

723303

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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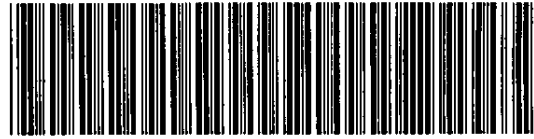
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
14 JUN -6 PM 12:05

EFFECTIVE DATE

July 1, 2014

Merger/CC
@ 6/18/14

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Tamarac Jewish Center, 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:

Jeffrey R. Eisensmith
(Contact Person)

Jeffrey R. Eisensmith, P.A.
(Firm/Company)

5561 N. University Drive, Suite 103
(Address)

Coral Springs, FL 33067
(City/State and Zip Code)

For further information concerning this matter, please call:

Nancy Small
(Name of Contact Person)

At (954) 698-0000
(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

EFFECTIVE DATE

ARTICLES OF MERGER
(Not for Profit Corporations)

July 1, 2014

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)
Tamarac Jewish Center, Inc.	Florida	723303

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Sunrise Jewish Center, Inc.	Florida	734392

14 JUN 6 11:17

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 7 / 1 / 14 (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).

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 5/13/14. The number of directors in office was 37. The vote for the plan was as follows: 31 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 May 4, 2014. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 34 FOR 5 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 _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ 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

<u>Tamarac Jewish Center, Inc.</u>	<u>Nancy Marks Small</u>	<u>Nancy Marks Small - President</u>
<u>Sunrise Jewish Center, Inc.</u>	<u>[Signature]</u>	<u>DAVID BERGER PRESIDENT</u>
<u> </u>	<u> </u>	<u> </u>
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement" or "Plan") is made and entered into this 2nd day of ~~May~~^{June}, 2014, by and among Sunrise Jewish Center, Inc. d/b/a Temple Sha-aray Tzedek, a corporation not for profit ("SJC"), and Tamarac Jewish Center, Inc. d/b/a Temple Beth Torah, a corporation not for profit ("TBT" or "Surviving Corporation").

WHEREAS, the respective Boards of Directors and memberships of SJC and TBT deem it desirable and in their best interests to merge into the Surviving Corporation (the "Merger") upon the terms and conditions set forth herein and in accordance with Chapter 617 of Florida Statutes ("Act"), as amended; and

WHEREAS, the Board of Directors and Memberships (where required) of each of SJC and TBT have approved this Plan and the merger contemplated herein; and

WHEREAS, the parties desire to make certain representations, warranties, agreements and covenants in connection with and/or with respect to the merger of each of SJC and TBT into the Surviving Corporation.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

ARTICLE I **OVERVIEW OF THE MERGER**

1.1 The Merger. At the Effective Date (as hereinafter defined), in accordance with and subject to the provisions of the Plan and the Act, SJC and TBT agree that SJC shall be merged with and into the Surviving Corporation and the separate corporate existence of SJC shall cease. The Surviving Corporation shall be the Surviving Corporation all in accordance with the Act, including, without limitation, Section 617.1106 of the Act.

1.2 Board of Directors and Congregation Approvals. To effectuate the Merger of SJC and TBT (hereinafter sometimes referred to individually as a "Congregation" and collectively as

the "Congregations") into the Surviving Corporation, and to authorize the execution of this Plan by their appropriate officers, require the approval of this Plan by each of their respective Board of Directors and by the membership of SJC by a vote of the majority of the members present at a duly called and convened membership meeting. Both TBT and SJC hereby acknowledge that these approvals have already been obtained. The Board of Directors of TBT approved and adopted the Plan at a meeting of its Board of Directors held on May 13, 2014. The Board of Directors and membership of SJC approved and adopted the Plan at a meeting held on May 4, 2014.

1.3 Effective Date. The Merger shall not become effective until, and shall become effective immediately upon the filing with the Secretary of State of the State of Florida of articles of merger containing the provisions and information required by Section 617.01201 of the Act and executed and filed in accordance with Section 617.1105 of the Act (the "Articles of Merger"), which filing shall be made as soon as practicable after the approval and execution of this Plan by all of the parties hereto or July 1, 2014 (the "Effective Date"). Upon the effectiveness of the Merger, SJC and the Surviving Corporation hereby stipulate that they will cause to be executed and/or recorded any documentation prescribed by the laws of the State of Florida and any governmental agency and further, they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

1.4 Congregation Operations After Effective Date. At the Effective Date, SJC and TBT will become legally merged into the Surviving Corporation and thereafter will commence to integrate as best and as soon as practical all aspects of their financial and administrative operations and their services as and to the extent herein set forth.

