

N95000005545

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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MAIL

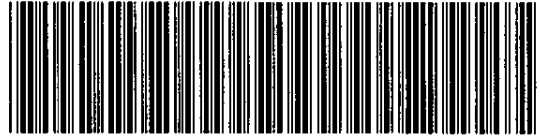
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

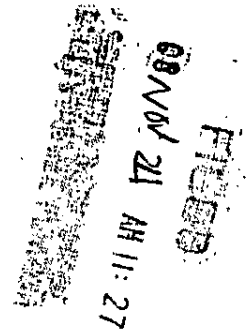
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**BELLINGER & DEWOLF, LLP**  
ATTORNEYS

E-mail address:  
ldoss@bd-law.com

10,000 North Central Expressway, Suite 900, Dallas, Texas 75231

214.954.9540  
Fax: 214.954.9541

November 21, 2008

**VIA FEDERAL EXPRESS**  
**AIRBILL NO. 8863 2789 0526**

State of Florida  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

Re: National Ovarian Cancer Coalition, Inc. Merger

Dear Sir/Madam:

This Firm represents the above-named non-profit entity. Enclosed please find one (1) cover letter, one (1) original and one (1) copy each of the Articles of Merger and Plan and Agreement of Merger, along with our firm's check in the amount of \$70.00 for the filing fee for these documents. Please return a copy of a copy of the file-stamped merger documents to the under-signed.

Thank you in advance for your assistance in this matter. Please direct any questions you may have to the undersigned.

Very truly yours,

BELLINGER & DeWOLF, L.L.P.

By: 

Lisa Fox Doss

Enclosures

cc: Carol Ansley, CEO, National Ovarian Cancer Coalition, Inc.

LKF:mdh

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** National Ovarian Cancer Coalition, 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:

Lisa Doss  
(Contact Person)

Bellinger & DeWolf, L.L.P.  
(Firm/Company)

10,000 N. Central Expy., Suite 900  
(Address)

Dallas, Texas 75231  
(City/State and Zip Code)

For further information concerning this matter, please call:

Carol Ansley At ( 214 ) 273-4202  
(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

## **ARTICLES OF MERGER**

(Not for Profit Corporations)

FILED  
68 NOV 24 AM 11:27  
CLERK OF THE COURT  
JACKSONVILLE, FLORIDA

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)
National Ovarian Cancer Coalition, Inc.	Texas	801052902

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
National Ovarian Cancer Coalition, Inc.	Florida	H95000013183
		N95000005545

**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

**OR**      /      /      (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).

(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 11/24/08. The number of directors in office was 8. The vote for the plan was as follows: 8 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 11/24/08. The number of directors in office was 8. The vote for the plan was as follows: 8 FOR 0 AGAINST

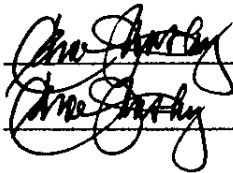
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of the chairman/  
vice chairman of the board  
or an officer.

Typed or Printed Name of Individual & Title

National Ovarian Cancer  
Coalition, Inc.



Carol Ansley, CEO

National Ovarian Cancer  
Coalition, Inc.

Carol Ansley, CEO

\_\_\_\_\_  
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## **PLAN AND AGREEMENT OF MERGER**

**THIS PLAN AND AGREEMENT OF MERGER** (this "Plan") is entered into on November 24, 2008, by and between NATIONAL OVARIAN CANCER COALITION, INC., a Florida non-profit corporation ("Target Corporation"), and NATIONAL OVARIAN CANCER COALITION, INC., a Texas non-profit corporation ("Surviving Corporation").

### **ARTICLE I** **PLAN OF MERGER**

#### **Adoption of Plan**

**1.01.** A plan of reorganization of Target Corporation and Surviving Corporation pursuant to the respective provisions of the Texas Business Organizations Code, the Florida Business Corporation Act, and Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended, is hereby adopted as follows:

(a) On the effective date of the merger as set forth in Section 1.02 hereof, Target Corporation will be merged into Surviving Corporation, to do business and be governed by the laws of Texas.

(b) Surviving Corporation's name will remain "National Ovarian Cancer Coalition, Inc."

(c) When this Plan becomes effective, the existence of Target Corporation as a distinct entity will cease. At that time, Surviving Corporation will succeed to all the rights, title, and interests of and to all property owned by Target Corporation, without reversion or impairment, without any further act, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances on the property. Surviving Corporation also will be subject to all the debts and obligations of Target Corporation as the primary obligor, except as otherwise provided by law or contract, and only Surviving Corporation will be liable for the debt or obligation.

(d) Surviving Corporation will carry on business with the assets of the parties to the merger as these corporations existed immediately prior to the merger.

#### **Effective Date**

**1.02.** The effective date of the merger ("Effective Date") will be the date when a certificate of merger is issued by the Secretary of State of Florida.

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES**

**Target Corporation**

**2.01** As a material inducement to Surviving Corporation to execute this Plan and perform its obligations under this Plan, Target Corporation represents and warrants to Surviving Corporation that Target Corporation is a corporation duly organized, validly existing, and in good standing under the laws of Florida, with corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted. Target Corporation is qualified to transact its business as a domestic corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted or is not required to be qualified as a foreign corporation to transact business in any other jurisdiction. True and current copies of the Articles of Incorporation and the Bylaws of Target Corporation, including all amendments effective as of the date of this Plan, have been delivered to Surviving Corporation, and are complete and correct.

