

751965

Florida Department of State

Division of Corporations
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MERGER OR SHARE EXCHANGE

Alzheimer's Disease and Related Disorders Association

Certificate of Status	0
Certified Copy	1
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April 27, 2007

FLORIDA DEPARTMENT OF STATE

Division of Corporations
ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION,
4700 NORTH CONGRESS AVENUE
SUITE 101
WEST PALM BEACH, FL 33407

SUBJECT: ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, SOUTHEAST
FLORIDA CHAPTER, INC.
REF: 751965

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

Please entitle your document Articles of Merger.

Please remove the words "certificate of ownership and merger" from the title. Please have the president of the Alzheimer's Disease and Related Disorders Association Greater Miami Chapter, Inc. print his name underneath his signature on page 11.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

FAX Aud. #: H07000113984
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P.O BOX 6327 - Tallahassee, Florida 32314

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STATE OF FLORIDA 2007 APR 26 PM 3: 21
ARTICLES OF MERGER

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGING

**ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, GREATER
MIAMI AREA CHAPTER, INC.,**

a corporation organized and existing under the laws of the State of Florida

INTO

**ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION,
SOUTHEAST FLORIDA CHAPTER, INC.,**

a corporation organized and existing under the laws of the State of Florida

FIRST: Alzheimer's Disease and Related Disorders Association, Greater Miami Area Chapter, Inc., a Florida corporation, has been merged into Alzheimer's Disease and Related Disorders Association, Southeast Florida Chapter, Inc., a Florida corporation

SECOND: The name of the surviving company is Alzheimer's Disease and Related Disorders Association, Southeast Florida Chapter, Inc.

THIRD: The jurisdiction in which Alzheimer's Disease and Related Disorders Association, Southeast Florida Chapter, Inc. is the State of Florida.

FOURTH: An Agreement of Merger has been approved and executed by each of the business entities which are to merge. No members are entitled to vote in each corporation. The Board of Directors of Alzheimer's Disease and Related Disorders Association, Greater Miami Area Chapter, Inc. has no members and therefore no members to vote to approve the merger; it has two directors on the Board of Directors and those directors unanimously approved the merger at a duly constituted meeting of the Board of Directors held on November 30, 2006. The Board of Directors of Alzheimer's Disease and Related Disorders Association Southeast Florida Chapter, Inc., has no members and therefore no members to vote to approve the merger; it has ten directors on the Board of Directors and those directors unanimously approved the merger at a duly constituted meeting of the Board of Directors held on November 30, 2006.

FIFTH: No revision to the articles of corporation of the surviving company, Alzheimer's Disease and Related Disorders Association, Southeast Florida Chapter, Inc. is required and no revision has been made.

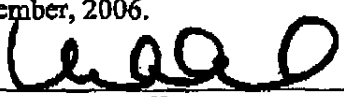
SIXTH: The merger is to be effective on the later of November 30, 2006 or the date of approval by the State of Florida.

SEVENTH: The Merger Agreement and Plan of Merger is on file at the offices of Alzheimer's Disease and Related Disorders Association, Southeast Florida Chapter, Inc., at the

company's office address of: Alzheimer's Association, Southeast Florida Chapter, 4700 North Congress Avenue, Suite 101, West Palm Beach, FL 33407.

EIGHTH: A copy of the Merger Agreement and Plan of Merger will be furnished by Alzheimer's Disease and Related Disorders Association, Southeast Florida Chapter, Inc. on request and without cost, to any shareholder.

IN WITNESS WHEREOF, Alzheimer's Disease and Related Disorders Association, Southeast Florida Chapter, Inc. has caused this certificate to be signed by its authorized representative on this 30th day of November, 2006.