1.5 Articles of Incorporation and By-Laws. At the Effective Date, the Articles of

Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Date and shall continue in full force and effect until amended as therein provided and in the manner prescribed by the provisions of the Act which are being amended as set forth in Exhibit "1.5" attached hereto. At the Effective Date, the By-laws of the Surviving Corporation shall be the By-laws of the Surviving Corporation immediately prior to the Effective Date and shall continue in full force and effect until amended as therein provided and in the manner prescribed by the provisions of the Act which are being amended as set forth in Exhibit "1.5.1", (the "By-laws"). The provisions of this Agreement that relate to specific provisions of the By-laws are hereby incorporated into the By-laws.

1.6 Directors and Officers. At the Effective Date, the existing directors of TBT and six (6) current directors of SJC shall become the directors of the Surviving Corporation and the officers of TBT and one (1) officer of SJC (the SJC officer being chosen from one the 6 current directors of SJC) shall become the officers of the Surviving Corporation subject to the provisions of this Plan. Each such director and officer shall be subject to the provisions of this Plan and the By-laws of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-laws of the Surviving Corporation.

1.7 Members. At the Effective Date, members of each of SJC and TBT shall become and be considered members of the Surviving Corporation subject to the provisions of this Plan. Only members in good standing of SJC on the Effective Date will be afforded by the Surviving Corporation the benefits of the dues structure set forth in Paragraph 2.11 below, subject, however, to any exceptions made or authorized by the Board of Directors of the Surviving

Corporation. In addition, any member of one of the Congregations voluntarily ceasing on or after the Effective Date to be a member of the Surviving Corporation will be considered for all purposes a new member of the Surviving Corporation if such individual determines at a later date to rejoin the Surviving Corporation, including, without limitation, being subject to assessment for the then current dues and any building fund obligation or commitment required to be paid solely by a new member of the Surviving Corporation.

ARTICLE II
TERMS AND CONDITIONS OF MERGER

The parties hereto hereby acknowledge, understand, agree and covenant as follows:

2.1 Name. The name of the Surviving Corporation shall be changed to Greater Broward Jewish Center, Inc. and the new Congregation shall be known as "Temple Beth Torah Sha-aray Tzedek.

2.2 Rabbi. The Rabbi of the Surviving Corporation shall be Rabbi Michael Gold. The Rabbi shall have the final decision on all religious and ritual matters.

In the event of Rabbi's death, retirement or non-renewal of his employment contract, the Surviving Corporation shall conduct a search and select a new Rabbi.

2.3 Current Facilities of Congregations and Current Building Fund Obligation With Respect to Current Facilities.

(a) At the Effective Date, the current facilities of each of the Congregations, including, without limitation, all of the land, buildings, improvements, fixtures, personal property and all other physical assets owned by both Congregations (hereinafter sometimes referred to individually as a "Current Facility" and collectively as the "Current Facilities"), and all other tangible and intangible property and assets of each of the Congregations (including without limitation, any outstanding or unpaid dues, pledges, building fund obligations or

commitments, assessments, school fees, bar and bat mitzvah fees and other unpaid contributions and obligations and all funds, trusts, endowments of a Congregation) shall become the property and assets of and be transferred to the Surviving Corporation, subject, of course, to the existing liabilities and obligations and rights of the two Congregations as of the Effective Date. The Current Facility of SJC will continue to be operated until the Effective Date, after which the Current Facility will be sold to purchaser(s) and for a purchase price and on such terms as determined by the Board of Directors of the Surviving Corporation. This sale may also take place prior to the Effective Date in the event a suitable purchaser has entered into a contract and the then existing Board of Directors of TBT and SJC approve the sale. The proceeds of such sales shall be used for the benefit of the Surviving Corporation and its members.

(b) Any outstanding building fund obligations or commitments of members of TBT and SJC as of the Effective Date made or pledged will be required to be met and paid as and when due by the members so obligated and such payment obligations will be transferred to the Surviving Corporation.

