

738762

Requestor's Name  
123 S. Calhoun St  
Address  
332-6100  
City/State/Zip Phone #

97 MAY -2 AM 9 30  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. \_\_\_\_\_ (Corporation Name) (Document #)
2. \_\_\_\_\_ (Corporation Name) (Document #) **Merger**  
**600002173376--5**  
**-05/09/97--01100--016**  
**\*\*\*\*105.00 \*\*\*\*105.00**
3. \_\_\_\_\_ (Corporation Name) (Document #)
4. \_\_\_\_\_ (Corporation Name) (Document #) **105**

- ☐ Walk in ☐ Pick up time ☐ Certified Copy  
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

RECEIVED  
97 MAY -2 PM 3:52  
DIVISION OF CORPORATION

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

5/15/97  
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1011

Examiner's initials

738762

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

THE CHILDREN'S WISH FOUNDATION, INC., a Florida corporation N11675

THE CENTRAL FLORIDA CENTER FOR GRIEVING CHILDREN, INC., a Florida  
corporation N95000005005

INTO

NEW HOPE CENTER, INC., a Florida corporation, 738762.

File date: May 2, 1997

Corporate Specialist: Annette Hogan

**ARTICLES OF MERGER OF  
THE CHILDREN'S WISH FOUNDATION, INC.  
AND  
THE CENTRAL FLORIDA CENTER FOR GRIEVING CHILDREN, INC.  
INTO  
NEW HOPE CENTER, INC.**

97 MAY -2 AM 9 30  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To: Department of State  
Corporation Division  
The Capitol  
Tallahassee, Florida 32304

1. The undersigned corporations have adopted a Plan of Merger, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

2. The name of the surviving corporation is New Hope Center, Inc., a Florida not-for-profit corporation.

3. No changes in the Articles of Incorporation of the surviving corporation have been made.

4. The merger of the undersigned corporations will become effective upon the filing of these Articles of Merger with the Secretary of State.

5. The Board of Directors of The Children's Wish Foundation, Inc. adopted the Agreement and Plan of Merger on the 15th day of April, 1997, in accordance with the Florida Not For Profit Corporation Act. There are six (6) Directors of The Children's Wish Foundation, Inc. and six (6) Directors approved the Agreement and Plan of Merger. The Children's Wish Foundation does not have any members entitled to vote on the Agreement and Plan of Merger.

6. The Board of Directors of The Central Florida Center for Grieving Children, Inc. adopted the Agreement and Plan of Merger on the 17th day of April, 1997, in accordance with the Florida Not For Profit Corporation Act. There are four (4) Directors of The Children's Wish Foundation, Inc. and four (4) Directors approved the Agreement and Plan of Merger. The Central Florida Center for Grieving Children, Inc. does not have any members entitled to vote on the Agreement and Plan of Merger.

7. The Board of Directors of New Hope Center, Inc. have adopted the Agreement and Plan of Merger on the 15th day of April, 1997, in accordance with the Florida Not For Profit Corporation Act. There are fourteen (14) Directors of New Hope Center, Inc. and twelve (12) Directors approved the Agreement and Plan of Merger. New Hope Center, Inc. does not have any members entitled to vote on the Agreement and Plan of Merger.

DATED April 15, 1997.

THE CHILDREN'S WISH FOUNDATION,  
INC.

By:

Christopher D. Rolle  
Christopher D. Rolle, President

THE CENTRAL FLORIDA CENTER FOR  
GRIEVING CHILDREN, INC.

By:

Sally A. Kopke  
SALLY A. KOPKE, President

NEW HOPE CENTER, INC.

By:

Andrew H. McEachern  
Andrew H. McEachern, President

STATE OF FLORIDA  
COUNTY OF ORANGE

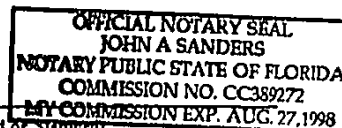
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 1997, by Christopher D. Rolle, the President of **THE CHILDREN'S WISH FOUNDATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
- ☐ produced a current Florida driver's license as identification.
- ☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

[Signature]  
Signature of Notary

Name of Notary (Typed, Printed or Stamped)



