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MERGER OR SHARE EXCHANGE
The Children's Place at Home Safe, Inc.

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merger
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R. WHITE

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.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>The Children's Place at Home Safe, Inc.</u>	<u>Florida</u>	<u>747926</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 Children's Place at Home Safe Foundation, Inc.</u>	<u>Florida</u>	<u>N93000005806</u>
<u> </u>	<u> </u>	<u> </u>
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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 12 / 31 / 2014 (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 11/19/2014. The number of directors in office was 19. The vote for the plan was as follows: 10 FOR 0 AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____.
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 11/19/2014. The number of directors in office was 19. The vote for the plan was as follows: 10 FOR 0 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 Children's Place at Home Safe, Inc.



Roberto Vargas, President

The Children's Place at Home Safe Foundation, Inc.



Roberto Vargas, President

**AGREEMENT
AND
PLAN OF MERGER
OF
THE CHILDREN'S PLACE AT HOME SAFE, INC.
(Florida not-for-profit corporation)
AND
THE CHILDREN'S PLACE AT HOME SAFE FOUNDATION, INC.
(Florida not-for-profit corporation)**

Agreement and Plan of Merger by and between The Children's Place at Home Safe, Inc., a Florida not-for-profit corporation ("CPHS"), and The Children's Place at Home Safe Foundation, Inc., a Florida not-for-profit corporation ("CPHSF").

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (the "Agreement") dated as of November 19, 2014 by and between THE CHILDREN'S PLACE AT HOME SAFE, INC., a Florida not-for-profit corporation ("CPHS"), and THE CHILDREN'S PLACE AT HOME SAFE FOUNDATION, INC., a Florida not-for-profit corporation ("CPHSF").

Recitals

- A. CPHSF is a Florida not-for-profit corporation whose charitable purpose is to support CPHS.
- B. CPHSF desires to merge with and into CPHS on the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants, agreements, representations and warranties set forth in this Agreement, the parties agree as follows:

1. Plan of Merger. On the Effective Date (as defined below), in accordance with the Florida Not For Profit Corporation Act and the terms of this Agreement, CPHSF will be merged with and into CPHS (the "Merger"), the separate corporate existence of CPHSF shall cease, and CPHS shall continue its corporate existence under the laws of Florida (the "Surviving Corporation"). The Surviving Corporation shall continue to be organized and operated as a tax-exempt, non-profit corporation pursuant to Chapter 617, Florida Statutes, and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; no part of the assets of the Surviving Corporation shall inure to the benefit of any private individual.

(a) Effect of Merger. After and as of the Effective Date (as defined below), the Surviving Corporation shall possess all the rights, privileges, power, immunities and franchises, of a public as well as a private nature, of CPHSF and all property, real, personal, and mixed, and all debts due on whatever account, all other choses in action, and all and every interest of or belonging to or due to CPHSF shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; the title to any real estate or interest therein, vested by deed or otherwise in CPHSF, shall not revert or be in any way impaired by reason of the Merger; the Surviving Corporation shall henceforth be responsible and liable for all the liabilities, debts and duties of CPHSF, which liabilities, debts and duties may be enforced against the Surviving Corporation to the same extent as if such liabilities, debts and duties had been incurred or contracted by it, and any claim existing or action or proceeding pending by or against CPHSF may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and, neither the rights of creditors nor any liens upon the property of CPHSF shall be impaired by the Merger.

(b) Employees. As of the Effective Date, all of CPHSF's employees, if any, will become employees of the Surviving Corporation. Nothing in this Agreement is intended to change the employment status of any at-will employee.

2. Effective Date. The Articles and Plan of Merger shall be filed with the Secretary of State of the State of Florida after approval by the Boards of Directors of both CPHSF and CHPS, and will become effective on December 31, 2014 (the "**Effective Date**").

3. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately prior to the Merger, shall remain in effect.

4. Representations and Warranties of CPHSF. CPHSF represents and warrants to CPHS as follows:

(a) Corporate Status. CPHSF is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Corporate Authority. CPHSF has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

(c) Due Authorization. Execution of this Agreement and performance by CPHSF under this Agreement has been duly authorized by all requisite corporate action on the part of CPHSF, and this Agreement constitutes a valid and binding obligation of CPHSF and performance under this Agreement will not violate any provision of CPHSF's Articles of Incorporation or Bylaws.

(d) Title to Assets. CPHSF has, or will have as of the Closing Date, good and marketable title to the Facilities, Equipment and other assets that are owned, or purported to be owned, by it, free and clear of all mortgages, pledges, liens, encumbrances, security interests, equities, charges, clouds and restrictions of any nature.

6. Representations and Warranties of CPHS. CPHS represents and warrants to CPHSF as follows:

(a) Corporate Status. CPHS is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Corporate Authority. CPHS has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

(c) Due Authorization. Execution of this Agreement and performance by CPHS under this Agreement has been duly authorized by all requisite corporate action on the

(c) Due Authorization. Execution of this Agreement and performance by CPHS under this Agreement has been duly authorized by all requisite corporate action on the part of CPHS, and this Agreement constitutes a valid and binding obligation of CPHS and performance under this Agreement will not violate any provision of CPHS's Articles of Incorporation or Bylaws.

7. Entire Agreement. This Agreement and the documents referred to in this Agreement reflect the entire agreement between the parties and cancel all prior agreements and commitments, verbal or written, between the parties with respect to their subject matter.

8. Binding Effect; Assignment. This Agreement and the various rights and obligations arising under or in connection with this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. None of the parties to this Agreement may assign its respective interests without the express written consent of the other parties.

9. Headings. The headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting its provisions.

10. Expenses of Transaction. CPHSF shall pay all costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby. CPHS shall pay all costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby.

11. Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented. Except to the extent that a party may have otherwise agreed in writing, no waiver by that party of any condition of this Agreement or any ancillary document or breach by any other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other obligation or representation by such other party, nor shall any forbearance by any party to seek a remedy for any noncompliance or breach by any other party be deemed to be a waiver by such party of its rights and remedies with respect to such noncompliance or breach.

12. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties to this Agreement and their shareholders, any rights, remedies or other benefits under or by reason of this Agreement.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be treated the same as originals.

14. Number and Gender. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

15. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, the parties hereto agree that such court or arbitrator shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties agree to abide by such court's or arbitrator's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

16. Attorneys' Fees. If a legal proceeding is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees whether or not the action or proceeding proceeds to final judgment.

17. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws (exclusive of laws governing conflict of law questions) of the State of Florida.

Signatures on following page

The parties have executed this Agreement effective as of the date first above written.

**THE CHILDREN'S PLACE AT HOME
SAFE FOUNDATION, INC.**

**THE CHILDREN'S PLACE AT HOME
SAFE, INC.**

By: 

Name: Roberto Vargas
Title: President

By: 

Name: Roberto Vargas
Title: President