2.4. Executive Committee, Board of Directors, Officers and Nominating Committee.

(a) As if July 1, 2014, and for the one and one-half year period commencing on such date and ending on December 31, 2015, the Executive Committee of the Surviving Corporation shall be comprised of fourteen (14) members from TBT and three (3) members from SJC. The current Board of Directors of SJC shall determine the two (2) representatives who will sit on the Executive Committee. The positions on such Executive Committee will be the same as currently comprise TBT's Executive Committee, except for the two (2) additional members discussed above and a Vice President-a-Large position shall be added to the Executive Committee to be filled by a member of SJC which position shall remain intact through December 31, 2016. All

positions discussed in this paragraph that are to be filled by members of SJC shall be determined by the current Board of Directors of SJC.

(b) Effective January 1, 2015, the Executive Committee and the officers of the Surviving Corporation shall be determined and nominated and elected pursuant to the By-laws of the Surviving Corporation without regard to Congregation affiliation or nonaffiliation as of the Effective Date.

(c) For the one and one-half year period commencing July 1, 2014, SJC shall have the right to have up to six (6) members of the Board of Directors of the Surviving Corporation. These six (6) members shall include the two (2) Executive Committee members and one (1) Vice-President at Large as set forth above. Effective January 1, 2016, the Board of Directors of the Surviving Corporation shall be determined and nominated and elected pursuant to the By-laws of the Surviving Corporation without regard to Congregation affiliation or nonaffiliation as of the Effective Date. All positions discussed in this paragraph that are to be filled by members of SJC shall be determined by the current Board of Directors of SJC.

(d) For the one and one-half period commencing July 1, 2014, SJC shall have the right to appoint two (2) members to the nominating committee (the "Nominating Committee") of the Surviving Corporation which will nominate officers and directors of the Surviving Corporation. During this period, the Nominating Committee will have nine (9) members. Thereafter, the Nominating Committee will be comprised of seven (7) members without regard to Congregation affiliation or nonaffiliation as of the Effective Date.

(e) The standing committees and other committees of each Congregation shall operate and function under the supervision of the Board of Directors of the Surviving Corporation.

2.5 Religious School.

(a) The current director of TBT's Religious School shall remain intact subject to the terms of her Employment Agreement and the discretion of the Board of Directors of the Surviving Corporation.

(b) The budgets, operations and administration of the religious schools of both Congregations shall be integrated as of July 1, 2014.

2.6 Early Childhood/Toddler Programs.

TBT currently has an Early Childhood Program which shall remain in tact and be subject to the supervision and control of the Board of Directors of the Surviving Corporation.

2.7 Youth.

There shall be one Youth Director as of the Effective Date and integration shall take place as soon as possible. The current Youth Director is anticipated to be the Youth Director for integrated program. The program shall be subject to the supervision and control of the Board of Directors of the Surviving Corporation.

2.8 Temple Administrator.

The current Temple Administrator for TBT shall remain in that position subject to the discretion of the Board of Directors of the Surviving Corporation.

2.9 Employees.

All employees of each Congregation shall serve at the discretion of the Board of Directors of the Surviving Corporation. It is anticipated that Florence Herman_ and Joe and Jean Marie Mazzarawill continue in some capacity with the Surviving Corporation at the discretion of its Board of Directors. All existing contracts with professionals will continue subject to the terms of their Employment Agreements.

2.10 Caterer.

(a) TBT and SJC hereby acknowledge that TBT currently has a panel of several caterers who shall remain subject to their contracts and the discretion of the Board of Directors of the Surviving Corporation. SJC's current caterer, Gourmet Event Chef, Inc., is welcome to join the panel of caterers.

(b) SJC will terminate its contract with its caterer prior to any purchaser taking possession of SJC's Current Facility or at such other time as shall be determined by the Board of Directors of the Surviving Corporation.

2.11 Dues.

TBT's dues structure shall be maintained subject to change by the Board of Directors of the Surviving Corporation. SJC's current due structure shall be permanently maintained for those members, as of the Effective Date, in the "Senior Dues" category. For all other SJC membership categories who are members as of the Effective Date, the current dues structure shall be maintained for a period of seven (7) years from the Effective Date. Thereafter, dues shall increase over a period of the following three (3) years at which time, dues shall be the then current rate.

2.12 High Holiday Seating.

(a) Members of SJC shall have the opportunity to buy High Holiday seats at the following rates:

1. Fifty percent (50%) of the current rate, as adjusted from time to time, charged to TBT Congregants for purchases or rental of pew seats.
2. Fifty dollars (\$50.00) per seat for all seats other than pew seats.

