

735325

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

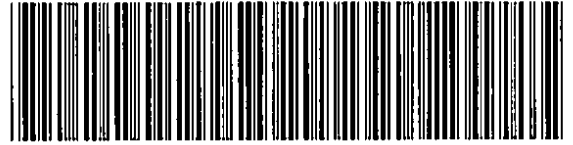
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500408015115

05/08/23--01002--024 **105.00

FILED

2023 MAY -8 AM 11:03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AUG 11 2023

D CUSHING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: RAMAT SHALOM BETH ISRAEL, 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:

Adam Scott Goldberg

(Contact Person)

Revis, Hervas & Goldberg P.A.

(Firm/Company)

1792 Bell Tower Lane

(Address)

Weston, FL 33326

(City/State and Zip Code)

FILED
2023 MAY -8 AM 11:03
SECRETARY OF STATE
TALLAHASSEE, FL

For further information concerning this matter, please call:

Adam Scott Goldberg

(Name of Contact Person)

At (954) 747-1400

(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

ARTICLES OF MERGER

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

FILED
2023 MAY 8 AM 11:03
SECRETARY OF STATE
FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>RAMAT SHALOM BETH ISRAEL, INC.</u>	<u>Florida</u>	<u>735325</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 Reconstructionist Synagogue, Inc.</u>	<u>Florida</u>	<u>735325</u>
<u>Temple Beth Israel, Inc.</u>	<u>Florida</u>	<u>709339</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 05 / 10 / 2023 (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 _____. 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 _____.
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

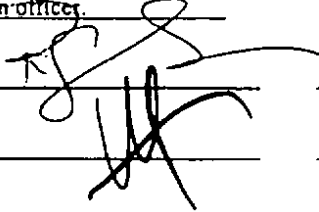
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

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

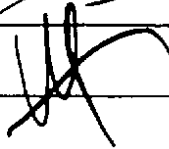
Typed or Printed Name of Individual & Title

The Reconstructionist Synagogue, Inc.



Robert S. Pinker⁺, Pres
RSRUBINOFF, Exec BD

Temple Beth Israel, Inc.



AGREEMENT AND PLAN OF MERGER

Pursuant to Which

TEMPLE BETH ISRAEL, INC. (A FLORIDA NOT-FOR-PROFIT CORPORATION)

Merges With and Into

THE RECONSTRUCTIONIST SYNAGOGUE, INC. D/B/A RAMAT SHALOM

(A FLORIDA NOT-FOR-PROFIT CORPORATION)

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement" or "Agreement") by and between Temple Beth Israel, Inc. ("TBI") and The Reconstructionist Synagogue Inc. D/B/A Ramat Shalom ("RS" and, after the Effective Time, as defined below, the "Surviving Corporation" and, together with TBI, as "RSBI") by which the parties, in consideration of the mutual promises and terms and conditions set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), agree to merge (the "Merger");

WHEREAS, the purpose of this Merger is to integrate the operations of both entities; and

WHEREAS, the respective Boards of Directors of each of the entities have deemed it advisable and to the mutual advantage of each that they merge upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors have adopted and approved this Merger Agreement; and

WHEREAS, both of the entities are organizations exempt from federal income tax under Section 501(a) of the Internal Revenue Code as charitable organizations described in 501(c)(3) of the Internal Revenue Code;

VB

RSP

NOW, THEREFORE, the parties agree as follows:

1. **The Constituent Corporations.** The names of the Constituent Corporations to the Merger are:
 - a. Temple Beth Israel, Inc. including TBI Endowment Fund, Inc.; and
 - b. The Reconstructionist Synagogue, Inc. D/B/A Ramat Shalom.
2. **Organization of the Constituent Corporations.**
 - a. TBI is organized as a Not-for-Profit Corporation as described in Section 501(c)(3) of the Code and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code.
 - b. RS is organized as a Not-for-Profit Corporation as described in Section 501(c)(3) of the Code and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code.
3. **The Merger and Surviving Corporation.** The name of the Surviving Corporation is Ramat Shalom Beth Israel, Inc. DB/A Ramat Shalom Beth Israel. . In accordance with the terms of this Merger Agreement and the Florida Not-for-Profit Law, the Surviving Corporation shall:
 - a. Change its name from The Reconstructionist Synagogue, Inc. To Ramat Shalom Beth Israel, Inc.
 - b. Change its D/B/A name to and be known as Ramat Shalom Beth Israel (Hereafter known as "RSBI");
 - c. Make an appropriate filing of the Certificate of Merger with the Secretary of the State of Florida (the "Florida Filing");