Commission Number (if not legible on seal): \_\_\_\_\_

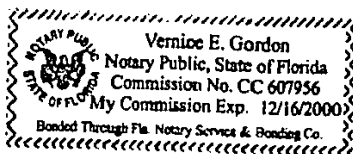
My Commission Expires (if not legible on seal): \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17 day of April, 1997, by Sally A. Kopke, the President of **THE CENTRAL FLORIDA CENTER FOR GRIEVING CHILDREN, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
- ☐ produced a current Florida driver's license as identification.
- ☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



Vernice E. Gordon  
Signature of Notary

VERNICE E. GORDON  
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): \_\_\_\_\_

My Commission Expires (if not legible on seal): \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

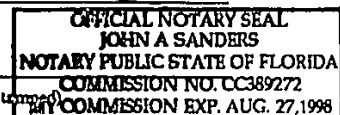
The foregoing instrument was acknowledged before me this 15 day of April, 1997, by Andrew H. McEachern, the President of **NEW HOPE CENTER, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
- ☐ produced a current Florida driver's license as identification.
- ☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

[Signature]  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)



Commission Number (if not legible on seal): \_\_\_\_\_

My Commission Expires (if not legible on seal): \_\_\_\_\_

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

**OF**

**THE CHILDREN'S WISH FOUNDATION, INC.**

**AND**

**THE CENTRAL FLORIDA CENTER FOR GRIEVING CHILDREN, INC.**

**INTO**

**NEW HOPE CENTER, INC.**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") effective this 15th day of April, 1997 by and between **THE CHILDREN'S WISH FOUNDATION, INC.**, a Florida not-for-profit corporation ("CWF"), **THE CENTRAL FLORIDA CENTER FOR GRIEVING CHILDREN, INC.**, a Florida not-for-profit corporation ("CGC") and **NEW HOPE CENTER, INC.**, a Florida not-for-profit corporation ("New Hope").

**R E C I T A L S:**

A. CWF and CCC (collectively, the "Disappearing Corporations") are not-for-profit corporations duly organized and existing under the laws of the State of Florida and exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the "Code").

B. New Hope (hereinafter sometimes called the "Surviving Corporation") is a not-for-profit corporation duly organized and existing under the laws of the State of Florida and exempt from federal income tax under Section 501(c)(3) of the Code.

C. The Directors of the Disappearing Corporations and the Surviving Corporation have determined that the merger of the Disappearing Corporations with and into the Surviving Corporation would be advantageous and beneficial to each of such corporations and to the general public.

D. The Disappearing Corporations and the Surviving Corporation have agreed that the Disappearing Corporations shall merge with and into the Surviving Corporation upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the Florida Not For Profit Corporation Act.

E. Section 617.0302(16) of the Florida Not For Profit Corporation Act permits the merger of a Florida not-for-profit corporation with and into another Florida not-for-profit corporation.

F. Where applicable, the terms and provisions of this Agreement shall be carried out as of the date of execution of this Agreement as set forth in the first page of this Agreement (the "Execution Date"); however, the Merger shall not become effective until the filing of articles of merger with the Secretary of State of Florida (the "Effective Date").

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, provisions, grants, guarantees and representations contained in this Agreement and in order to consummate the transaction described above, the Disappearing Corporations and the Surviving Corporation, the constituent corporations to this Agreement, agree as follows:

1. Recitals. All of the foregoing recitals are true and correct.
2. Merger. CWF and CGC shall be merged with and into New Hope. Upon the Effective Date, the separate corporate existence of the Disappearing Corporations shall cease and the Surviving Corporation shall succeed to and assume all the rights and obligations of the Disappearing Corporations and the Merger shall have the effects set forth herein and in the Florida Not For Profit Corporation Act.
3. Surviving Corporation. The Surviving Corporation shall continue its existence under the name "**NEW HOPE CENTER, INC.**" pursuant to the provisions of the Florida Not For Profit Corporation Act. The Disappearing Corporations and the Surviving Corporation are organized on a non-stock basis.
4. Articles of Incorporation. The Articles of Incorporation of New Hope as in effect immediately prior to the Effective Date shall remain in force and effect as the Articles of Incorporation of the Surviving Corporation.
5. Bylaws. The bylaws of New Hope as in effect immediately prior to the Effective Date shall remain in force and effect as the bylaws of the Surviving Corporation.
6. Directors and Officers. The directors and officers in office of the Surviving Corporation upon the Effective Date shall continue to be directors and officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successor or until their tenure is otherwise terminated in accordance with the bylaws, as amended, of the Surviving Corporation.
7. Approval. This Agreement has previously been submitted to and approved by the Boards of Directors of the Disappearing Corporations and the Surviving Corporation. Subsequent to the execution of this Agreement by the appropriate officers of the Disappearing Corporations and the Surviving Corporation, the proper officers of each corporation shall, and are hereby authorized and directed to cause to be executed and filed such documents prescribed by the laws of the State of Florida, and to perform all such further acts as the same may be necessary or proper to render effective the merger contemplated by this Agreement.