These prices shall remain in effect for the same period of time that the dues structure will be

maintained as set forth in Paragraph 2.11.2.13 Yahrzeit Plaques and Other Personal Property. Yahrzeit Plaques of both Congregations shall be placed at TBT's Current Facility pursuant to the procedure set forth in the attached letters which were mailed to plaque owners of both Congregations. Copies of the letters are attached hereto as Exhibit "2.13 " to this Agreement. All other items of personal property including SJC's Torah Scrolls shall be sold or moved to locations determined by the Merger Committees of both Congregations

2.14. Bar/Bat Mitzvahs, Weddings, etc.

The Surviving Corporation shall make every effort to maintain all previously scheduled bookings for upcoming events. Bookings for future events shall be on a first come, first serve basis.

2.15 Men's Club and Sisterhood. As of July 1, 2014, the Men's Club and Sisterhood of SJC shall be merged into the Men's Club and Sisterhood of TBT. The members of the Men's Club and the Sisterhood of SJC shall be given an equal opportunity by the respective TBT organizations to hold offices in such organizations commencing July 1, 2014 and both organizations shall use all reasonable efforts to integrate the members of SJC Men's Club and Sisterhood into their respective organizations at TBT.

2.16 Fiscal Year. The last day of the fiscal year of the Surviving Corporation shall be the 30th day of June.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF TBT AND SJC

Both TBT and SJC represent and warrant to the other with respect to itself as follows:

3.1 Organization and Authority; Binding Obligation.

3.1.1. They are not for profit corporation duly organized, validly existing and in

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good standing under the laws of the State of Florida. They have the full corporate power and authority to own its property and to carry on its business as now being conducted, to execute and deliver this Plan, to consummate the transactions contemplated hereby and to perform its obligations hereunder. It has taken, and will hereafter take on a timely basis, all corporate and other legal action required to authorize the execution and delivery of this Plan and the transactions contemplated hereby. Without limiting the generality of the foregoing sentence, its Board of Directors and membership (where required) duly called and convened meetings in which a quorum was acting throughout have duly approved and authorized the Merger and the execution and delivery of this Plan and the transactions contemplated hereby as and in the manner provided in its By-laws and/or Section 617.01201 of the Act.

3.1.2. This Plan has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

3.2 Articles of Incorporation and By-laws. Copies of its Articles of Incorporation and By-laws in the form delivered to the other of them are true and complete copies of such instruments as amended to the date of this Plan, are in full force and effect on the date hereof.

3.3 Consents and Approvals; No Violation. Except for such matters which would not have materially adverse effect upon the Surviving Corporation, neither the execution and delivery of this Plan nor the consummation of the transactions contemplated hereby will (a) conflict with or result in any breach or violation of, or create a default or loss of material benefit under, or permit the acceleration of (whether after the giving of notice or lapse of time or both) any obligation under, or result in the creation or imposition of any mortgage, lien, charge,

security interest, encumbrance, restriction, structure or claim or right of another (collectively "Encumbrance") Upon it or its properties or assets pursuant to, any provision of its Articles of Incorporation of By-laws or any written or oral contract, note, bond, mortgage, indenture, license, agreement, lease, commitment, sales or purchase order, plan, permit or other instrument or document to which it is bound or is a party (collectively "contracts"); it being specifically understood that it has obtained to the extent required all necessary consents, approvals or waivers of third parties prior to the date hereof; or (b) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which is subject. No consent, approval, order or authorization of, or registration, declaration or filing with, any federal, state, municipal or local governmental authority (or any public body or authority) is required by or with respect to it in connection with the execution and delivery of this Plan and the consummation of the transactions contemplated hereby except for the filing of the Articles of Merger.

3.4 Financial Statements. Both Congregations have exchanged appropriate financial information and financial statements. The financial statements have been consistently prepared and present accurately and fairly its financial position and the results of its operations as of the respective dates of such financial statements and for the respective periods then ended. Its financial statements, make, and will make, full and adequate disclosure of, and provision for, all of its debts, obligations and liabilities as of the respective dates thereof. Except as set forth in the balance sheets included in its financial statements and/or in the Schedules and Exhibits to the Plan, there are, to the best of its knowledge, no liabilities, debts, claims or obligations, whether accrued, absolute, contingent or otherwise, whether due or to become due, which could materially and adversely affect the Surviving Corporation or its assets or rights taken as a whole

on or after the Effective Date.

