

N97000004274

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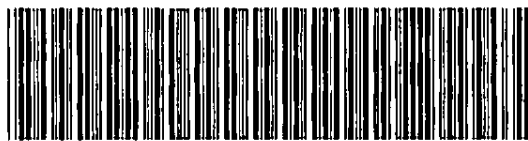
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2020 OCT 29 PM 5:10
SECRETARY OF STATE
TALLAHASSEE, FL

12/10/20

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ALSO FOR GAY YOUTH, 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:

Melanie E. Cuddyre, Esq.

(Contact Person)

Leech Tishman Fuscaldo & Lampl, LLC

(Firm/Company)

525 William Penn Place, Fl 28

(Address)

Pittsburgh, PA 15219

(City/State and Zip Code)

For further information concerning this matter, please call:

Melanie E. Cuddyre, Esq.

(Name of Contact Person)

At (412) 261-1600

(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

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ARTICLES OF MERGER

(Not for Profit Corporations)

2020 OCT 29 PM 5:10

SECRETARY OF STATE
TALLAHASSEE, 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)
ALSO FOR GAY YOUTH, INC.	FL	N97000004274

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
PRISM YOUTH INITIATIVE, Inc.	FL	N11000002759

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).

Note: 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 09/16/2020. The number of directors in office was 7. The vote for the plan was as follows: 6 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 9/16/2020. The number of directors in office was 7. The vote for the plan was as follows: 6 FOR 0 AGAINST

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

Jurisdiction

ALSO FOR GAY YOUTH, INC.

FL

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

Name

Jurisdiction

PRISM YOUTH INITIATIVE, INC.

FL

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:

Other provisions relating to the merger are as follows:

None.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual & Title</u>
ALSO FOR GAY YOUTH, INC	<i>Mary Tavarozzi</i>	Mary Tavarozzi
PRISM YOUTH INITIATIVE, INC.		Valerie A. Fisher

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

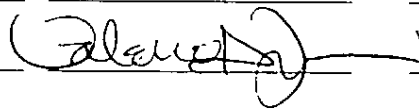
Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

ALSO FOR GAY YOUTH, INC

Mary Tavarozzi

PRISM YOUTH INITIATIVE, INC.



Valerie A. Fisher

**ALSO FOR GAY YOUTH, INC.
PRISM YOUTH INITIATIVE, INC.
AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the "Agreement"), dated and effective as of September 29, 2020, is made by and between ALSO For Gay Youth, Inc. ("ALSO Youth"), a Florida Not For Profit Corporation, and PRISM Youth Initiative, Inc. ("PRISM"), a Florida Not For Profit Corporation. ALSO Youth and PRISM are collectively referred to as the "parties" and each a "party".

I. PREMISES – IN GENERAL

1. ALSO Youth is a Florida Not For Profit Corporation with its registered office located at 1470 Boulevard of the Arts, Sarasota, FL 34236.
2. PRISM is a Florida Not For Profit Corporation with its registered office located at 501 5th St. E., Bradenton, FL 34208.
3. ALSO Youth and PRISM both engage in similar support services for the LGBTQ youth of Sarasota and Manatee Counties, Florida.
4. ALSO Youth's charitable purposes, as stated in its Articles of Incorporation, are as follows:
 - (a) to hold and manage property and funds for charitable and eleemosynary purposes, including the assistance and support of charitable and eleemosynary institutions, associations and undertakings;
 - (b) to provide a safe, supportive, confidential environment for youth, age 14-21, to explore gender identity and sexual orientation, and to advocate for and with youth at the local institutional level (schools, government, non-profit and service agencies), and at the state and national levels to end discrimination against these youth and to ensure their mental and physical well-being through education and social change; and
 - (c) to support the full human rights and civil rights of these young people.
5. PRISM's charitable purposes, as stated in its Articles of Incorporation, are as follows:
 - (a) to operate exclusively for charitable, educational and religious purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or under any corresponding provisions of any subsequent federal tax laws;

(b) without limiting the generality of the foregoing, to provide weekly programming, monthly youth enrichment events, workshops and training opportunities for lesbian, gay, bisexual, transgender and questioning (LGBTQ) youth and their straight friends and allies, ages 13-24; and

(c) to do any and lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attaining of the foregoing purposes.