8. Articles of Merger. Upon the approval and adoption of this Agreement, Articles of Merger complying with the applicable provisions of the Florida Not For Profit Corporation Act shall be duly executed by the appropriate officers of the Disappearing Corporations and the Surviving Corporation, and shall be filed with the Florida Department of State.

9. Representations and Warranties of the Disappearing Corporations. The Disappearing Corporations, jointly and severally, hereby represent, warrant and covenant to the Surviving Corporation that the following are and will be true and correct as of the date hereof and as of the Closing Date:

a. Organization, Existence and Good Standing. The Disappearing Corporations are not-for-profit corporations duly organized, validly existing and in good standing under the laws of the State of Florida. The Disappearing Corporations have all necessary corporate power to own their properties and assets and to carry on their activities as presently conducted.

b. Tax-Exempt Status. Each of the Disappearing Corporations is exempt from federal income tax under Section 501(c)(3) of the Code. CWF has received a definitive ruling from the Internal Revenue Service that it is not a private foundation within the meaning of Section 509(a) of the Code, and CGC has received a tentative ruling that it is not such a private foundation. The Internal Revenue Service's determination letters relating to the Section 501(c)(3) and non-private foundation status of the Disappearing Corporations are in full force and effect, and there is no pending or threatened action or proceeding to modify, terminate or revoke such status, nor does any state of facts exist which would warrant such a modification, termination or revocation.

c. No Subsidiaries. The Disappearing Corporations do not own stock in and do not control directly or indirectly, any other corporation, association or business organization. The Disappearing Corporations do not own an equity interest in, nor do the Disappearing Corporations control, directly or indirectly, or constitute a party to any joint venture or partnership.

d. Power and Authority. The Disappearing Corporations have the corporate power to execute, deliver and perform this Agreement and all agreements and other documents executed and delivered or to be executed and delivered by them pursuant to this Agreement, and, subject to the satisfaction of the conditions precedent set forth herein, have taken all action required by law, their Articles of Incorporation, Bylaws or otherwise, to authorize the execution, delivery and performance of this Agreement and such related documents. This Agreement and all agreements and documents executed and delivered in connection herewith have been duly executed and delivered by the respective Disappearing Corporations and constitute or will constitute the legal, valid and binding obligations of the respective Disappearing Corporations, enforceable against the Disappearing Corporations in accordance with their respective terms, except as may be limited by applicable bankruptcy,



insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies. The execution and delivery of this Agreement do not, and the consummation of the Merger will not, violate any provisions of the Articles of Incorporation or Bylaws of the Disappearing Corporations.

e. Material Contracts. All contracts to which either of the Disappearing Corporations is a party are legally valid and binding in accordance with their terms and are in full force and effect. To the knowledge of the Disappearing Corporations, all parties to such contracts have complied with the provisions of such contracts and, to the knowledge of the Disappearing Corporations, no party is in default thereunder, and no event of default has occurred. Neither of the Disappearing Corporations has received notice of the intention of any party to any contract to cancel or terminate such contract and has no reason to believe that any amendment or change to any contract is contemplated by any party thereto.

f. Compliance with Laws in General. The Disappearing Corporations and Disappearing Corporations' licensed employees have complied with all applicable laws, rules, regulations and licensing requirements, including, without limitation, federal and state laws and regulations governing the Disappearing Corporations' not-for-profit and Section 501(c)(3) status and there exist no violations by the Disappearing Corporations or any licensed employee of the Disappearing Corporations of any federal, state or local law or regulation. Neither of the Disappearing Corporations has received any notices of violations of any federal, state and local laws, regulations and ordinances relating to its operations, and no notice of any pending inspection or violation of any such law, regulation or ordinance has been received by either of the Disappearing Corporations which, if it were determined that a violation had occurred, would have a material adverse effect on the Disappearing Corporations.

