

No9000012106

(Requestor's Name)

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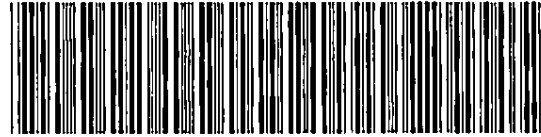
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FEB 27 2021
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FEB 27 2021



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
P: 866.625.0838
F: 866.625.0839
COGENCYGLOBAL.COM

Account#: I200000000088

Date: 02/24/2021

Name: Chris Vick

Reference #: 1331058

Entity Name: SOCIETY FOR MINING, METALLURGY, AND EXPLORATION, INC.

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other PLEASE RETAIN ORIGINAL SUBMISSION DATE OF 2/22/21

Authorized Amount: \$70.00

Signature: 

✉ CORPORATE HQ
COGENCY GLOBAL INC.
10 E 40TH ST, 10TH FL
NY NY 10016
O: +1.212.947.7200
P: 800.221.0102
F: 800.944.6607

✉ EUROPEAN HQ
COGENCY GLOBAL (UK) LIMITED
REGISTERED IN ENGLAND & WALES,
REGISTRY #871972
6 LLOYDS AVE, UNIT 4CL
LONDON EC3N 3AX
+44 (0)20.3961.3080

✉ ASIA PACIFIC HQ
COGENCY GLOBAL (HK) LIMITED
A HONG KONG LIMITED COMPANY
UNIT B, 1/F, LIPPO LEIGHTON TOWER
103 LEIGHTON RD, CAUSEWAY BAY
HONG KONG
P: +852.2682.9633
F: +852.2682.9790



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 23, 2021

COGENCY GLOBAL

SUBJECT: FORUM ON THE GEOLOGY OF INDUSTRIAL MINERALS,
INCORPORATED
Ref. Number: N09000012106

We have received your document for FORUM ON THE GEOLOGY OF INDUSTRIAL MINERALS, INCORPORATED and the authorization to debit your account in the amount of \$. However, the document has not been filed and is being returned for the following:

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Yasemin Y Sulker
Regulatory Specialist III

Letter Number: 221A00003986

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SOCIETY FOR MINING, METALLURGY, AND EXPLORATION, 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:

S. Lee Terry, Jr.

(Contact Person)

Davis Graham & Stubbs LLP

(Firm/Company)

1550 17th Street, Suite 500

(Address)

Denver, CO 80202

(City State and Zip Code)

For further information concerning this matter, please call:

S. Lee Terry, Jr.

(Name of Contact Person)

At (303) 892-7484

(Area Code & Daytime Telephone Number)

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

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF MERGER

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
SOCIETY FOR MINING, METALLURGY, AND EXPLORATION, INC.	COLORADO	19871587578

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
FORUM ON THE GEOLOGY OF INDUSTRIAL MINERALS, INCORPORATED	FLORIDA	N09000012106

2021 FEB 24 AM 8:30
 FILED
 CLERK OF COURT
 MIAMI COUNTY, FL

Third: The Plan of Merger is attached.

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

2 / 03 / 01 / 2021 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

g If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(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 _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ 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 03/01/2021. The number of directors in office was _____. The vote for the plan was as follows: 9 FOR 0 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 _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ 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 03/01/2021. The number of directors in office was 12. The vote for the plan was as follows: 12 FOR 0 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

SOCIETY FOR MINING, METALLURGY,
AND EXPLORATION, INC.

DocuSigned by:
William W. Edgerton

William W. Edgerton, President

FORUM ON THE GEOLOGY OF
INDUSTRIAL MINERALS, INCORPORATED

DocuSigned by:
Thomas E. Newman
SFB4094D09ED428

Thomas E. Newman, 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

SOCIETY FOR MINING, METALLURGY, AND
EXPLORATION, INC.

Jurisdiction

COLORADO

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

Name

FORUM ON THE GEOLOGY OF INDUSTRIAL
MINERALS, INCORPORATED

Jurisdiction

FLORIDA

The terms and conditions of the merger are as follows:

See Attached.

