

727136

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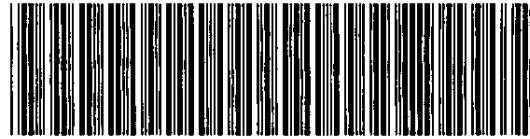
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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 APR 12 PM 2:29

Merger

APR 22 2013

T. BROWN

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Samaritan Center of South Florida, 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:

VERNA P. REIZEN  
(Contact Person)

Samaritan Center of South Florida, Inc.  
(Firm/Company)

101 S.E. 3rd Avenue  
(Address)

Fort Lauderdale, FL 33301  
(City/State and Zip Code)

For further information concerning this matter, please call:

VERNA P. REIZEN At ( 305 ) 944-1153  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
(Not for Profit Corporations)

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DIVISION OF CORPORATIONS  
13 APR 12 PM 2:29

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)
<u>Samaritan Center of South Florida, Inc.</u>	<u>Florida</u>	<u>727136</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>The Counseling Ministry of South Florida, Inc.</u>	<u>Florida</u>	<u>764984</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

**OR**        /    /    (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

*(Attach additional sheets if necessary)*

**Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the surviving corporation on \_\_\_\_\_.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:  
\_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**SECTION II**

(CHECK IF APPLICABLE) ☒ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ 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 February 19, 2013 \_\_\_\_\_. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 6 FOR 0 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.

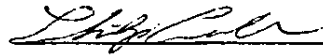
Typed or Printed Name of Individual & Title

Samaritan Center of South Florida, Inc.



William Brockman, Chairman of the Board

The Counseling Ministry of South Florida, Inc.



Philip Carroll, President of the Board

\_\_\_\_\_

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PLAN OF MERGER

by and between

SAMARITAN CENTER OF SOUTH FLORIDA, INC.

and

THE COUNSELING MINISTRY OF SOUTH FLORIDA, INC.

Dated as of February 19, 2013

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## **PLAN OF MERGER**

THIS PLAN OF MERGER (this "**Agreement**"), dated as of the 19<sup>th</sup> day of February, 2013 (the "**Effective Date**"), is by and between Samaritan Center of South Florida, Inc., a Florida corporation not for profit ("**SCSF**"), and The Counseling Ministry of South Florida, Inc., a Florida corporation not for profit ("**CMSF**").

### **WITNESSETH:**

**WHEREAS**, SCSF and CMSF have entered into that certain letter agreement executed December 24, 2012, (the "**Letter**") setting forth the principal terms of the proposed transaction pursuant to which CMSF would merge with and into SCSF (the "**Merger**");

**WHEREAS**, each of the Board of Directors of CMSF and the Board of Directors of SCSF have determined the Merger to be in the best interests of these respective corporations, subject to the terms and conditions set forth herein;

**WHEREAS**, the parties intend that the Merger shall qualify as a reorganization described in Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and that this Agreement shall constitute a plan of reorganization; and

**NOW, THEREFORE**, in consideration of the premises and the agreements herein contained, the parties hereby agree as follows:

### **ARTICLE 1** **THE MERGER**

Section 1.1 **The Merger**. Upon the terms and subject to the conditions set forth herein, on the Effective Date, CMSF shall be merged with and into SCSF.

Section 1.2 **Required Filings**. The parties agree to make the required filing associated with the consummation of the Merger, the form of which is attached as an exhibit to this Agreement, with the applicable government entities.

Section 1.3 **Effects of Merger**. Upon consummation of the Merger, in accordance with this Agreement and applicable law:

(a) SCSF and CMSF shall be a single entity which shall be known as "Samaritan Center of South Florida, Inc." and which shall survive the Merger for that purpose (the "**Surviving Entity**").

(b) The separate existence of CMSF shall cease.

(c) SCSF shall possess all of the rights, privileges, immunities, powers and franchises previously possessed by it and those possessed by CMSF and shall be subject to all the restrictions, disabilities, and duties of CMSF to the extent such rights, privileges, immunities, powers, franchises, restrictions, disabilities and duties are applicable to the form of existence of SCSF.



(d) All of the property and assets of whatsoever kind or description of CMSF and all debts due on whatever account to it shall be vested in SCSF without the necessity of any further act or deed.

(e) SCSF shall be responsible for all the liabilities and obligations of CMSF now existing or hereafter.