g. Certificates, Permits, Licenses and Governmental Authorizations. All certificates, permits, determinations, concessions, grants, franchises, licenses, determination letters, regulatory approvals and other governmental authorizations and approvals ("Approvals") required to be maintained by the Disappearing Corporations and each employee of the Disappearing Corporations have been duly obtained and are in full force and effect. No Approval has been revoked, conditioned (except as may be customary) or restricted, and no action (equitable, legal or administrative), arbitration or other process is pending, or to the best knowledge of the Disappearing Corporations, threatened, which in any way challenges the validity of, or seeks to revoke, condition or restrict any such Approval.

h. Corporate Records. The minute books of the Disappearing Corporations contain accurate minutes of all meetings of and consents to actions taken without meetings of the Board of Directors of the Disappearing Corporations since their respective formations. The books of account of the Disappearing Corporations have been kept accurately in the ordinary course of business and the revenues, expenses, assets and liabilities of the Disappearing Corporations have been properly recorded in such books.

i. Properties and Assets. The Disappearing Corporations own or lease all of the real and personal property included in the financial records previously delivered to the Surviving Corporation (the "Disappearing Corporations' Balance Sheets") (except such property as has been disposed of during the ordinary course of the Disappearing Corporations's operations since the date of the Disappearing Corporations' Balance Sheet), free and clear of any liens, claims, charges, exceptions or encumbrances. All of the structures and equipment used by Disappearing Corporations in their respective operations are in good condition and repair subject to normal wear and tear and conform with all applicable ordinances, regulations and other laws, and the Disappearing Corporations have no knowledge of any latent defects therein.

j. Legal Proceedings. Neither of the Disappearing Corporations nor any of the Disappearing Corporations' assets is or are subject to any pending litigation, governmental investigation, condemnation or other proceeding, nor do either of the Disappearing Corporations have knowledge of any threatened litigation, governmental investigation, condemnation or other proceeding. To the knowledge of the Disappearing Corporations, no basis for any such action exists, nor is there any legal impediment of which the Disappearing Corporations have knowledge to their continued operation in the ordinary course.

k. Employees. The Disappearing Corporations are in compliance with all applicable laws, rules, regulations and ordinances respecting employment and employment practices. The Disappearing Corporations have not engaged in any unfair labor practice. There are no unfair labor practices charges or complaints pending or threatened against the either of Disappearing Corporations.

l. Tax Returns. The Disappearing Corporations have filed all tax returns (including tax reports and other statements) required to be filed, or requests for extensions to file such returns or reports have been timely filed and granted and have not expired, except to the extent that such failures to file, taken together, do not have a material adverse effect on the Disappearing Corporations. All tax returns of the Disappearing Corporations are complete and accurate in all respects and properly reflect the relevant taxes for the periods covered thereby. The Disappearing Corporations have no tax liability, except for unrelated business income taxes for the current period not yet due and payable and employment taxes for periods as to which such taxes have not yet become due and payable. The Disappearing Corporations have not received any notice that any tax deficiency or delinquency has been asserted against the Disappearing Corporations. There are no audits relating to taxes of the Disappearing Corporations threatened, pending or in process. The Disappearing Corporations are not currently the beneficiary of any waiver of any statute of limitations in respect of taxes nor of any extension of time within which to file any tax return or to pay any tax assessment or deficiency. There are no liens or encumbrances related to taxes on or threatened against any of the assets of the Disappearing Corporations. The Disappearing Corporations have withheld and paid taxes required by law to have been withheld and paid by them. Neither of the Disappearing Corporations nor any predecessor of the Disappearing Corporations is or has been a party to any tax allocation or sharing agreement or a member of an affiliated group of corporations filing a consolidated federal income tax return.

