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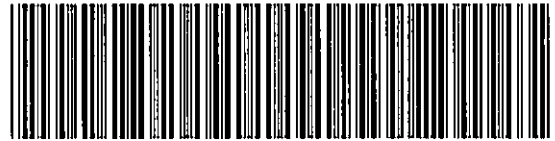
(Business Entity Name)

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TALLAHASSEE, FLORIDA



JAN 13 2011

T SCHROEDER



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

Account#: I20000000088

Date: 12/30/2019

Name: Merritt Walker

Reference #: 1169684

Entity Name: CROWLEY FOUNDATION

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other CERTIFIED COPY OF THE FILING EVIDENCE

Authorized Amount: \$78.75

Signature: 

ARTICLES OF MERGER
OF
CROWLEY FOUNDATION
a California nonprofit public benefit corporation
WITH AND INTO
CROWLEY FOUNDATION INC.,
a Florida not for profit corporation

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TALLAHASSEE, FLORIDA

Pursuant to the Sections 617.1101 – 617.1108 of the Florida Statutes, the following Articles of Merger are submitted to merge the following corporations (the "Merger") in accordance with Florida not for profit corporation act (the "Act");

FIRST: The exact name, entity type, and jurisdiction of the merging entity is:

CROWLEY FOUNDATION, a California nonprofit public benefit corporation
(the "Merging Company").

SECOND: The exact name, entity type, and jurisdiction of the surviving entity is:

CROWLEY FOUNDATION INC., a Florida not for profit corporation (the "Surviving Company").

THIRD: A copy of the Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit "A" and is incorporated by reference into these Articles of Merger as if fully restated herein.

FOURTH: The Merger is permitted by the laws of the State of California, the domestic jurisdiction of the Merging Company; the Merger and the principal terms of the Plan of Merger were unanimously approved by the board of directors and the sole member of the Merging Company by joint written consent dated as of December 30, 2019.

FIFTH: The merger is permitted by the laws of the State of Florida, the domestic jurisdiction of Surviving Company, and was unanimously approved by joint written consent of the sole director and the sole member of the Surviving Company, dated as of December 30, 2019, pursuant to Sections 617.0701, 617.0821, and 617.1103 of the Florida Statutes.

SIXTH: The effective date of the Merger shall be the date these Articles of Merger are filed with the Florida Secretary of State.

[Signatures hereto contained on following page.]

IN WITNESS WHEREOF, each of the constituent corporations has caused these Articles of Merger to be signed in its corporate name and on its behalf by its duly authorized officer as of the 30th day of December, 2019.

CROWLEY FOUNDATION, a
California nonprofit public benefit corporation

By: Bryan C. Smith
Name: Bryan C. Smith
Title: Vice President

CROWLEY FOUNDATION INC., a
Florida not for profit corporation

By: Bryan C. Smith
Name: Bryan C. Smith
Title: Vice President

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TALLAHASSEE, FLORIDA
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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

[attached]

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19 DEC 30 PM 2:03

**SECRETARY OF STATE
TALLahassee, FLORIDA**



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of December 30, 2019 (the "Agreement"), is entered into by and between CROWLEY FOUNDATION, a nonprofit California public benefit corporation ("Crowley California"), and CROWLEY FOUNDATION INC., a Florida not for profit corporation ("Crowley Florida").

BACKGROUND

In order to re-domesticate Crowley California from California to Florida, the respective Boards of Directors of Crowley California and Crowley Florida believe that it is in the best interests of Crowley California and Crowley Florida to consummate the merger of Crowley California with and into Crowley Florida under and pursuant to the provisions of this Agreement, the California Nonprofit Public Benefit Corporation Law (the "CA Act"), and the Florida Not for Profit Corporation Act (the "FL Act").

TERMS

In consideration of the mutual agreements contained in this Agreement, the parties agree on the terms as set forth below.

1. Merger. Crowley California shall be merged with and into Crowley Florida (the "Merger").

2. Effective Time. The Merger shall become effective immediately upon the filing of Articles of Merger, substantially in the form attached hereto as Exhibit A, with the Secretary of State of the State of Florida in accordance with the FL Act and in such form as is required by the applicable law of the State of Florida, is duly filed with, and accepted for record by, the Secretary of State of the State of Florida or at such other time as specified in the Certificate of Merger (the "Effective Time").

3. Surviving Corporation. Crowley Florida shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Florida. At the Effective Time, the separate corporate existence of Crowley California shall cease.

4. Governing Documents. At the Effective Time, (i) the Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time will remain in effect until amended in the manner prescribed by the provisions of the FL Act and (ii) the Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time will remain in effect until amended in the manner prescribed by the provisions of the FL Act.