By: 

Mark Pafford

Its: Executive Director

H07000113984 3

May-01-2007 11:45am From-RUDEN MCCLOSKEY 17 FL ST

9547644886

T-648 P.005/012 F-501

MERGER AGREEMENT

BETWEEN

**ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, GREATER MIAMI AREA
CHAPTER, INC.**

and

**ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, SOUTHEAST FLORIDA
CHAPTER, INC.**

November 30, 2006

HD7000113984 3

MERGER AGREEMENT AND PLAN OF MERGER

This Merger Agreement and Plan of Merger (this "Agreement") is made and entered into on November 30, 2006, by and between **ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, SOUTHEAST FLORIDA CHAPTER, INC.**, a non-profit Florida corporation ("SEF Chapter") and **ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, GREATER MIAMI AREA CHAPTER, INC.**, a Florida non-profit corporation ("Miami Chapter").

RECITALS

The following is a recital of facts underlying this Agreement.

- A. SEF Chapter and Miami Chapter are both Florida corporations and the companies operate complementary businesses providing care and support for Alzheimer's patients.
- B. Miami Chapter desires to be merged into SEF Chapter with SEF Chapter as the surviving entity.
- C. It is intended that the Merger will result in the assets of Miami Chapter being treated as contributions of capital to SEF Chapter.
- E. It is intended that this Agreement shall constitute a "Plan of Merger" for all purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the parties set forth herein and intending to be bound hereby, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the provisions of the Florida Corporations Act (the "Act"), Miami Chapter shall be merged with and into SEF Chapter as soon as practicable following the satisfaction or waiver of the conditions set forth in Article VI. Following the Merger, the separate corporate existence of Miami Chapter shall cease, and SEF Chapter shall continue its existence under the laws of Florida. SEF Chapter, in its capacity as the entity surviving the Merger, is hereinafter sometimes referred to as the "Surviving Entity."

1.2 Effective Time. The Merger shall be consummated on the date of the Closing (as defined in Section 6.1) by filing with the Secretary of the State of Florida a certificate of merger (the "Certificate of Merger") in such form as is required by and executed in accordance with the Act. The Merger shall become

effective (the "Effective Time") when such documents have been filed or at such later time as shall be specified in the Certificate of Merger.

1.3 Effects of the Merger/Conversion of Company Common Stock. The following shall constitute effects of the Merger:

1.3.1 Effects. The Merger shall have the effects set forth in the Act.

1.3.2 Conversion of Member Interests. At the Effective Time, by virtue of the Merger and without any further action on the part of the parties, all of the stock of Miami Chapter shall be retired to the treasury of the surviving corporation, SEF Chapter and by virtue of the Merger and without any action on the part of the holder thereof, shall no longer be outstanding and shall be cancelled and retired and shall cease to exist, and each shareholder of Miami Chapter shall thereafter cease to have any rights with respect to such dissolved entities.

1.4 Manager. From and after the Effective Time, the Executive Director of SEF Chapter shall be the Executive Director of Miami Chapter.

1.5 Additional Actions. If, at any time after the Merger, any further deeds, assignments or assurances in law or any other acts shall be necessary or desirable to vest, perfect or confirm, of record or otherwise, in SEF Chapter, its right, title or interest in, to or under any of the rights, properties or assets of Miami Chapter, or otherwise carry out the provisions of this Agreement, Miami Chapter shall be deemed to have granted to SEF Chapter an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law and to take all acts as are reasonably necessary, proper or desirable to vest, perfect or confirm title to, and possession of such rights, properties or assets in SEF Chapter and otherwise to carry out the provisions of this Agreement, and the Executive Director of SEF Chapter is authorized in the name of Miami Chapter or otherwise to take any and all such action.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SEF CHAPTER

In order to induce Miami Chapter to enter into this Agreement, SEF Chapter hereby represents and warrants to Miami Chapter that the statements contained in this Article II are true, correct and complete.

2.1 Organization and Standing. SEF Chapter is a corporation, duly organized, validly existing and in good standing under the laws of the State of Florida with full power and authority to own, lease, use and operate its properties and to conduct its business as and where now owned, leased, used, operated and conducted and is not in default in the performance, observance or fulfillment of any provision of its Articles of Incorporation or Bylaws.

