

N15000003514

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

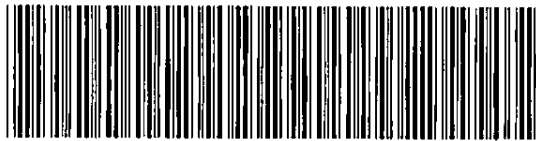
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

J Mills

Office Use Only



800441218558

12/19/24--01020--011 **78.75

2024 DEC 19 PM 3:03



CENTRAL FLORIDA
FREETHOUGHT
COMMUNITY

11 December 2024

TO: Amendment Section
Division of Corporations
Florida Department of State

SUBJECT: Central Florida Freethought Community, Inc.

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

For all questions and correspondence concerning this matter, please contact:

David Williamson, President
Central Florida Freethought Community
PO BOX 621123, Oviedo, FL 32762-1123
info@cflfreethought.org
321-804-3373

A certified copy is requested. An additional executed copy and payment for a certified copy is included in the check for \$78.75.

Sincerely,

David Williamson

ARTICLES OF MERGER

THESE ARTICLES OF MERGER are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

ARTICLE 1

THE SURVIVING CORPORATION

The Surviving Corporation, a 501(c)(3) educational, Not-For-Profit Florida Corporation in good standing, shall be governed by the laws of the State of Florida, shall continue its existence under the name "**Central Florida Freethought Community, Inc.,**" (Document Number N15000003514).

ARTICLE 2

THE MERGING CORPORATION

At the Effective Date of the Merger, **Florida Humanist Association, Inc. (Document Number N02000002723)**, a 501(c)(3) educational, Not-For-Profit Florida Corporation in good standing, shall be merged with and into Central Florida Freethought Community, the separate existence of Florida Humanist Association shall cease, and the Surviving Corporation shall carry on its business and shall continue its existence as a 501(c)(3) educational, Not-For-Profit Florida Corporation.

ARTICLE 3

AGREEMENT AND PLAN OF MERGER

The attached Agreement and Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 4

DATE OF THE MERGER

Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in these Articles of Merger and the attached Agreement and Plan of Merger, the Merger shall become effective, and the **Effective Date of the Merger shall be, December 31, 2024.**

ARTICLE 5

ADOPTION OF THE MERGER BY SURVIVING CORPORATION

There are no members in the Surviving Corporation entitled to vote on the Agreement and Plan of Merger. The Agreement and Plan of Merger was adopted by the board of directors on 18 September 2024. The number of directors in office was 5. The vote was 5 FOR and zero AGAINST.

ARTICLE 6

ADOPTION OF THE MERGER BY MERGING CORPORATION

There are no members in the Merging Corporation entitled to vote on the Agreement and Plan of Merger. The Agreement and Plan of Merger was adopted by the board of directors on 12 September 2024. The number of directors in office was 6. The vote was 6 FOR and zero AGAINST.

ARTICLE 7

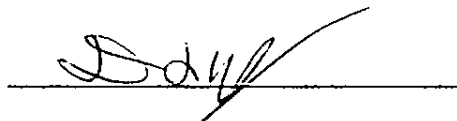
SIGNATURES FOR EACH CORPORATION

The authorized representatives of Florida Humanist Association and Central Florida Freethought Community have caused these Articles of Merger to be executed by their respective duly authorized officers on 11 December 2024.

Signed: 

Jocelyn Williamson

President and Agent for Florida Humanist Association

Signed: 

David Williamson

President and Agent for Central Florida Freethought Community

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated effective as of December 31, 2024 (this "Plan of Merger"), is entered into by and between **FLORIDA HUMANIST ASSOCIATION, Inc.** (herein referred to as "FHA") (Document Number N02000002723), a 501(c)(3) educational, Not-For-Profit Florida Corporation in good standing as of the Effective Date of this Plan of Merger, and **CENTRAL FLORIDA FREETHOUGHT COMMUNITY, Inc.** (Herein referred to as "CFFC") (Document Number N15000003514), a 501(c)(3) educational, Not-For-Profit Florida Corporation in good standing as of the Effective Date. FHA and CFFC are hereinafter collectively referred to as the "Merging Corporations."