10. Representations and Warranties of the Surviving Corporation. The Surviving Corporation hereby represents, warrants and covenants to the Disappearing Corporations that the following are and will be true and correct as of the date hereof and as of the Closing Date:

a. Organization, Existence and Good Standing. The Surviving Corporation is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The Surviving Corporation has all necessary corporate power to own its properties and assets and to carry on its activities as presently conducted.

b. Tax-Exempt Status. The Surviving Corporation is exempt from federal income tax under Section 501(c)(3) of the Code. The Surviving Corporation has received a definitive ruling from the Internal Revenue Service that it is not a private foundation within the meaning of Section 509(a) of the Code. The Internal Revenue Service's determination letter relating to the Section 501(c)(3) and non-private foundation status of the Surviving Corporation is in full force and effect, and there is no pending or threatened action or proceeding to modify, terminate or revoke such status, nor does any state of facts exist which would warrant such a modification, termination or revocation.

c. No Subsidiaries. The Surviving Corporation does not own stock in and does not control directly or indirectly, any other corporation, association or business organization. The Surviving Corporation does not own an equity interest in, nor does the Surviving Corporation control, directly or indirectly, or constitute a party to any joint venture or partnership.

d. Power and Authority. The Surviving Corporation has the corporate power to execute, deliver and perform this Agreement and all agreements and other documents executed and delivered or to be executed and delivered by it pursuant to this Agreement, and, subject to the satisfaction of the conditions precedent set forth herein, has taken all action required by law, its Articles of Incorporation, Bylaws or otherwise, to authorize the execution, delivery and performance of this Agreement and such related documents. This Agreement and all agreements and documents executed and delivered in connection herewith have been duly executed and delivered by the Surviving Corporation and constitute or will constitute the legal, valid and binding obligations of the Surviving Corporation, enforceable against the Surviving Corporation in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies. The execution and delivery of this Agreement do not, and the consummation of the Merger will not, violate any provisions of the Articles of Incorporation or Bylaws of the Surviving Corporation.

e. Material Contracts. All contracts to which the Surviving Corporation is a party are legally valid and binding in accordance with their terms and are in full force and effect. To the knowledge of the Surviving Corporation, all parties to such contracts have complied with the provisions of such contracts and, to the knowledge of the

Surviving Corporation, no party is in default thereunder, and no event of default has occurred. The Surviving Corporation has not received notice of the intention of any party to any contract to cancel or terminate such contract and has no reason to believe that any amendment or change to any contract is contemplated by any party thereto.

f. Compliance with Laws in General. The Surviving Corporation and Surviving Corporation's licensed employees have complied with all applicable laws, rules, regulations and licensing requirements, including, without limitation, federal and state laws and regulations governing the Surviving Corporation's not-for-profit and Section 501(c)(3) status and there exist no violations by the Surviving Corporation or any licensed employee of the Surviving Corporation of any federal, state or local law or regulation. The Surviving Corporation has not received any notices of violations of any federal, state and local laws, regulations and ordinances relating to its operations, and no notice of any pending inspection or violation of any such law, regulation or ordinance has been received by the Surviving Corporation which, if it were determined that a violation had occurred, would have a material adverse effect on the Surviving Corporation.

g. Certificates, Permits, Licenses and Governmental Authorizations. All certificates, permits, determinations, concessions, grants, franchises, licenses, determination letters, regulatory approvals and other governmental authorizations and approvals ("Approvals") required to be maintained by the Surviving Corporation and each employee of the Surviving Corporation have been duly obtained and are in full force and effect. No Approval has been revoked, conditioned (except as may be customary) or restricted, and no action (equitable, legal or administrative), arbitration or other process is pending, or to the best knowledge of the Surviving Corporation, threatened, which in any way challenges the validity of, or seeks to revoke, condition or restrict any such Approval.

h. Corporate Records. The minute book of the Surviving Corporation contains accurate minutes of all meetings of and consents to actions taken without meetings of the Board of Directors of the Surviving Corporation since its formation. The books of account of the Surviving Corporation have been kept accurately in the ordinary course of business and the revenues, expenses, assets and liabilities of the Surviving Corporation have been properly recorded in such books.

i. Properties and Assets. The Surviving Corporation owns or leases all of the real and personal property included in the financial records previously delivered to the Disappearing Corporations (the "Surviving Corporation's Balance Sheets") (except such property as has been disposed of during the ordinary course of the Surviving Corporation's operations since the date of the Surviving Corporation's Balance Sheet), free and clear of any liens, claims, charges, exceptions or encumbrances. All of the structures and equipment used by the Surviving Corporation in its operations are in good condition and repair subject to normal wear and tear and conform with all applicable ordinances, regulations and other laws, and the Surviving Corporation has no knowledge of any latent defects therein.