TBI

RSB

At the Effective Time (as defined below), TBI shall be merged with and into RS, which shall be the Surviving Corporation after the Merger and which shall continue to exist as a corporation created under and governed by the laws of the State of Florida, under the name "Ramat Shalom Beth Israel"

4. **Effective Time.** The Merger shall be effective as of the date of the Florida Filing (the "Effective Time").
5. **Effect of Merger.** At the Effective time
 - a. TBI and TBI Endowment Fund, Inc. shall merge with and into the Surviving Corporation RSBI;
 - b. The separate existence of TBI including the TBI Endowment Fund, Inc shall cease;
 - c. The property belonging to TBI will be transferred to RSBI to the extent RSBI wants to take possession. Items not taken will be sold or donated and any funds incurred by sale will be distributed to RS/RSBI;
 - d. **Current TBI Real Estate:** The current TBI real property, 481 Sawgrass Corporate Parkway, Sunrise, Florida 33325, will be listed for sale with the proceeds going to RSBI. RSBI, as the surviving corporation, will establish an ad hoc real estate committee to handle the pricing and sale of the existing property. The composition of the committee will be at the discretion of the original TBI members, but must consist of at least one (1) current Ramat Shalom board member selected by RS. The newly formed real estate committee shall hire an independent commercial real estate broker. RSBI

shall have final approval of the sales price.

- e. Physical Improvements to RSBI: Upon the sale of Sunrise Property referenced in the above paragraph, at **least five hundred thousand dollars (\$500,000)** of the sales proceeds shall be set aside for capital investment or improvements to the buildings, signage and grounds of RSBI.
- f. Transfer of Funds: Current funds of TBI will be transferred to RS as follows:
 - i. Wells Fargo Business Checking ending in 6407 (i.e. the Rabbi discretionary fund), these funds will be earmarked for the sole and absolute use of Rabbi Epelbaum for the benefit of RSBI until exhausted;
 - ii. Wells Fargo Business Checking ending in 3230 (i.e. the prayer book account);
 - iii. Wells Fargo Business Checking ending in 6600 (i.e. the operating account);
 - iv. Wells Fargo Business Checking ending in 6710 (i.e. the petty cash account);
 - v. Business Market Rate Savings ending in 5435; and
 - vi. Merrill Lynch Account ending in 4048 subject to donor requirements as this is currently known as the TBI Endowment Fund, Inc.
- g. Hold Harmless: RS and RSBI shall have no ongoing responsibilities, liabilities and/or obligations of TBI other than what is stated in this Agreement once the merger process is complete. Should any current or

EB

RS

future liability of TBI (currently known/should have known or commencing after the date of this Agreement) affect or effect RS/RSBI in any way, the funds from the sale of the TBI real property (up to and including the entire sales price) and the liquid funds transferred pursuant to this Agreement (absent any restricted funds), shall be available to defend RS/RSBI, including for the payment of legal fees or costs.

- h. Liabilities of TBI: Any and all liabilities incurred by TBI shall be satisfied prior to the merger or shall be properly discharged at the time of corporate dissolution for TBI. There will be one exception to this paragraph as follows:
 - i. The parties are aware of an additional tract of real property located at N Sunrise Lakes Drive, Sunrise, Fl. 33313, with a Broward County Parcel ID# of 4941 27 00 0011. This land shall be disposed of as soon as possible and actions may be undertaken to dispose of this land by TBI after the merger but before the dissolution of TBI. Neither RS nor RSBI can make any claim or express any ownership interest in this real property.
 - j. Restricted Assets: Any asset that becomes the property of RSBI that is subject to any permanent restriction as to the use of that asset shall remain subject to such restrictions and shall be maintained, accounted for and administered by the Surviving Corporation strictly in conformance with any and all such restrictions, including without limitation restrictions as to the use of such assets for the benefit of the residents of a particular State;
 - k. Planned Gifts: Any bequest, devise, gift, grant or promise contained in a will

or in any other instrument of donation, subscription, or conveyance, which is made to a Constituent Corporation and which takes effect or remains payable after the Merger, shall inure to the benefit of RSBI, unless the will or other instrument otherwise specifically provides; and