Section 1.4 Further Assurances. At and after the Effective Date, the officers of SCSF shall be authorized to execute and deliver, in the name and on behalf of SCSF or CMSF, any deeds, bills of sale, assignments or assurances or any other acts or things that are necessary, desirable or proper to take and do, in the name and on behalf of SCSF or CMSF, any other actions and things necessary to vest, perfect or confirm, of record or otherwise, in SCSF any and all right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the constituent corporations to the Merger. At and after the Effective Date, the former officers of CMSF will take and do any commercially reasonable actions and things necessary to vest, perfect or confirm, of record or otherwise, in SCSF any and all right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the constituent corporations to the Merger.

## **ARTICLE 2**

### **MANNER OF CONVERSION**

CMSF is formed on a non-stock, non-membership basis and, therefore, there shall be no conversion of shares or interests into membership interests in SCSF. SCSF is formed on a non-stock, non-membership basis and no membership interests shall be granted in connection with the Merger.

## **ARTICLE 3**

### **REPRESENTATIONS AND WARRANTIES OF SCSF**

SCSF hereby represents and warrants to CMSF as follows:

Section 3.1 Organization, Standing and Power. SCSF is a corporation not for profit duly organized, validly existing and in good standing under the laws of the State of Florida and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

Section 3.2 Nonprofit Status. SCSF is a nonprofit corporation as defined in Section 501(c)(3) of the Code. SCSF is exempt from taxation under federal law and the laws of the State of Florida.

Section 3.3 Authority. SCSF has full corporate power and authority to execute and deliver this Agreement and to consummate the Merger. The execution and delivery of this Agreement and the consummation of the Merger have been duly and validly approved by all necessary action by or on behalf of SCSF. This Agreement has been duly and validly executed and delivered by SCSF and (assuming due authorization, execution, and delivery by CMSF) constitutes a valid and binding obligation of SCSF, enforceable against SCSF in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization,

moratorium, and other similar laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

Section 3.4 Financial Statements. To the knowledge of SCSF staff, the financial statements and books and records of SCSF have been prepared in conformity with the Other Comprehensive Basis of Accounting ("OCBOA") on a consistent basis since 2009. To the knowledge of SCSF staff and to the knowledge of SCSF directors, there are no and since 2009 have not been any material misstatements with respect to such financial statements, books or records as a result of error or irregularities, including fraud. As used herein, "knowledge of SCSF staff" means the actual knowledge of John Wallis, as Executive Director of SCSF and Gloria Walters, as Office Manager of SCSF as of the date hereof. As used herein, the "knowledge of SCSF directors" means the actual knowledge of each of the members of the Board of Directors of SCSF as of the date hereof.

Section 3.5 Compliance with Laws. SCSF holds all licenses, franchises, certificates, consents, permits, qualifications and authorizations from all governmental authorities necessary for the lawful conduct of its business. SCSF is, and has been since its date of formation, in compliance with and is not in default under any applicable law.

Section 3.6 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 3, neither SCSF nor any other person makes any other express or implied representation or warranty on behalf of SCSF in connection with this Agreement or the Merger.

#### **ARTICLE 4**

#### **REPRESENTATIONS AND WARRANTIES OF CMSF**

CMSF hereby represents and warrants to SCSF as follows:

Section 4.1 Organization, Standing and Power. CMSF is a corporation not for profit duly organized, validly existing and in good standing under the laws of the State of Florida and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

Section 4.2 Nonprofit Status. CMSF is a nonprofit corporation as defined in Section 501(c)(3) of the Code. CMSF is exempt from taxation under federal law and the laws of the State of Florida.

Section 4.3 Authority. CMSF has full corporate power and authority to execute and deliver this Agreement and to consummate the Merger. The execution and delivery of this Agreement and the consummation of the Merger have been duly and validly approved by all necessary action by or on behalf of CMSF. This Agreement has been duly and validly executed and delivered by CMSF and (assuming due authorization, execution, and delivery by SCSF) constitutes a valid and binding obligation of CMSF, enforceable against CMSF in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

Section 4.4 Financial Statements. To the knowledge of CMSF staff, the financial statements and books and records of CMSF have been prepared in conformity with GAAP on a consistent basis since 2009. To the knowledge of CMSF staff and to the knowledge of CMSF directors, there are no and since 2009 have not been any material misstatements with respect to such financial statements, books or records as a result of error or irregularities, including fraud. As used herein, "knowledge of CMSF staff" means the actual knowledge of the Executive Director of CMSF as of the date hereof. As used herein, the "knowledge of CMSF directors" means the actual knowledge of each of the members of the Board of Directors of CMSF as of the date hereof.

Section 4.5 Compliance with Laws. CMSF holds all licenses, franchises, certificates, consents, permits, qualifications and authorizations from all governmental authorities necessary for the lawful conduct of its business. CMSF is, and has been since its date of formation, in compliance with and is not in default under any applicable law.