2.2 Power and Authority. SEF Chapter has all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement, related agreements and documents necessary or helpful to effectuating the transactions contemplated by this Agreement, and the consummation of the

transactions contemplated hereby have been duly authorized by all necessary action by SEF Chapter in accordance with its Articles of Incorporation and Bylaws. This Agreement has been duly executed and delivered by SEF Chapter, and constitutes the legal, valid and binding obligations of SEF Chapter, enforceable against it in accordance with its terms.

2.3 Capitalization of SEF Chapter. As of the date of this Agreement, the shareholders of SEF Chapter own their shares free of liens and charges.

2.4 Conflicts, Consents and Approval. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not:

2.4.1 Conflict with, or result in a breach of any provision of the Articles of Incorporation or the Bylaws of SEF Chapter;

2.4.2 Violate, or conflict with, or result in a breach of any provision of, or constitute a default of any agreement or instrument to which SEF Chapter is a party or result in any loss of any benefit under, or entitle any party to terminate, accelerate or call a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of SEF Chapter;

2.4.3 Violate any order, writ, injunction, decree, statute, rule or regulation, applicable to SEF Chapter or its properties or assets; or

2.4.4 Require any action or consent or approval of, or review by, or registration or filing with any third party or any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory body, agency, instrumentality or authority (a "Governmental Authority").

2.5 Acquiring Not for Resale. SEF Chapter is acquiring Miami Chapter pursuant to this Agreement not with a view toward or for resale in connection with any distribution thereof, or with any intention of distributing or selling such securities in violation of the Securities Act.

ARTICLE III

REPRESENTATIONS AND WARRANTIES AS TO MIAMI CHAPTER

In order to induce SEF Chapter to enter into this Agreement, Miami Chapter hereby represents and warrants to SEF Chapter that the statements contained in this Article III are true, correct and complete.

3.1 Organization and Standing. Miami Chapter is a corporation, duly organized, validly existing and in good standing under the laws of the state of Florida with full power and authority to own, lease, use and operate its property and to conduct its business as and where now owned, leased, used, operated and conducted and is not in default in the performance, observance or fulfillment of any provision of its Articles of Incorporation or Bylaws.

3.2 Power and Authority. Miami Chapter has all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement, related agreements and documents necessary or helpful to effectuating the transactions contemplated by this Agreement, and the consummation of the

transactions contemplated hereby have been duly authorized by all necessary action by Miami Chapter. This Agreement has been duly executed and delivered by Miami Chapter and constitutes the legal, valid and binding obligation of Miami Chapter, enforceable against it in accordance with its terms.

3.3 Capitalization of Miami Chapter. As of the date of this Agreement, the shareholders of Miami Chapter own their shares free of liens and charges.

3.4 Conflicts, Consents and Approval. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not:

3.4.1 Conflict with, or result in a breach of any provision of the Articles of Incorporation and Bylaws of Miami Chapter;

3.4.2 Violate, or conflict with, or result in a breach of any provision of, or constitute a default of any agreement or instrument to which is a party or result in any loss of any benefit under, or entitle any party to terminate, accelerate or call a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Miami Chapter;

3.4.3 Violate any order, writ, injunction, decree, statute, rule or regulation, applicable to Miami Chapter or its properties or assets; or

3.4.4 Require any action or consent or approval of, or review by, or registration or filing with any third party or any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory body, agency, instrumentality or authority (a "Governmental Authority").

ARTICLE IV COVENANTS OF THE PARTIES

The parties hereto agree as follows with respect to the period from and after the execution of this Agreement.

4.1 Cooperation. Each of the parties shall use its reasonable efforts to take all action and to do all things necessary to consummate the transactions contemplated hereby (including, without limitation, using its reasonable efforts to cause the conditions set forth in Article V for which they are responsible to be satisfied as soon as reasonably practicable and to prepare, execute and deliver such further instruments and take or cause to be taken such other and further action as any other party hereto shall reasonably request).