- l. Florida Law: The Merger shall otherwise have the effects provided under the Florida Not-for-Profit Corporation Law.
- m. TBI Endowment Fund: The Temple Beth Israel Endowment Fund, Inc. shall meet and make any and all necessary changes by a 2/3's majority of its controlling Board to comply with the terms of this Agreement and the Plan of Merger without violating the donor intent of the endowed funds. The fund is to be set aside in a reserve account specifically for the sole purpose of sharing/subsidizing in the cost of the salaries for Rabbi Epelbaum and Sabrina Reed, as stated below in Paragraph 9 - Clergy. The intent is to not impact the P&L or cash flow of RSBI with 100% of the subject costs and rather benefit the new organization with a subsidized or shared cost. The funds are not to be commingled.
- n. Tangible Personal Property: All tangible personal property listed in the TBI Inventory dated September 1, 2022, shall become property of RSBI to the extent that RSBI desires such property. A true and correct copy of such Schedule is attached and incorporated into this Agreement as Exhibit A.
- o. Documents. True and complete copies of all material written agreements to which the entities are a party have been made available to the Merging

JB

TSB

Entities for inspection.

- p. Litigation: There are no material actions, suits or proceedings pending or, to the knowledge of the parties, threatened against TBI or in equity, or before or by any federal, state, municipal or other governmental or non-governmental department, commission, board, bureau, agency, or instrumentality.
6. **Certificate of Incorporation.** At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be amended to reflect the change in name to **RAMAT SHALOM BETH ISRAEL** hereto. Nothing herein shall limit the ability of the Surviving Corporation to amend its Certificate of Incorporation at any time and from time to time after the Effective Time, in accordance with the provisions thereof and applicable law.
7. **Bylaws.** At the Effective Time, the bylaws of the Surviving Corporation shall be amended to reflect the change in the name to **RAMAT SHALOM BETH ISRAEL**. Nothing herein shall limit the ability of the Surviving Corporation to amend its bylaws at any time and from time to time after the Effective Time, in accordance with the provisions thereof and applicable law.
8. **Directors.**
- a. As of the Effective Time, the individuals set forth on Exhibit C hereto shall be directors of the Surviving Corporation.
- b. As of the Effective Time, during the first year of transition ,which shall be from June 1, 2023 through June 1, 2024, at the sole choice of TBI, there will

be four (4) former TBI board members placed on the Board of Directors of RSBI with one (1) of TBI's current board members being placed on the executive board of RSBI, and at least one (1) member being placed on the Finance committee of RSBI during the one year of transition from 6/1/2023 to 5/31/2024. All Board positions to take effect on June 1, 2023. Upon the expiration of the RSBI Board terms scheduled for June 1, 2024, the choice of board membership will continue as required by the RS/RSBI governing documents. The intent of the parties hereto is at the time of the merger to add or replace current RS board members with former TBI board members so the TBI board representation on the board of RSBI is pro rata in accordance with the number of families at TBI as of the date of the execution of this Agreement (estimated to be 119) as compared to the number of families at RS as of the same date (estimated to be 307). Once the merger is complete, the future board from the term beginning on June 1, 2024, will be selected through the ordinary course of elections for directors as spelled out in the governing documents of the surviving corporation. However, for the first two years after the merger, there shall be at least three (3) board members who were former TBI members as of the date of the merger provided such volunteers make themselves available for the election.

- c. All Honorary Lifetime Board Members of TBI shall cease upon the act of merger. RS/RSBI may, but is not required, to create an Honorary Lifetime Board Membership position post merger.

- d. The officer positions of TBI shall be vacated upon the completion of the merger.
 - e. All auxiliary organizations or standing committees of TBI shall cease to exist at the time of the merger and those TBI committee members may join a similar committee at RSBI in the same process of any current RSBI member, to the extent such committee exists and has availability.
9. Clergy. RSBI will hire Rabbi Eppelbaum to perform duties at RSBI using a three (3) year contract with a salary of \$160,000 per year in addition to the same health insurance currently provided to Rabbi Andrew Jacobs. Rabbi Eppelbaum's assistant SABRINA REED, will be hired at an annual salary of \$25,000 with a 3% increase per year for a guaranteed term of three (3) years to perform duties at RSBI, including assisting Rabbi Eppelbaum. Rabbi Andrew Jacobs is the Senior Rabbi of RS and will continue in the role of Senior Rabbi for RSBI.
10. Members/Membership. All TBI members who are paid in full on their membership dues at the time this Agreement is signed, will be offered the following membership dues structure in RSBI:
- a. Years 1 through 3: Former TBI members will be required to purchase High Holiday tickets from RS for the year and pay a security fee. There will be no discounts offered on the security fee. However, any RS/RSBI Building Fund requirements as of the effective date of the merger will be waived for former paid TBI members.