5. Board of Directors and Officers. The members of the Board of Directors of Crowley Florida immediately following the Effective Time shall be the members of the Board of Directors of the Surviving Company immediately following the Effective Time. The officers of Crowley Florida immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately following the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the Bylaws of Crowley Florida, or until their respective successors are elected and qualified.

6. Rights and Liabilities of Crowley California. At and after the Effective Time, and all in the manner of and as more fully set forth in the CA Act and the FL Act, the title to all real estate and other property, or any interest therein, owned by each of Crowley California and Crowley Florida shall be vested in Crowley Florida without reversion or impairment; Crowley Florida shall succeed to and

possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of Crowley California and Crowley Florida without reversion or impairment; Crowley Florida shall thereafter be responsible and liable for all of the liabilities and obligations of each of Crowley California and Crowley Florida; any claim existing or action or proceeding pending by or against Crowley California and Crowley Florida may be continued as if the Merger did not occur or Crowley Florida may be substituted for Crowley California in the proceeding; neither the rights of creditors nor any liens upon the property of Crowley California and Crowley Florida will be impaired by the Merger; and Crowley Florida shall indemnify and hold harmless the officers and directors of each of the parties to this Agreement against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

10. Termination. This Agreement may be terminated and abandoned by action of the respective Boards of Directors of Crowley California and Crowley Florida at any time prior to the Effective Time, for any reason whatsoever as determined in the sole discretion of the Boards of Directors of Crowley California and Crowley Florida.

11. Amendment. The Boards of Directors of the parties to this Agreement may amend this Agreement at any time prior to the Effective Time.

12. Registered Office. The registered office of Crowley Florida in the State of Florida is located at 11380 Prosperity Farms Rd, Palm Beach Gardens, Florida 33410, and the name of the registered agent of Crowley Florida at such address is Corporate Creations Network, Inc.

13. Inspection of Agreement. Executed copies of this Agreement will be on file at the principal place of business of Crowley Florida at 9487 Regency Square Blvd, Jacksonville, Florida 32225. A copy of this Agreement shall be furnished by Crowley Florida, on request and without cost, to any shareholder or stockholder of either Crowley California or Crowley Florida.

14. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

15. Service of Process. On and after the Effective Time, Crowley Florida agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of Crowley California or Crowley Florida arising from the Merger.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

[Signatures Appear on the Following Page.]

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, each of the parties to this Agreement, pursuant to authority duly granted by their respective Board of Directors, has caused this Agreement to be executed as of the date first written above.

CROWLEY FOUNDATION,
a California nonprofit public benefit corporation

By: _____
Name: Bryan C. Smith
Title: Vice President

CROWLEY FOUNDATION INC.,
a Florida corporation

By: _____
Name: Bryan C. Smith
Title: Vice President

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EXHIBIT A

Articles of Merger

**ARTICLES OF MERGER
OF
CROWLEY FOUNDATION
a California nonprofit public benefit corporation
WITH AND INTO
CROWLEY FOUNDATION INC.,
a Florida not for profit corporation**

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TALLAHASSEE, FLORIDA
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Pursuant to the Sections 617.1101 – 617.1108 of the Florida Statutes, the following Articles of Merger are submitted to merge the following corporations (the "Merger") in accordance with Florida not for profit corporation act (the "Act");

FIRST: The exact name, entity type, and jurisdiction of the merging entity is:

CROWLEY FOUNDATION, a California nonprofit public benefit corporation
(the "Merging Company").

SECOND: The exact name, entity type, and jurisdiction of the surviving entity is:

CROWLEY FOUNDATION INC., a Florida not for profit corporation (the "Surviving Company").

THIRD: A copy of the Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit "A" and is incorporated by reference into these Articles of Merger as if fully restated herein.

FOURTH: The Merger is permitted by the laws of the State of California, the domestic jurisdiction of the Merging Company; the Merger and the principal terms of the Plan of Merger were unanimously approved by the board of directors and the sole member of the Merging Company by joint written consent dated as of December __, 2019.

FIFTH: The merger is permitted by the laws of the State of Florida, the domestic jurisdiction of Surviving Company, and was unanimously approved by joint written consent of the sole director and the sole member of the Surviving Company, dated as of December __, 2019, pursuant to Sections 617.0701, 617.0821, and 617.1103 of the Florida Statutes.

SIXTH: The effective date of the Merger shall be the date these Articles of Merger are filed with the Florida Secretary of State.

[Signatures hereto contained on following page.]

IN WITNESS WHEREOF, each of the constituent corporations has caused these Articles of Merger to be signed in its corporate name and on its behalf by its duly authorized officer as of the ____ day of December, 2019.

CROWLEY FOUNDATION, a
California nonprofit public benefit corporation

By: _____
Name: Bryan C. Smith
Title: Vice President

CROWLEY FOUNDATION INC., a
Florida not for profit corporation

By: _____
Name: Bryan C. Smith
Title: Vice President

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