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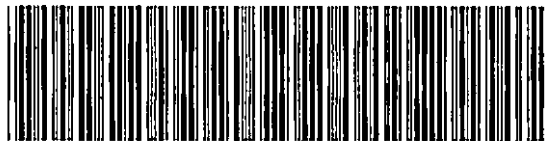
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2018 APR 12 PM 2:56

FILED

APR 13 2018

T. LEMUEUX

Merger

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Oasis Pregnancy Care Centers Corp.
(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Rita M. Briles
(Contact Person)

Gibbs Law Firm, P.A.
(Firm/Company)

P.O. Box 5076
(Address)

Largo, Florida 33779
(City/State and Zip Code)

For further information concerning this matter, please call:

Rita Briles At (727) 362-3700
(Name of Contact Person) (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

AGREEMENT AND PLAN OF MERGER

FILED

IN COMPLIANCE WITH SECTION 617.1101, FLORIDA STATUTES 753-163 12 P 2 56

This agreement and plan of merger, this 10th day of April 2018, (this "Agreement") is entered into by and between Oasis Pregnancy Care Centers Corporation, a Florida not for profit organization ("Oasis"), and University Crisis Pregnancy Center, Inc., a Florida not for profit organization ("University"). Both together are hereinafter collectively referred to as the "Constituent Corporation."

WHEREAS, Oasis is a not for profit corporation duly organized and existing under the laws of the state of Florida;

WHEREAS, University is a not for profit corporation duly organized and existing under the laws of the state of Florida;

WHEREAS, the respective Board of Directors of Oasis and University have determined that is advisable and in the best interests of both corporations that University merge with Oasis upon the terms and subject to the conditions set forth in this Agreement;


WHEREAS, the respective Board of Directors of Oasis and University, having voted in favor of said merger and in consideration of the premises and mutual agreements and covenants contained, hereby agree as follows:

1. Merger. University shall be merged with and into Oasis such that Oasis shall be the Surviving Corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of Florida and the Merger shall become effective at the time provided by applicable law (the "Effective Time").
2. Governing Documents. Upon consummation of the Merger, the Certificate of Incorporation of Oasis shall be the Certificate of Incorporation of the Surviving Corporation, and the By-laws of Oasis shall be the By-laws of the Surviving Corporation.
3. Directors of Oasis. The persons who are directors of Oasis immediately prior to the effective date of said Merger, shall be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.
4. Directors of University. The persons who are directors of University immediately prior to the effective date of said Merger, shall no longer be the directors of the Surviving Corporation, unless or until they have been duly elected and qualified in accordance with the Certificate of Incorporation and By-law of the Surviving Corporation.

5. Successors. At the Effective Time, the separate corporate existence of University shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations; subject to the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, and personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger but all rights of creditors and liens upon any property of University shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either Constituent Corporations may be prosecuted as if the Merger had not been taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of University, its Board of Directors and Committees thereof, officers or agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were respect to University. The employees and agents of University shall become employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents at University.
6. Amendment. The parties hereto, by mutual consent of their respective Board of Directors, may amend, modify or supplement this Agreement prior to the Effective time.

IN WITNESS WHEREOF, University and Oasis have caused this Agreement to be executed and delivered as of the date first written above.

University Crisis Pregnancy Center, Inc., a Florida not for profit corporation

By: 

Name: Stacy D. Perez

Title: Board President

Oasis Pregnancy Care Centers Corp., a Florida not for profit corporation

By: 

Name: Sandra F. Porter

Title: President

AGREEMENT AND PLAN OF MERGER

IN COMPLIANCE WITH SECTION 617.1101, FLORIDA STATUTES

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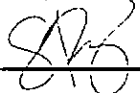
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By: 

Name: Stacy D. Perez

Title: Board President

Oasis Pregnancy Care Centers Corp., a Florida not for profit corporation

By: 

Name: Sandra F. Porter

Title: President

**ARTICLES OF MERGER
(Not for Profit Corporation)**

(In accordance with the Florida Not for Profit Corporation Act, pursuant to
Section 617.1105, Florida Statutes)

ARTICLE I

The name and jurisdiction of the surviving corporation:

Oasis Pregnancy Care Centers Corporation, Land O Lakes, Florida
Document No.: N09000005618

ARTICLE II

The name and jurisdiction of the merging corporation:

University Crisis Pregnancy Center, Inc., Tampa, Florida
Document No.: N25542

ARTICLE III

The Agreement and Plan of Merger is attached.

ARTICLE IV

The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

ARTICLE V

Adoption of merger by surviving Corporation:

The merger was unanimously adopted by the Board of the surviving corporation on March 12, 2018.

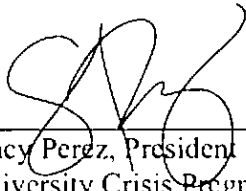
ARTICLE VI

Adoption of merger by merging Corporation:

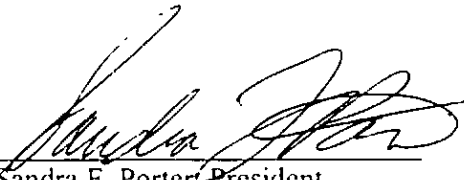
The merger was unanimously adopted by the Board of the merging corporation on March 8, 2018.

ARTICLE VII

Signature for Each Corporation:



Stacy Perez, President
University Crisis Pregnancy Center, Inc.
4-10-18



Sandra F. Porter, President
Oasis Pregnancy Care Centers Corp.
4-10-18