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

See Attached.

Other provisions relating to the merger are as follows:

See Attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") between the Forum on the Geology of Industrial Minerals, Incorporated, a Florida nonprofit corporation ("FGIM"), and the Society for Mining, Metallurgy, and Exploration, Inc., a Colorado nonprofit corporation ("SME") (together, the "Parties"), is dated and effective as of March 1, 2021 (the "Effective Date"). Capitalized terms shall have the meanings ascribed to them in this Agreement.

RECITALS:

The Board of Directors of FGIM and the Board of Directors of SME deem it advisable and in the best interests of the corporations for FGIM to merge with and into SME (the "Merger") as authorized by the laws of each of the states in which SME and Merging Entity are organized, and on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants and provisions herein contained, the Parties agree as follows:

ARTICLE I THE MERGER

1.1 Merger. At the Effective Time (as defined in Section 1.2), FGIM shall be merged with and into SME, the separate existence of FGIM shall cease, and SME, as the surviving corporation of such Merger, shall continue to exist by virtue of, and shall be governed by, the laws of the State of Colorado.

1.2 Effective Time of Merger. The Merger shall become effective upon the later to occur of (a) the filing of a Statement of Merger with the Colorado Secretary of State and (b) the filing of Articles of Merger and this Agreement as the Plan of Merger with the Florida Secretary of State (the "Effective Time").

1.3 Effect of Merger. At the Effective Time, SME without further action shall succeed to and possess all the rights, privileges and powers of FGIM; all property, real, personal and mixed, and all obligations due to FGIM, as well as all other things and causes in action of each of FGIM, and all and every other interest, of or belonging to or due to FGIM, shall vest as a matter of law in SME without further action, and shall thereafter be the rights, privileges, powers and property of, and obligations due to, SME. Title to any property vested in FGIM shall not revert or be in any way impaired by reason of the Merger, except that all rights of creditors in and all liens upon any property of FGIM shall be preserved unimpaired in the same property, however held. All obligations of FGIM shall attach as a matter of law to SME and may be fully enforced against SME. All restrictions created by donors on the use of funds and other assets of FGIM, including restricted grants, bequests, donations and other funds, shall remain in effect in accordance with the terms of such restrictions, notwithstanding the Merger.

1.4 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of SME in effect immediately prior to the Effective Time shall continue as the Articles of

Incorporation and Bylaws of SME after the Effective Time until subsequently amended or repealed as provided by law and such Articles of Incorporation and Bylaws.

1.5 Directors and Officers. The directors and officers of SME who are serving as such immediately prior to the Effective Time shall be the directors and officers of SME from and after the Effective Time and each such individual shall continue to serve in accordance with SME's Articles of Incorporation and its Bylaws.

1.6 Industrial Minerals & Aggregates Division. At the Effective Time, all of FGIM's operations, assets, liabilities, rights and obligations being transferred to SME in the Merger shall be allocated by SME to the Industrial Minerals & Aggregates Division of SME (the "Division") and shall thereafter be governed by and in accordance with the provisions of SME's Bylaws relating to the Division and the Division's policies and procedures adopted pursuant to those Bylaws.

1.7 Authorization. To the extent that the states of Colorado and Florida prescribe certain requirements and forms for Articles of Merger, Certificates of Merger, or Statements of Merger to effectuate or otherwise lawfully recognize the Merger of FGIM into SME, those persons authorized to execute such documents by resolutions of FGIM and SME may do so to the extent such documents are not inconsistent with the provisions of this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF FGIM

FGIM represents and warrants to SME as follows:

2.1 Organization and Power. FGIM is a non-profit corporation duly incorporated, validly existing, and in good standing under the laws of Florida and it has the requisite corporate power and authority to carry on its operations as now conducted. FGIM is duly qualified and in good standing to do business in each jurisdiction in which the failure to so qualify or to be in good standing would reasonably be expected to have a material adverse effect on FGIM.