3.5 Real Property and Leases. Both Congregations own all of the land, properties, buildings, facilities, structures, fixtures and other improvements on which they operate or which are used in connection with the operations at its Current Facility. To the best of its knowledge, the activities carried on in all buildings, facilities, structures, fixtures and other improvement included as part of its real property, and the buildings, facilities, structures, fixtures, and other improvements themselves, are not in violation of, or in conflict with, any applicable zoning regulation or ordinance or an other similar law, statute, regulation or ordinance. To the best of its knowledge, all material covenants or other restrictions (if any) to which any of its real property is subject are being in all respects properly performed and observed and it has not received any notice of violation (or claimed violation) thereof. Any such material covenant or other restriction which would have a material adverse effect on the future use of its Current Facility for other than a synagogue has been disclosed to the other of them to the extent known to it including an existing mortgage in favor of Wells Fargo Bank.

3.6 Employee Benefit Plans and Employment Agreements. Except for the Employment Agreements TBT has entered into with its Rabbi, Cantor, Youth Director, Temple Administrator and Preschool Director, both Congregationas are not a party to and do not participate in or have any liability with respect to any retirement deferred compensation, pension or similar plan or arrangement or any employment agreement, contract or arrangement which extends beyond it current fiscal year.

3.7 Contracts. To the best of its knowledge, Schedule 3.7.1 (in the case of TBT) and Schedule 3.7.2 (in the case of SJC) is a list of all true, correct and complete contracts which have been made available to the other party. These contracts consist of the following types to

which it is a party:

(a) each agreement, contract or arrangement of employment which extends beyond or relates to any period after the end of its current fiscal year;

(b) each bonus, pension, profit-sharing, retirement, deferred compensation, supplementary compensation, termination or severance pay, hospitalization, insurance or other plan providing employee benefits;

(c) each contract, agreement, arrangement, note or other Contract relating to the borrowing or lending of monies or the guarantee of any obligation for borrowed money or otherwise; excluding endorsements made for purposes of collection in the ordinary course of business; and

(d) each Contract (i) continuing for any period beyond the term of its current fiscal year involving payments and/or liabilities in excess of \$2,500 in any fiscal year or \$5,000 in the aggregate or (ii) for which the cost, expense or expenditure thereunder is not covered under its current budget.

It has, to the best of its knowledge, made available to the other of them true, correct and complete copies of each of its Contract covered by this Section 3.7.

3.8 No Defaults or Violations.

(a) To the best of its knowledge, neither Congregation has materially breached any provisions of, nor has it been declared in material default under the terms of, any Contract or other arrangement to which it is a party or under which it has any rights or by which it is bound; and

(b) To the best of its knowledge, (i) neither Congregation is in any material violation or default of or with respect to any order of any court or governmental authority

applicable to its business or operations; (ii) none of the properties owned by it or the occupancy or operation thereof is in material violation of any federal, state or local law, statute, code, rule, regulation ordinance, order decree, or governmental requirement, including, without limitation, any building, zoning or other ordinance, code or regulation applicable to it (collectively "Law").

3.9 Litigation. To the best of their knowledge, there are no actions, suits, labor dispute or other litigation, legal or administrative proceedings or governmental investigations pending or threatened against or affecting it, its business, assets or operations or any of its officers, directors or employees in their capacity as such, or relating to the transactions contemplated by this Plan. It is not subject, to the best of its knowledge, to any order, judgment, decree, stipulation, or consent of or with any court or governmental authority which has, or may have, a material adverse effect on its or with the Surviving Corporation's financial condition or the results of its or the Surviving Corporation's operations.

3.10. Insurance. To the best of their knowledge, both Congregations have provided to the other an accurate and complete list of all material policies of fire, liability, workmen's compensation, title, casualty and other forms of insurance owned or held by it or under which it or its properties are insured and, to the best of its knowledge, it has made available for inspection by the other of them a true and complete copy of all such policies. To the best of their knowledge, all such policies are in full force and effect covering all periods up to and including the date hereof have been paid, and not notice of cancellation or termination has been received with respect to any such policy. To the best of their knowledge, such policies (a) are sufficient for compliance with all requirements of law and of all Contracts to which it is a party or is bound; and (b) are valid, outstanding and enforceable policies and will remain so after the Effective Date and the Merger.