II. PREMISES – ORGANIZATIONAL AND FINANCIAL INFORMATION

1. The parties previously exchanged organizational information and related documents for both entities, including Articles of Incorporation, Bylaws, governance documents, financial statements, and filings, including but not limited to material assets, liabilities, contractual obligations, funding sources, relevant tax documents, and other pertinent information.
2. As of the date of this Agreement, to the knowledge of each party, the financial disclosures fairly represent, in all material respects, the financial position and results of operations of such party.
3. PRISM agrees not to incur additional liabilities or pay additional expenses without the express written consent of ALSO Youth from the date of this Agreement through the Merger Date, except in the ordinary course of business and expenses related to completion of the merger and lease of the premises known as 501 5th ST. E., Unit C, Bradenton, Florida 34205 (the "Premises").

III. PREMISES – MERGER

1. Each of the parties assert that it is in the best interests of their respective organizations for PRISM to be merged with and into ALSO Youth, which shall be the surviving corporation (the "Merger").
2. The Merger shall be in accordance with the applicable laws of the State of Florida, the Florida Not For Profit Corporation Act, as amended, and upon the terms and subject to the conditions set forth herein.
3. Upon completion of the Merger, ALSO Youth shall continue its existence as a Florida Not For Profit Corporation with the name of ALSO For Gay Youth, Inc., d/b/a ALSO Youth, as a public charity recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and PRISM will cease to exist.

NOW THEREFORE, in consideration of the Premises set forth above which are incorporated by reference, mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

IV. AGREEMENT – MERGER – TRANSFER OF ASSETS AND LIABILITIES

1. PRISM shall merge with and into ALSO Youth, the surviving corporation.
2. On the Merger Date as defined below, PRISM will distribute one hundred percent (100%) of its assets and liabilities to ALSO Youth, as its successor.

V. AGREEMENT – MERGER – CLOSING

1. The Merger shall be effective as of the last day of the month in which this Agreement is fully executed or as soon thereafter as is administratively practicable (the "Merger Date").
2. Prior to the Merger Date, ALSO Youth shall file Articles of Merger effective as of 11:59 PM on the Merger Date, together with a copy of this Agreement, with the Florida Department of State, Division of Corporations.
3. PRISM agrees to cooperate in granting access to accounts held by PRISM and retitling of such accounts into the name of ALSO Youth, and execute documents reasonably necessary therefore.
4. The parties shall execute a lease of the Premises currently utilized by PRISM for providing services in Manatee County, to be effective as of the Merger Date, on terms mutually acceptable to PRISM and ALSO Youth. The execution of such lease is a material term and condition of the merger.

VI. AGREEMENT – REPRESENTATIONS AND WARRANTIES OF ALL PARTIES

Each party makes the following representations and warranties as of the date of this Agreement to the best of each party's knowledge and belief after reasonable and diligent inquiry:

1. It is duly organized, validly existing and in good standing under the laws of the State of Florida, and it has the requisite power and authority to own or lease its property and to carry on its business as presently conducted.
2. It has the power and authority to execute and deliver this Agreement, to perform its obligations and to consummate the transactions contemplated within this Agreement through the undersigned officer or representative, who has been duly authorized to

execute this Agreement and take such other actions as may be necessary or appropriate to consummate the transactions contemplated hereby.

3. It has taken all action necessary to authorize its execution and delivery of this Agreement, the performance of its obligations and the consummation of the transactions contemplated within this Agreement and such authorization has been made by its Board of Directors.
4. The execution, delivery and performance of this Agreement and the documents contemplated in this Agreement have been duly executed and delivered by each corporation and are legal, valid and binding, enforceable in accordance with their terms.
5. Prior to the Merger Date, it has filed all federal, state, and local tax returns required to be filed in accordance with provisions of law pertaining thereto and has paid all taxes and assessments (including, and without limitation, income, withholding, unemployment, worker's compensation, Social Security, occupation, transfer, franchise, property, sales and use taxes, and all penalties and interest in respect thereof) required to be paid and PRISM has informed ALSO Youth in writing of such returns and reports which are required but not yet due. PRISM agrees to preserve all records required for such filings and payments from the date of this Agreement through the Merger Date.
6. To the knowledge of each party, there is no pending or threatened litigation, proceeding or governmental investigation regarding the assets or the transactions contemplated by this Agreement.
7. Except as otherwise provided herein, it has good, valid and marketable title to all of its assets.
8. Each warranty, representation, statement, certificate, schedule, document, or exhibit furnished by one party to the other pursuant to this Agreement is true and will continue to be true as of the Merger Date unless written notice is given to the other party on or before the Merger Date.
9. Except as otherwise provided herein, no notice, consent, approval or authorization of any governmental authority (other than notice to governmental authorities overseeing charitable organizations in the State of Florida) or third party is required for the execution, delivery and performance of this Agreement by each party and the consummation by each party of any of the transactions contemplated by this Agreement.