Section 4.6 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 4, neither CMSF nor any other person makes any other express or implied representation or warranty on behalf of CMSF in connection with this Agreement or the Merger.

## **ARTICLE 5**

### **OTHER MATTERS**

Section 5.1 Articles of Incorporation and By-Laws. The current Articles of Incorporation and By-Laws of SCSF shall remain in effect, subject to any reconsideration and subsequent amendment thereto by the Board of Directors of SCSF, and shall be the Articles of Incorporation and By-Laws of the Surviving Entity.

Section 5.2 Agreement on File. The executed Agreement is on file at the principal place of business of SCSF, the address of which is 101 S.E. 3rd Avenue, Fort Lauderdale, Florida, 33301.

Section 5.3 Administration. Following the Effective Date,

(a) Verna Reizen ("***Reizen***") shall be employed by SCSF, on a part-time basis, to serve as interim Executive Director, subject to the terms and conditions set forth in an employment agreement to be executed contemporaneously with this Agreement.

(b) Each of the members of the respective Boards of Directors of each of CMSF and SCSF as of the Effective Date shall be the members of the Board of Directors of the Surviving Entity following the Effective Date.

Section 5.4 Active Staff. Following the Effective Date, the professional counselors that will be affiliated with SCSF are as follows: Wallis, Catalina Granja, Carol H. Lewis, Sarah Kostrub, Jude Gunn, John Watts, Dr. Rhonda Vivas and Billie W. Gimenez.

Section 5.5 Offices. Following the Effective Date, the offices that will initially be staffed by SCSF counselors are located in the following host churches: (a) Miami Shores

Presbyterian Church in Miami Shores, (b) First United Methodist Church in Fort Lauderdale, (c) Plantation United Methodist Church in Plantation, (d) First Presbyterian Church in Pompano Beach, (e) New Covenant Church in Pompano Beach, (f) New Horizon United Methodist Church in Southwest Ranches, (g) St. Gregory's Episcopal Church in Boca Raton, (h) Faith United Methodist Church in Boynton Beach, (i) First Congregational Church in Lake Worth, (j) Church by the Sea in Bal Harbour, (k) Miami Lakes Congregational Church in Hialeah, (l) Miami Beach Community Church in Miami Beach, (m) Christ the King Lutheran Church in Pinecrest, and (n) Riviera Presbyterian Church in Miami, (o) Coral Gables Congregational United Church of Christ in Coral Gables, and (p) St. Christopher's by-the-Sea Episcopal Church in Key Biscayne.

## **ARTICLE 6**

### **GENERAL PROVISIONS**

#### **Section 6.1    Interpretation.**

(a)    When a reference is made herein to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The words "hereof," "hereby," "herein" and "hereunder" and similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context otherwise requires. The table of contents and headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used herein, they shall be deemed to be followed by the words "without limitation."

(b)    The parties have participated jointly in negotiating and drafting this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 6.2    Counterparts.    This Agreement may be executed by facsimile in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 6.3    Entire Agreement; No Third-Party Beneficiaries.    This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

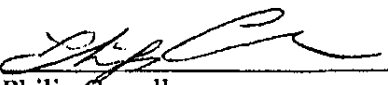
Section 6.4    Governing Law.    This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.


Section 6.5 Severability. In the event any one or more of the provisions contained herein should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

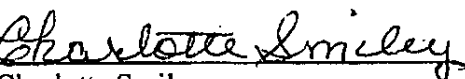
**[Signature page follows.]**

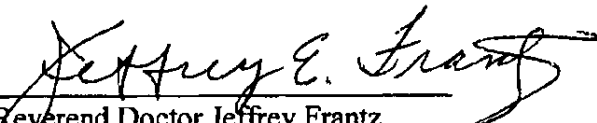
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective directors, all as of the Effective Date.

**THE COUNSELING MINISTRY OF SOUTH FLORIDA, INC.**

By:   
Name: Philip Carroll  
Title: Director

By:   
Name: Marilyn Hicks  
Title: Director

By:   
Name: Charlotte Smiley  
Title: Director

By:   
Name: Reverend Doctor Jeffrey Frantz  
Director

**SAMARITAN CENTER OF SOUTH FLORIDA, INC.**

By: William A Brockman  
Name: Reverend Doctor William Brockman  
Title: Chairman of the Board of Directors

By: John Wallis  
Name: John Wallis  
Title: Executive Director

**Exhibit A**  
**Form of Articles of Merger**

(see attached)