- b. Year 1 provides basic membership in RSBI to former TBI members for no charge.
 - c. Year 2 provides a 60% discount on RSBI basic membership to former TBI members; and
 - d. Year 3 provides a 40% discount on RSBI basic membership to former TBI members.
 - e. The membership types currently offered by TBI shall cease to exist upon the act of merger and the membership types of RSBI shall apply going forward. No changes to RS/RSBI membership rules are contemplated by this Agreement.
 - f. Any increase to the fee for RSBI basic membership will be applicable to former TBI members
 - g. Basic RS/RSBI Membership Dues do not include Torah School fees, Bar/Bat Mitzvah fees, Tutoring fees, Early Childhood and/or Program fees or any other fee based program at RS/RSBI. No discounts as listed above will be applicable for these costs and fees.
11. **Governmental Approvals.** TBI and RS shall use commercially reasonable efforts to obtain any governmental approvals required to complete the Merger as expeditiously as reasonably possible including with the State of Florida and with the United States Department of the Treasury.
12. **Amendment, Termination, and Abandonment.** This Merger Agreement may be modified or amended in any manner and at any time and from time to time prior to

the filing of the Certificate of Merger with the Secretary of the State of the State of Florida. Any modification or amendment to this Merger Agreement must be made in writing and executed by the Constituent Corporations. This Merger Agreement may be terminated and the Merger abandoned at any time prior to the filing of the Certificate of Merger with the Secretary of the State of the State of Florida by action of any Constituent Corporation's board of directors.

13. **Further Assurances.** Upon execution of this Merger Agreement and thereafter, the Constituent Corporations, including the Surviving Corporation each agree to do such things as may be reasonably requested by the other in order to consummate more effectively or document the transactions contemplated by this Merger Agreement or otherwise carry out the purposes of this Merger Agreement.
14. **Authorization to Act:** The execution, delivery and performance of this Agreement by both parties and consummation of the transactions contemplated hereby have been duly and effectively authorized by all necessary corporate action, and will not violate any provision of law and will not conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the properties, assets, or business of the TBI, RS or RSBI pursuant to their Articles of Incorporation or Bylaws, as amended, any material indenture, mortgage, deed of trust, lease, contract, license or other instrument or agreement or any order, judgment, award or decree to which the entities are subject or by which any assets or properties of the entities may be bound. The execution, delivery and performance of this Agreement by both parties and the

consummation of the transaction contemplated hereby does not require the consent or approval of any person or public authority not heretofore obtained.

15. **Amenity to Jurisdiction.** The surviving Corporation hereby consents that it may be sued and served with process in the State of Florida in any action or special proceeding for the enforcement of any liability or obligation of TBI, and agrees that it may be sued in the State of Florida in respect of any property transferred or conveyed, or the use made of such property, or any transaction in connection therewith.
16. **Registered Agent.** The Registered Agent of the Surviving Corporation shall be Adam Scott Goldberg, Revis, Hervas & Goldberg P.A., 1792 Bell Tower Lane, Weston Florida 33326. This shall be done as soon after the Merger as possible.
17. **Number, Gender, Captions, Certain Designations.** Whenever the context so requires, the singular numbers includes the plural, the plural includes the singular, and the gender of any pronoun includes the other gender. Titles and captions in this Agreement are inserted only as matter of convenience and in no way affect the scope of this Merger Agreement or the intent of its provisions.
18. **Governing Law.** This Merger Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Florida.
19. **Counterparts.** This Merger Agreement may be executed in two or more counterparts, each of which shall be deemed an original. The effective date will be 3 days after the last of the congregational parties vote to properly approve this Agreement.

20. **Intention of Parties:** This Agreement may be used as the final agreement of merger upon the approval of the respective Boards and Congregation (as required) of both RS and TBI.

This Agreement and Plan of Merger is duly executed and delivered by each of the Constituent Corporations, through the actions of their duly authorized officers, this 19 day of April, 2023.

THE RECONSTRUCTIONIST SYNAGOGUE INC. D/B/A RAMAT SHALOM (RS)

By: 

Duly authorized

Robert S. Pinkert, Pres RS

Printed Name and Title

TEMPLE BETH ISRAEL (TBI)

By: 

Duly authorized

Ivan F. Ruiz - President. TBI

Printed Name and Title