10. None of the parties has entered into any contract, agreement, or funding arrangement that will interfere with its ability to consummate the transactions as contemplated in this Agreement.

VII. AGREEMENT – MISCELLANEOUS

1. After the Merger Date and upon the request of a party, the other parties shall execute and deliver such documents as are reasonably necessary to effectuate the transactions contemplated by this Agreement, including but not limited to mail forwarding, porting of telephone numbers, transfer of internet domain registrations, and transfer of email accounts. The parties agree to share passwords and credentialing information required to effectuate such transactions.
2. If any provision of this Agreement is held illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Agreement; and (b) such term or provision shall be deemed modified to the minimum extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth in this Agreement.
3. This Agreement and the Exhibits constitute the sole and only agreement of the parties, and expressly supersedes any other prior understandings or agreements between the parties respecting the within subject matter.
4. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
5. This Agreement may be executed simultaneously in counterparts, each of which is deemed an original. Each counterpart shall constitute one and the same instrument.
6. The Agreement headings are inserted for convenience and are not considered part of this Agreement nor a limitation on the scope of the particular section to which they refer.
7. Any ambiguity in this Agreement shall not be construed against the drafting party.
8. No amendment, modification or alteration of this Agreement is binding unless made in writing and executed by all the parties.
9. No party is deemed to waive any right, power or privilege under this Agreement unless such waiver is executed in writing and expressly acknowledged by the party to be charged with such waiver. The failure of any party to enforce, at any time, any provision of this

Agreement shall in no way be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or any party thereof, or the right of any party thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held a waiver of any other or subsequent breach.

10. All notices and any other communications between the parties pursuant to this Agreement shall be in writing and are deemed duly given if delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, but the same must be received as of the due date of any notice. Notices shall be addressed to the proper party at the address listed in Article I of this Agreement, unless the party has provided to the other party with a notice of a change of address.
11. This Agreement is governed by and shall be construed with and enforced in accordance with the laws of Florida, exclusive of its conflicts of law provisions.
12. The parties shall keep this agreement and the other documents contemplated herein confidential and not disclose them or their terms to any third party other than as required to perform the transaction contemplated herein, as may be required for legal and tax compliance, with prior written consent of the other party, or in accordance with a communications plan approved by the parties prior to the Merger Date.
14. The parties shall consult with each other before issuing any press release or otherwise making any public statement (excepting filings related to this Merger which are public record) with respect to this Agreement or the other documents contemplated hereby, and shall not issue any such press release or make any such public statement prior to such consultation or as to which the other party promptly and reasonably objects, except as may be required by law.

[SIGNATURE PAGE FOLLOWS]

VIII. AGREEMENT – EXECUTION

IN WITNESS WHEREOF, each party has executed this Agreement and Plan of Merger as of the date first written above, having by duly authorized by such party's Board of Directors.

ATTEST:

Stephanie Lasota
STEPHANIE LASOTA

ALSO FOR GAY YOUTH, INC.

By: Mary Tavarozzi
Mary Tavarozzi, President

PRISM YOUTH INITIATIVE, INC.

By: _____
Valerie A. Fisher, President

VIII. AGREEMENT – EXECUTION

IN WITNESS WHEREOF, each party has executed this Agreement and Plan of Merger as of the date first written above, having by duly authorized by such party's Board of Directors.


ATTEST:

ALSO FOR GAY YOUTH, INC.

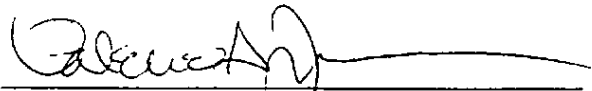
_____, Secretary

By: _____
Mary Tavarozzi, President

PRISM YOUTH INITIATIVE, INC.



Melissa A. Rhodes, Board Member

By: 

Valerie A. Fisher, President