j. Legal Proceedings. Neither the Surviving Corporation nor any of the Surviving Corporation's assets is or are subject to any pending litigation, governmental investigation, condemnation or other proceeding, nor does the Surviving Corporation have knowledge of any threatened litigation, governmental investigation, condemnation or other proceeding. To the knowledge of the Surviving Corporation, no basis for any such action exists, nor is there any legal impediment of which the Surviving Corporation has knowledge to its continued operation in the ordinary course.

k. Employees. The Surviving Corporation is in compliance with all applicable laws, rules, regulations and ordinances respecting employment and employment practices. The Surviving Corporation has not engaged in any unfair labor practice. There are no unfair labor practices charges or complaints pending or threatened against the Surviving Corporation.

l. Tax Returns. The Surviving Corporation has filed all tax returns (including tax reports and other statements) required to be filed, or requests for extensions to file such returns or reports have been timely filed and granted and have not expired, except to the extent that such failures to file, taken together, do not have a material adverse effect on the Surviving Corporation. All tax returns of the Surviving Corporation are complete and accurate in all respects and properly reflect the relevant taxes for the periods covered thereby. The Surviving Corporation has no tax liability, except for unrelated business income taxes for the current period not yet due and payable and employment taxes for periods as to which such taxes have not yet become due and payable. The Surviving Corporation has not received any notice that any tax deficiency or delinquency has been asserted against the Surviving Corporation. There are no audits relating to taxes of the Surviving Corporation threatened, pending or in process. The Surviving Corporation is not currently the beneficiary of any waiver of any statute of limitations in respect of taxes nor of any extension of time within which to file any tax return or to pay any tax assessment or deficiency. There are no liens or encumbrances related to taxes on or threatened against any of the assets of the Surviving Corporation. The Surviving Corporation has withheld and paid taxes required by law to have been withheld and paid by it. Neither the Surviving Corporation nor any predecessor of the Surviving Corporation is or has been a party to any tax allocation or sharing agreement or a member of an affiliated group of corporations filing a consolidated federal income tax return.

11. Access to Information. Between the date hereof and the Effective Date, the Disappearing Corporations will give to Surviving Corporation and its counsel, accountants and other representatives full access to all the properties, documents, contracts, personnel files and other records of such party and shall furnish Surviving Corporation with copies of such documents and with such information with respect to the affairs of such party as the other party may from time to time reasonably request. The Disappearing Corporations will disclose and make available to Surviving Corporation and its representatives all books, contracts, accounts, personnel records, letters of intent, papers, records, communications with regulatory authorities and other documents relating to the business and operations of the Disappearing Corporations. In addition, the Disappearing Corporations shall make available to Surviving Corporation all

such banking, investment and financial information as shall be necessary to allow for the efficient integration of the Disappearing Corporations' banking, investment and financial arrangements with those of Surviving Corporation on the Closing Date.

12. Termination, Amendment and Waiver.

a. Termination. This Agreement may be terminated at any time prior to the Effective Date:

(1) by mutual written consent of Surviving Corporation and the Disappearing Corporations;

(2) if all requirements to Closing shall not have occurred by May 15, 1997;

(3) by Surviving Corporation at any time prior to the Closing Date if Surviving Corporation determines in its sole discretion as a result of its legal, financial and operational due diligence with respect to the Disappearing Corporations, that such termination is desirable and in the best interests of Surviving Corporation.

b. Effect of Termination. In the event of termination of this Agreement as provided in Section 12.a hereof, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of any party except to the extent that such termination results from the willful and material breach by a party of any of its representations, warranties, covenants or other agreements set forth in this Agreement.

c. Amendment. This Agreement may be amended by the parties at any time by an instrument in writing signed on behalf of all of the parties.

13. Conditions to Consummation.

a. Mutual Conditions. The respective obligations of each party to effect the Merger shall be subject to the satisfaction, at or prior to the Closing Date, of the following conditions (any of which may be waived in writing by Surviving Corporation and the Disappearing Corporations):

(1) Director Approval. All of the Directors of each of the Disappearing Corporations shall have approved the adoption of this Agreement of Merger.

(2) No Violation. The consummation of the Merger as contemplated in this Agreement will not violate any statute, rule, regulation, law or other restriction which, if violated, would have a material adverse effect on the business of the Surviving Corporation as contemplated herein.



