

Document Number Only

N960000004701

T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

900002713979--0

-12/17/98--01008--009

*****70.00 *****70.00

900002713979--0

-12/17/98--01008--010

*****8.75 *****8.75

Merger

National Prostate Cancer Coalition Fund

into:

National Prostate Cancer Coalition Fund, Inc.

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☒ Certified Copy

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Fict. Filing

☐ Photo Copies

☐ Call if Problem

☐ Will Wait

☒ Merger

☐ Mark

☐ Other

☐ Change of P.A.

☐ UCC-1

☐ CUS

☐ After 4:30

☒ Pick Up

98 DEC 17 PM 1:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Name	
Availability	12/17/98
Document Examiner	<i>MDR</i>
Updater	<i>MDR</i>
Verifier	
Acknowledgment	
W.P. Verifier	

DEC 17 1998

Please Return Extra Copy(s)
Filed Stamp

Thanks, Melanie ☺

CR2E031 (1-89)

RECEIVED
DEC 17 1998
LI 03086

ARTICLES OF MERGER
Merger Sheet

MERGING:

NATIONAL PROSTATE CANCER COALITION FUND, INC., a Fla corp
N96000004701
,

INTO

NATIONAL PROSTATE CANCER COALITION FUND. a District of Columbia
corporation not qualified in Florida

File date: December 17, 1998

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER OF
NATIONAL PROSTATE CANCER COALITION FUND**

AND

NATIONAL PROSTATE CANCER COALITION FUND, INC.

FILED
98 DEC 17 PM 1:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 617.1105 of the Florida Not-For-Profit Corporation Act, hereby execute the following Articles of Merger and set forth the following:

ONE

Attached hereto and incorporated herein is the Plan of Merger entered into by and between the undersigned corporations.

TWO

National Prostate Cancer Coalition Fund has no members. The Board of Directors of National Prostate Cancer Coalition Fund adopted the Plan of Merger at a meeting held on July 25, 1998, on which date there were fifteen directors then in office, all of whom voted affirmatively to adopt the Plan of Merger. National Prostate Cancer Coalition Fund, Inc. also has no members. The Board of Directors of National Prostate Cancer Coalition Fund, Inc. adopted the Plan of Merger at a meeting held on July 25, 1998, on which date there were fifteen directors then in office, all of whom voted affirmatively to adopt the Plan of Merger.

THREE

The Articles of Merger shall become effective on December 18, 1998.

FOUR

The surviving corporation, National Prostate Cancer Coalition Fund, is incorporated under the laws of the District of Columbia.

FIVE

National Prostate Cancer Coalition Fund, Inc. is incorporated under the laws of the State of Florida.

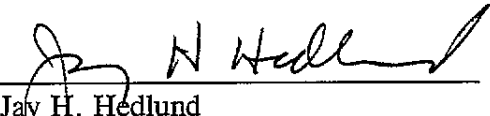
SIX

The merger is permitted by the laws of the District of Columbia, and National Prostate Cancer Coalition Fund has complied with such laws in effecting the merger.

IN WITNESS WHEREOF, each of the undersigned entities has caused these Articles of Merger to be executed on its behalf, as of December 11, 1998, by the undersigned officer who affirms that the statements made herein are true under penalties of perjury.

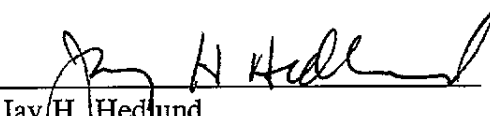
NATIONAL PROSTATE CANCER
COALITION FUND, a District of Columbia
nonprofit corporation

By: _____


Jay H. Hedlund
President

NATIONAL PROSTATE CANCER
COALITION FUND, INC., a Florida
not-for-profit corporation

By: _____


Jay H. Hedlund
President

**PLAN OF MERGER BY AND BETWEEN
NATIONAL PROSTATE CANCER COALITION FUND AND
NATIONAL PROSTATE CANCER COALITION FUND, INC.**

This Plan of Merger is made and entered into as of December 11, 1998, by and between National Prostate Cancer Coalition Fund, a District of Columbia nonprofit corporation (the "DC Corporation" or, after the Effective Date (as defined below), the "Surviving Corporation"), and National Prostate Cancer Coalition Fund, Inc., a Florida not-for-profit corporation (the "Florida Corporation"). The DC Corporation and the Florida Corporation are collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the Board of Directors of each of the Constituent Corporations has deemed it advisable and in the best interest of the respective Constituent Corporations that the Florida Corporation be merged with and into the DC Corporation (the "Merger"), upon the terms and subject to the conditions of this Plan of Merger and in accordance with the applicable provisions of the Florida Not-For-Profit Corporation Act, as amended (the "FNCA") and the District of Columbia Nonprofit Corporation Act, as amended (the "DCNCA");

NOW, THEREFORE, in consideration of the mutual premises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Florida Corporation shall be merged with and into the DC Corporation, which shall continue in existence and survive the Merger as the Surviving Corporation and be governed by the laws of the District of Columbia, and the terms and conditions of the Merger and the mode of effecting the Merger and the transactions contemplated thereby are as follows:

**Article I
The Constituent Corporations**

Section 1.1 Organization of the DC Corporation.

- (a) The DC Corporation was incorporated under the laws of the District of Columbia on July 7, 1998.
- (b) The DC Corporation has no members.