2.2 Subsidiaries. Except as previously disclosed in writing to SME, FGIM has no direct or indirect subsidiaries or any direct or indirect ownership interests in any person. It is, however, the intent of the Parties that, following the Merger, SME will make reasonable efforts to complete a merger with the Robert L. Bates Memorial Scholarship Fund, Inc. ("RBSMF"), a New York incorporated nonprofit, which has an existing affiliation with FGIM in connection with certain matters. The occurrence of a subsequent merger with, or other acquisition of RBSMF by, SME is not a condition of the Merger nor will a failure of such a transaction to occur in the future constitute a breach of this Agreement by SME or grounds for FGIM to rescind or revoke this Agreement or the Merger, which shall be final and non-cancellable after the Effective Time.

2.3 Due Authorization. FGIM has all requisite corporate power and authority to execute, deliver and perform this Agreement and all other agreements, documents, certificates, schedules and instruments contemplated by this Agreement ("Related Agreements"), and to carry out the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Related Agreements and the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action of FGIM. This

Agreement has been, and at the Effective Time the Related Agreements will have been, duly and validly executed and delivered by FGIM and constitute the valid and binding obligations of FGIM, enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer or similar laws relating to or affecting the rights of creditors generally.

2.4 No Conflicts. The execution, delivery, and performance of this Agreement and each of the Related Agreements by FGIM does not and shall not (a) violate or conflict with any provision of its charter or bylaws, (b) violate any provision of law applicable to FGIM, or (c) violate or result in a breach of, or constitute (with or without due notice or lapse of time or both) a default under, any agreement to which it is a party, except with respect to clauses (b) and (c), for such matters as would not reasonably be expected to have a material adverse effect on FGIM.

2.5 Consents and Approvals. No consent, waiver, authorization or approval of any governmental entity or any other person is required in connection with the execution and delivery of this Agreement or any of the Related Agreements by FGIM or the performance by FGIM of its obligations hereunder or thereunder, except for such matters as would not reasonably be expected to have a material adverse effect on FGIM.

2.6 Financial Statements. The financial statements of FGIM provided to SME have been prepared from the books and records of FGIM and present fairly in all material respects the financial condition of FGIM as at their respective dates and the results of operations for the periods covered thereby.

2.7 Compliance with Laws. FGIM is in compliance with all applicable laws currently in effect, except where non-compliance would not reasonably be expected to have a material adverse effect on FGIM.

2.8 Litigation. There are no actions, suits, legal or administrative proceedings or governmental investigations pending or to FGIM's knowledge, threatened, against FGIM, its properties or assets. FGIM is not subject to any order, judgment, writ, injunction or decree of any court or governmental authority.

2.9 Tax Matters. FGIM has filed or caused to be filed all returns, reports or statements with respect to taxes which are or were required to be filed with any taxing authority ("Tax Returns"). All such Tax Returns are correct and complete in all material respects.

2.10 Employee Benefits.

(a) FGIM has delivered to SME a complete and accurate list of all employee benefit, pension, welfare benefit, bonus, commission, deferred compensation, incentive compensation, vacation, sick leave, severance, termination, supplemental unemployment benefits or other similar material plan, program, agreement, policy, commitment, arrangement or benefit currently in effect under which current or former employees of FGIM currently are or will be entitled benefits ("Employee Plans"). All such Employee Plans are in full force and effect and are have been maintained and administered in compliance with all applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, and the Internal Revenue Code

of 1986, as amended ("Code"), except for such non-compliance as would not reasonably be expected to have a material adverse effect on FGIM.

(b) All contributions required to be made under the terms of any Employee Plan have been made or have been reflected in the financial statements.

(c) No Employee Plan provides retiree health, death or life benefits, except as may be required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or similar state or local law.

(d) Each Employee Plan that is intended to meet the qualification requirements of Section 401(a) of the Code is either (i) the recipient of a favorable determination letter from the Internal Revenue Service or (ii) the adopter of a prototype plan entitled to rely on the opinion letter issued by the Internal Revenue Service as to the qualified status of such plan under Section 401 of the Code to the extent provided in Revenue Procedure 2005-16; and no amendment has been made nor has any event occurred with respect to any such Employee Plan which would reasonably be expected to cause the loss or denial of such qualification under Code Section 401(a).