4.2 Disclosure of Confidential Information. Except to the extent authorized by the express prior written consent of a party, the other parties to this Agreement shall not disclose any Confidential Information as defined herein, except as such disclosure may be required by law or any legal process. Confidential Information shall include, without limitation, all information regarding the products, services, customers, business plans, methods and procedures, accounting data, contract forms, commission structures, business and financial models, files and accounting and financial data of a party to this Agreement. Without limiting the generality of the foregoing, the parties acknowledge and agree that all of the Confidential Information is a trade secret under the laws of the State of Florida and that the Confidential Information derives independent economic value, actual or potential, from not being generally known to the public or other persons

or entities which can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, the applicable provisions of this Agreement being an example of such efforts.

ARTICLE V

CLOSING

The closing (the "Closing") of the Merger shall take place on November 30, 2006.

ARTICLE VI

TERMINATION AND AMENDMENT

6.1 Termination. This Agreement may be terminated at any time prior to the Closing Date by any party and the effect of such termination is that this Agreement shall be deemed to be null and void *ab initio* and each party shall pay its own expenses incurred to the date of termination and neither party shall have a claim or cause of action against the other as a result of the termination. Termination may be affected only by a party giving notice to the other parties to this Agreement in the manner provided herein for giving notice.

6.2 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VII

MISCELLANEOUS

7.1 Survival of Representations and Warranties. All representations and warranties made by the parties in this Agreement, or in connection with the negotiation, execution and performance of this Agreement, shall survive the Closing. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of the parties to complete the Closing, each party shall be entitled to rely upon the representations and warranties set forth herein, and none of such representations and warranties shall be deemed waived or modified in any respect by reason of any such investigation.

7.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally recognized overnight courier service to the party to be served notice at the following address: Alzheimer's Association, Southeast Florida Chapter, North Broward Medical Center, 201 East Sample Rd., Deerfield Beach, FL 33407.

7.3 Headings. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.4 Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same fully integrated Agreement.

7.5 Entire Agreement. This Agreement and the exhibits and schedules attached to it and signed or initialed by the parties constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, agreements or representations by or among the parties, written and oral, with respect to the subject matter hereof and thereof.

7.6 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to create any third party beneficiaries.

7.7 Governing Law; Resolution of Disputes. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

7.8 Remedies for Breach. A party to this Agreement shall be entitled to seek and enforce all remedies available to it under this Agreement, by law or at equity, without an election of remedies.

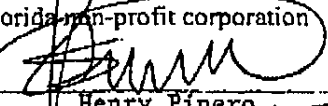
7.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7.10 Expenses. Except as otherwise specifically provided herein, each of the parties shall pay and be responsible for their own costs and expenses associated with the transactions contemplated hereby.

7.11 Severability. In the event that this Agreement, or any of its provisions, or the performance of any provision, is found to be illegal or unenforceable under applicable law now or hereafter in effect, the parties shall be excused from performance of such portions of this Agreement as shall be found to be illegal or unenforceable under applicable law without affecting the validity of the remaining provisions of this Agreement; provided, that the remaining provisions of this Agreement shall in their totality constitute a commercially reasonable agreement. Should any method of termination of this Agreement or a portion thereof be found to be illegal or unenforceable, such method shall be reformed to comply with the requirements of applicable law so as, to the greatest extent possible, to allow termination by that method. Nothing herein shall be construed as a waiver of any party's right to challenge the validity of such law.

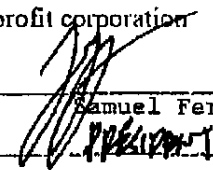
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their signatures below:

ALZHEIMER'S DISEASE AND
RELATED DISORDERS
ASSOCIATION, GREATER
MIAMI CHAPTER, INC.
a Florida non-profit corporation

By: 
Henry Pintero
Its: President

"Miami Chapter"

ALZHEIMER'S DISEASE AND
RELATED DISORDERS
ASSOCIATION, SOUTHEAST
FLORIDA CHAPTER, INC., a Florida
non-profit corporation

By: 
Samuel Ferreri
Its: President

"SEF Chapter"