Section 1.2 Organization of the Florida Corporation.

- (a) The Florida Corporation was incorporated under the laws of the State of Florida on September 9, 1996.
- (b) The Florida Corporation has no members.

**Article II
The Merger**

Section 2.1 Effective Date. The Merger shall become effective on December 18, 1998 (the "Effective Date").

Section 2.2 Effect of the Merger. On the Effective Date (a) the separate existence of the Florida Corporation shall cease, (b) the Florida Corporation shall be merged with and into the DC Corporation and the corporate existence of the DC Corporation, as the Surviving Corporation with all its rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger, and (c) the Merger shall, from and after the Effective Date, have all the effects set forth in this Plan of Merger and otherwise provided for by applicable law.

Section 2.3 Surviving Corporation. The Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities and franchises of the Florida Corporation, all of the properties and assets of the Florida Corporation and all of the debts, choses in action and other interests due or belonging to the Florida Corporation, and shall be subject to, and responsible for, all of the debts, liabilities and obligations of the Florida Corporation with the effect set forth in the applicable provisions of the FNCA and the DCNCA.

Section 2.4 Supplemental Action. If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Florida Corporation acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or to otherwise carry out this Plan of Merger, the officers and directors of the Surviving Corporation shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or to otherwise carry out this Plan of Merger.

Article III
Articles of Incorporation, Bylaws, and
Directors and Officers of the Surviving Corporation

Section 3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be:

National Prostate Cancer Coalition Fund

Section 3.2 Articles of Incorporation. The Articles of Incorporation of the DC Corporation in effect on the Effective Date shall be the Articles of Incorporation of the Surviving Corporation.

Section 3.3 Bylaws. The Bylaws of the DC Corporation in effect on the Effective Date shall be the Bylaws of the Surviving Corporation.

Section 3.4 Directors. The directors of the DC Corporation on the Effective Date shall be the directors of the Surviving Corporation until the expiration of the term for which they were elected and until their successors shall have been duly elected and qualified or until their earlier removal, resignation, death or incapacity.

Section 3.5 Officers. The officers of the DC Corporation on the Effective Date shall be the officers of the Surviving Corporation until the next annual meeting of the board of directors of the Surviving Corporation and until their successors shall have been duly elected and qualified or until their earlier removal, resignation, death or incapacity.

Article IV
Approval of the Plan of Merger

Section 4.1 Approval by the DC Corporation's Board of Directors. This Plan of Merger was approved and adopted by the Board of Directors of the DC Corporation at a meeting held on July 25, 1998, in accordance with the applicable provisions of the DCNCA. All fifteen directors then in office voted to approve and adopt this Plan of Merger.

Section 4.2 Approval by the Florida Corporation's Board of Directors. This Plan of Merger was approved and adopted by the Board of Directors of the Florida Corporation at a meeting held on July 25, 1998, in accordance with the applicable provisions of the FNCA. All fifteen directors then in office voted to approve and adopt this Plan of Merger.

Article V **Termination and Amendment**

Section 5.1 Termination by Mutual Agreement. Notwithstanding the approval of this Plan of Merger by the board of directors of each of the DC Corporation and the Florida Corporation, this Plan of Merger and the transactions contemplated hereby may be terminated at any time prior to the Effective Date by mutual agreement of the respective boards of directors of the Constituent Corporations.

Section 5.2 No Liability. In the event of the termination of this Plan of Merger as provided in Section 5.1 hereof, this Plan of Merger and the transactions contemplated hereby shall forthwith become null and void and there shall be no liability on the part of either Constituent Corporation or their respective officers or directors, except as otherwise provided in this Plan of Merger.

Section 5.3 Amendment. No amendment or modification of any provision of this Plan of Merger, and no consent to any departure therefrom by any party, shall be valid or binding unless the same shall be set forth in writing and duly executed by the parties hereto.

Article VI **Miscellaneous**

Section 6.1 Execution in Counterparts. To facilitate execution, this Plan of Merger may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party appears on each counterpart, but it shall be sufficient that the signature of, or on behalf of, each party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in any proof of this Plan of Merger to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties.

Section 6.2 Binding Agreement. This Plan of Merger shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6.3 Governing Law. This Plan of Merger and the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law thereof.

Section 6.4 Severability. If any provision of this Plan of Merger, or any other agreement, document or writing given pursuant to or in connection with this Plan of Merger, shall be invalid or unenforceable under applicable law, then said part shall be ineffective to the

extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Plan of Merger or any other agreement, document or writing.

Section 6.5 Waiver. Except as otherwise required by law, any term, provision or condition of this Plan of Merger may be waived in writing by the party which is entitled to the benefit thereof.

Section 6.6 Headings. Article and section headings contained in this Plan of Merger are inserted for convenience of reference only, shall not be deemed to be a part of this Plan of Merger for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Plan of Merger to be duly executed and delivered on their behalf, as of the day and year first hereinabove set forth.

NATIONAL PROSTATE CANCER
COALITION FUND

Attest:

By: April Becker
April Becker
Secretary

By: Jay H. Hedlund
Jay H. Hedlund
President

NATIONAL PROSTATE CANCER
COALITION FUND, INC.

Attest:

By: April Becker
April Becker
Secretary

By: Jay H. Hedlund
Jay H. Hedlund
President