(e) All employees or independent contractors of FGIM are employed or engaged "at will" and without any written contract.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SURVIVING CORPORATION

SME represents and warrants to FGIM as follows:

3.1 Organization and Standing. SME is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation. SME has all requisite corporate power and authority to enter into this Agreement and the Related Agreements, to carry out the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder.

3.2 Due Authorization. The execution, delivery and performance of this Agreement and the Related Agreements and the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action of SME. This Agreement has been, and at the Effective Time the Related Agreements will have been, duly and validly executed and delivered by SME and constitute the valid and binding obligation of SME, enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer or similar laws relating to or affecting the rights of creditors generally.

3.3 No Conflicts. The execution, delivery, and performance of this Agreement and each of the Related Agreements by SME do not and shall not (a) violate or conflict with any provision of the certificate of incorporation or bylaws of SME, (b) violate any provision of law applicable to SME, or (c) violate or result in a breach of, or constitute (with or without due notice or lapse of time or both) a default under, any material agreement to which SME is a party, except with respect to each of (b) and (c) for such matters as would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

3.4 Consents and Approvals. No consent, waiver, authorization or approval of any governmental entity or any other person is required in connection with the execution and delivery of this Agreement or any of the Related Agreements by SME or the performance by SME of its obligations hereunder or thereunder.

ARTICLE IV FURTHER ACTION

Subject to the provisions of this Agreement, the Parties shall take or cause to be taken all action, or do or cause to be done, all things necessary or advisable and proper under applicable laws to consummate the Merger. If at any time after the Effective Time, SME shall consider or be advised that any further deeds, assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in SME, the title to any property or rights of FGIM acquired or to be acquired by reason of, or as a result of, the Merger, FGIM and any of its former officers or directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary and proper to vest, perfect and confirm title to such property or rights in SME and otherwise to carry out the purpose of this Agreement, and the proper officers and directors of SME are fully authorized, in the name of FGIM or otherwise, to take any and all such action.

ARTICLE V MISCELLANEOUS

5.1 Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument. This Agreement may be executed by telefacsimile or PDF signature, and such signature will constitute an original signature.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and it supersedes all prior oral and written agreements, commitments or understandings with respect to the matters provided for in this Agreement.

5.3 Severability. If any part of this Agreement is invalid or unenforceable under applicable law, that part shall be ineffective to the extent of the invalidity or unenforceability only, without in any way affecting the remaining parts of that provision or the remaining provisions of this Agreement.

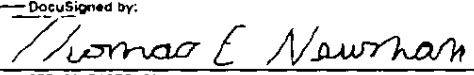
5.4 Notices. All notices provided for hereunder shall be in writing and given to all Parties by personal delivery or overnight courier addressed to the receiving Party at its address set forth on the signature page hereto or such other address as may be specified in writing to the Parties.

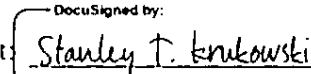
5.5 Amendments. This Agreement may be amended only by an instrument in writing signed by all the Parties pursuant to authorization therefor given by the Board of Directors of each Party hereto prior to the Effective Time.

5.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

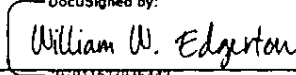
IN WITNESS WHEREOF, the undersigned have caused this Plan of Merger to be executed and effective as of the date first above written.

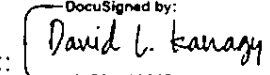
Forum on the Geology of Industrial Minerals, Incorporated ("FGIM")
3313 Teton Lane
Norman OK, 73072

By: DocuSigned by:

FFB10041000FB429
Thomas E. Newman
President

Attest: DocuSigned by:

0000CA77C7C9410
Stanley T. Krukowski
Secretary

Society for Mining, Metallurgy, and Exploration, Inc. ("SME")
12999 East Adam Aircraft Circle
Englewood, CO 80112

By: DocuSigned by:

W1152783E421
William W. Edgerton
President

Attest: DocuSigned by:

0000CA77C7C9410
David L. Kanagy
Executive Director