3.12 Consents. No notice to, filing with, authorization of, exemption by, or consent of any individual, partnership corporation, trust, bank or other lending institution or any other entity of any kind (collectively "Person") or governmental authority is as of the date hereof required to consummate the transactions contemplated by this Plan or required to avoid a breach, default or violation by it of any Contract to which it is a party or bound, and of the foregoing having previously been obtained by it and copies provided to the other parties hereto.

ARTICLE IV

MISCELLANEOUS

4.1 Entire Agreement. This Plan sets forth the entire understanding between the parties concerning the subject matter of this Plan and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Plan other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this plan (or any officer, director, employee or agent thereof) to induce any other party to enter into this Plan or to abide by or consummate the transactions contemplated by any terms of this Plan, except representations and warranties expressly set forth herein. No alteration, amendment, change or addition to this Plan shall be binding upon any party hereto unless in writing and signed by the party to be charged.

4.2 Exhibits and Schedules. All of the Exhibits and Schedules to this Plan are incorporated in and an integral part of this Plan. In the event any of Schedule referenced to in the text of this Plan is omitted because no exceptions, disclosures and/or information was required or intended to be set forth thereon.

4.3 Public Announcements. Until such time as may be mutually agreed upon by the

parties to this Plan, neither party hereto shall, without the approval of the other party, make or cause to be made any press release or other public announcement that directly or indirectly discloses the transactions contemplated by this Agreement, except as and to the extent that each party hereto is so obligated by law. Each party, except as reasonably necessary to complete the transactions contemplated hereby and except as otherwise permitted by this Section, shall take all reasonable precautions to maintain confidentiality of the terms and conditions of this Plan and the transactions contemplated hereby.

4.4 Counterparts. This Plan may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or photocopy signature on this Plan shall be deemed to have the same force and effect as an original signature, and to the fullest extent permitted by applicable law, may be used in lieu of an original signature to evidence the execution and delivery of the document, certificate or instrument to which such facsimile or photocopy signature is attached.

4.5 Headings. The headings preceding the text of Articles and Sections of this Plan are for convenience only and shall not be deemed part of this Plan.

4.6 Applicable Law. This Plan shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida.

4.7 Assignment. This Plan shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal successors. No assignment of any rights, benefits or obligations hereunder shall be made by any party hereto.

4.8 Severability. If any provision of this Plan shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any way affect or impair the validity, legality or enforceability of this Plan or any

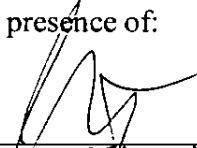
of the other provisions hereof, and there shall be substituted for the provision at issue a valid and enforceable provision as similar as possible to the provision at issue.

4.9 Gender. Wherever in the Plan the masculine gender is used, it shall be deemed to include the feminine or neuter and vice versa; and the use of the singular or plural shall be deemed to include the other.

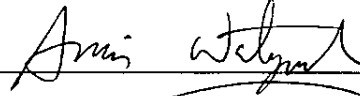
4.10 Further Assurances. Each party hereto covenants and agrees with the other parties that each of them shall upon the reasonable request of the other of them so, execute or cause to be made, done or executed all such further and lawful acts, deeds, things, devices, assignments, agreement, certificates, instruments, documents, consents and assurances whatsoever for the better or more perfect and absolute performance of the terms, conditions and provisions of this Plan.

IN WITNESS WHEREOF, each of the parties hereto has executed this Plan as of the date first above written.

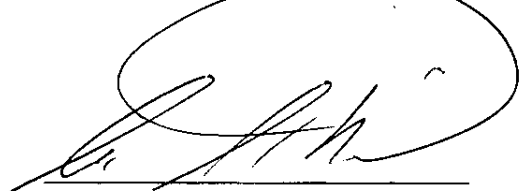
Signed and delivered
In the presence of:



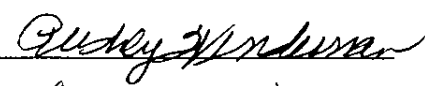
JEFFREY D. EISENBERG



AMIR WATYNSKI

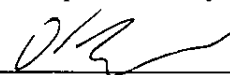


A. I. SCHWEITZER



AUDREY WINDEKMAN

Sunrise Jewish Center, Inc. d/b/a
Temple Sha-aray Tzedek

By: 

David Berger, President

Tamarac Jewish Center, Inc. d/b/a/
Temple Beth Torah

By: 

Nancy Small, President