14. Conditions to Obligations of Surviving Corporation. The obligations of Surviving Corporation to consummate the Merger and the other transactions contemplated hereby shall be subject to the satisfaction, at or prior to the Closing Date, of the following conditions (any of which may be waived by Surviving Corporation):

a. Representations and Warranties. The representations and warranties of the Disappearing Corporations contained herein shall have been true and correct in all respects when initially made and shall be true and correct in all respects as of the Closing Date.

b. Covenants and Conditions. The Disappearing Corporations shall have performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by the Disappearing Corporations and the Shareholders prior to the Closing Date.

c. Receipt of Consents. The Disappearing Corporations shall have received all consents, approvals and authorizations of third parties with respect to all material leases and agreements to which such parties are parties, which consents, approvals and authorizations are required of such third parties by such documents, in form and substance acceptable to Surviving Corporation, except where the failure to obtain such consent, approval or authorization would not have a material effect on the operations of the Surviving Corporation.

d. Proceedings. No action, proceeding or order by any court or governmental body shall have been threatened orally or in writing, asserted, instituted or entered to restrain or prohibit the carrying out of the transactions contemplated hereby.

e. Due Diligence Review. By the Closing Date, Surviving Corporation shall have completed a due diligence review of the operations and financial statements of the Disappearing Corporations, the results of which shall be satisfactory to Surviving Corporation in its sole discretion.

f. Consents. All consents, authorizations, orders and approvals of (or filings or registrations with) any governmental commission, board or other regulatory body required in connection with the execution, delivery and performance of this Agreement shall have been obtained or made, except for filings in connection with the Merger and any other documents required to be filed after the Closing Date.

15. Waiver of Conflict. The Disappearing Corporations acknowledge that legal counsel to Surviving Corporation has prepared this Agreement; that said counsel represents Surviving Corporation, and not the Disappearing Corporations; and that Disappearing Corporations have had the opportunity and been advised to seek their own legal counsel in connection herewith.



16. Further Assurances. Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

17. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida, applied without giving effect to any conflicts of law principals.

18. Captions. The sections and other headings contained in this Agreement are made for convenience and general reference purposes only and shall not be construed to describe, define, extend or limit the scope or intent of the provisions of this Agreement.

19. Entire Agreement. This instrument contains the entire agreement of the parties and supersede any and all prior or contemporaneous agreements between the parties, written or oral, with respect to the transactions contemplated hereby.

20. Counterparts. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

21. Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No party may assign any right or obligation hereunder without the prior written consent of the other parties.

22. No Rule of Construction. The parties acknowledge that this Agreement was initially prepared by Surviving Corporation, and that all parties have read and negotiated the language used in this Agreement. The parties agree that, because all parties participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes ambiguous language in favor of or against any party by reason of that party's role in drafting this Agreement.

23. Amendments; Waivers. This Agreement may be amended, modified or supplemented only by an instrument in writing executed by all the parties hereto. Any waiver of the terms and conditions hereof must be in writing, and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

24. Severability. If any provision of this Agreement shall be found to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect. In lieu of such provision, there shall be added automatically as part of this Agreement,

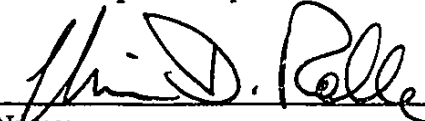
a provision as similar in its terms to such provision as may be possible and be legal, valid and enforceable.

25. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs include the plural and vice versa.

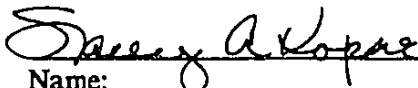
**IN WITNESS WHEREOF**, the duly authorized officers of the constituent corporations have executed this Agreement as of the date above written.

**DISAPPEARING CORPORATIONS:**

**THE CHILDREN'S WISH FOUNDATION, INC.,**  
a Florida not-for-profit corporation

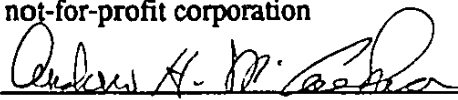
By:   
Name:  
Title: President

**THE CENTRAL FLORIDA CENTER FOR  
GRIEVING CHILDREN, INC.,** a Florida  
not-for-profit corporation

By:   
Name:  
Title: President

**SURVIVING CORPORATION:**

**NEW HOPE CENTER, INC.,** a  
Florida not-for-profit corporation

By:   
Name:  
Title: President