**Surviving Corporation**

**2.02.** As a material inducement to Target Corporation to execute and perform its obligations under this Plan, Surviving Corporation represents and warrants to Target Corporation that Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of Texas with corporate power and authority to own property and carry on its business as it is now being conducted. Surviving Corporation is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted, or is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

**ARTICLE III**  
**TERMS, CONDITIONS, AND PROCEDURES PRIOR TO**  
**EFFECTIVE DATE**

**Submission to Boards of Directors and Filing**

**3.01.** This Plan will be submitted for approval separately to the Boards of Directors of the respective merging parties in the manner provided by the laws of Texas and Florida.

**Expenses**

**3.02.** (a) If the merger set forth in this Plan is consummated, Surviving Corporation will pay all costs and expenses of the merger, including any taxes.



(b) If the merger set forth in this Plan is not consummated, each party to this Plan will pay its own costs and expenses incident to the contemplated merger.

#### **ARTICLE IV**

#### **INTENTIONALLY DELETED**

#### **ARTICLE V**

#### **DIRECTORS AND OFFICERS**

##### **Directors and Officers of Surviving Corporation**

**5.01.** The present Board of Directors of Surviving Corporation will continue to serve as its Board of Directors until the next annual meeting or until their successors have been elected and qualified.

**5.02.** All persons who, on the Effective Date, are executive or administrative officers of Surviving Corporation will remain as officers of Surviving Corporation until its Board of Directors determines otherwise. Surviving Corporation's Board of Directors may elect or appoint additional officers as it deems necessary.

#### **ARTICLE VI**

#### **CERTIFICATE OF FORMATION AND BYLAWS**

##### **Certificate of Formation of Surviving Corporation**

**6.01.** Surviving Corporation's Certificate of Formation, as existing on the Effective Date, will continue in full force until amended as provided in such Certificate or Bylaws.

##### **Surviving Corporation's Bylaws**

**6.02.** Surviving Corporation's Bylaws, as existing on the Effective Date, will continue in full force until altered, amended, or repealed as provided in such Bylaws or as provided by law.

#### **ARTICLE VII**

#### **SURVIVAL OF WARRANTIES**

##### **Nature and Survival of Representations and Warranties**

**7.01.** All statements contained in any memorandum, certificate, letter,

document, or other instrument delivered by or on behalf of Target Corporation, Surviving Corporation, or the Directors of any party to the plan of merger will be deemed representations and warranties made by such parties, respectively, to each other under this Plan. The representations and warranties of the parties and the shareholders will survive for a period of three (3) years following the Effective Date and will survive despite any inspections, examinations, or audits made on behalf of the parties.

## **ARTICLE VIII**

### **ENFORCEMENT AND INTERPRETATION**

#### **Further Assurances and Assignments**

**8.01.** Target Corporation agrees that when requested by Surviving Corporation or by its successors or assigns, Target Corporation will execute and deliver or cause to be executed and delivered all deeds and other instruments necessary to consummate the transaction that is the subject of this Plan. Target Corporation also agrees to take or cause to be taken any further actions, assignments, or assurances that are necessary to vest, perfect, and conform title of Surviving Corporation to all the property, rights, privileges, powers, and franchises referred to in Article I of this Plan, and otherwise necessary to carry out the intent and purposes of this Plan.

#### **Notices**

**8.02.** Any notice or other communication required or permitted by this Plan will be deemed to be given when deposited in the United States mails for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(a) In the case of Target Corporation, to: National Ovarian Cancer Coalition, Inc., 940 NW 6<sup>th</sup> Avenue, Boca Raton, Florida 33432, Attention: Carol Ansley, Chief Executive Officer, or to any other person or address that Target Corporation may designate in writing on proper notice to Surviving Corporation.

(b) In the case of Surviving Corporation, to: National Ovarian Cancer Coalition, Inc., 2501 Oak Lawn Avenue, Suite 435, Dallas, Texas 75219, Attention: Carol Ansley, Chief Executive Officer, or to any other person or address that Surviving Corporation may designate in writing on proper notice to Target Corporation.

#### **Entire Agreement and Counterparts**

**8.03.** This instrument and any exhibits attached to and incorporated into the instrument contain the entire agreement between the parties with respect to the transaction contemplated by this Plan. It may be executed in any number of counterparts; however, all counterparts taken together will constitute one original.


**Controlling Law**

**8.04.** The validity, interpretation, and performance of this Plan is controlled by and construed under the laws of Texas and Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Plan to be effective as of the Effective Date.

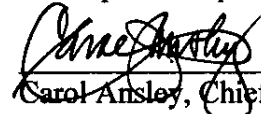
**SURVIVING CORPORATION:**

NATIONAL OVARIAN CANCER COALITION, INC.,  
a Texas non-profit corporation

By:   
Carol Ansley, Chief Executive Officer

**TARGET CORPORATION:**

NATIONAL OVARIAN CANCER COALITION, INC.,  
a Florida non-profit corporation

By:   
Carol Ansley, Chief Executive Officer