original.

6.3 Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 1.507-3(a)(1) of the Regulations.

IN WITNESS WHEREOF, Francis and Kathleen Rooney Foundation, an Oklahoma Not-for-Profit Corporation, has caused these presents to be executed by its authorized officer, and its corporate seal to be affixed as of the date opposite its signature, and Francis and Kathleen Rooney Foundation, a Florida Not-for-Profit Corporation, has caused these presents to be executed by its authorized officer, and its corporate seal to be affixed as of the date opposite its signature.

Francis and Kathleen Rooney Foundation,  
an Oklahoma Not-for-Profit Corporation  
Merging Corporation

DATE: 6-9, 2005

By: 

L. FRANCIS ROONEY III

Its: President

Francis and Kathleen Rooney Foundation,  
a Florida Not-for-Profit Corporation  
Surviving Corporation

DATE: 6-9, 2005

By: 

KATHLEEN C. ROONEY

Its: President

STATE OF Fla. )  
COUNTY OF Dillon )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2005, by L. FRANCIS ROONEY III, as an authorized officer of the Francis and Kathleen Rooney Foundation, an Oklahoma Not-of-Profit Corporation, on behalf of the Corporation. Said person is personally known to me or has produced a driver's license as identification.



Joe B Cox  
My Commission DD072895  
Expires November 18, 2005

  
Notary Public

STATE OF

Fla. )

COUNTY OF

Collier )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2005, by, KATHLEEN C. ROONEY, as an authorized officer of the Francis and Kathleen Rooney Foundation, a Florida Not-for-Profit Corporation, on behalf of the Corporation. Said person is personally known to me or has produced a driver's license as identification.

Joe B. Cox  
Notary Public



Joe B Cox  
My Commission DD072895  
Expires November 18, 2005