RECITALS AND DECLARATIONS

WHEREAS FHA is a not-for-profit corporation duly organized and existing under the laws of the State of Florida;

WHEREAS CFFC is a not-for-profit corporation duly organized and existing under the laws of the State of Florida;

WHEREAS the board of directors of FHA and the board of directors of CFFC each deem it advisable and in the best interest of the Merging Corporations for FHA to be merged with and into CFFC (the "Merger"), with CFFC being the Surviving Corporation of the Merger (the "Surviving Corporation"); and

WHEREAS the board of directors of FHA, and the board of directors of CFFC have each duly approved this Plan of Merger;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1

THE MERGER AND NAME OF SURVIVING CORPORATION

At the Effective Time (as hereinafter defined), FHA shall be merged with and into CFFC. As of the Effective Date, the separate existence of FHA shall cease, and CFFC, as the Surviving Corporation, shall continue its business and shall continue its existence as a 501(c)(3) educational, Not-For-Profit Florida Corporation. The Surviving Corporation shall be governed by the laws of the State of Florida, shall continue its existence under the name "Central Florida Freethought Community, Inc.," and shall maintain a registered office in the State of Florida at c/o Lyon, Vincent T., 27 Empress Lane, Palm Coast, Florida 32164.

ARTICLE 2

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the Merger are as follows:

2.1 Effective Date of Merger. Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Plan of Merger, the Merger shall become effective, and the effective Date of the Merger shall be December 31, 2024.

2.2 Effects of Merger. At the Effective Time of the Merger:

2.2.1. The separate existence of FHA shall cease, and the Surviving Corporation shall be deemed a continuation in entity and identity of each of the Merging Corporations. The directors and officers of CFFC immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation.

2.2.2. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers, immunities, purposes and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each Merging Corporation; each and all of the rights, privileges, powers, immunities, purposes and franchises of each Merging Corporation, and all real property and personal property, tangible and intangible, of every kind and description, and all debts due to any Merging Corporation on whatever account, including all other things in action or belonging to each Merging Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, immunities, purposes and franchises, and all and every other interest shall thereafter be considered the property of the Surviving Corporation as they were of the respective Merging Corporations, and the title to any real estate vested by deed or otherwise in any Merging Corporation shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any Merging Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Merging Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

2.2.3. The assets, liabilities, reserves, and accounts of each Merging Corporation shall be recorded in the books of the Surviving Corporation at the amounts at which they, respectively, shall be carried on the books of such Merging Corporation subject to such

adjustments or eliminations of items as may be appropriate in giving effect to the Merger.

2.3 Bylaws. The bylaws of CFFC, as in effect immediately prior to the Effective Date, shall be the bylaws of the Surviving Corporation until thereafter changed or amended as provided in the Surviving Corporation's bylaws and by applicable law.

2.4 Articles of Incorporation. No changes to the Surviving Corporation's Articles of Incorporation will be placed into effect with the Plan of Merger or the Articles of Merger.

ARTICLE 3

COSTS AND EXPENSES

Each Merging Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants, and counsel) in connection with the consummation of the Merger.

ARTICLE 4

APPROVAL OF THE MERGER

4.1 Approval by the Merging Corporation. There are no members in the Merging Corporation entitled to vote on the Plan of Merger. The board of directors will adopt this Plan of Merger.

4.2 Approval by the Surviving Corporation. There are no members in the Surviving Corporation entitled to vote on the Plan of Merger. The board of directors will adopt this Plan of Merger.

ARTICLE 5

MISCELLANEOUS

5.1 Governing Law. This Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

5.2 Amendment. This Plan of Merger cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.