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C. CARROTHERS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: NATIONAL NON-PROFIT FOR AMERICANS WITH DISABILITIES, INC.

Name of Surviving Party

Please return all correspondence concerning this matter to:

MICHAEL J. FAEHNER, ESQ

Contact Person

M FAEHNER ESQ LLC

Firm/Company

600 BYPASS DRIVE SUITE 100

Address

CLEARWATER, FL 33764

City, State and Zip Code

FILINGS@MFAEHNER.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MICHAEL J FAEHNER

Name of Contact Person

at (727) 443 5190

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
National Non Profit for Americans with		No 200002128
Disabilities Inc.	Florida	FL Not for Profit corp.
Guardian Trust Foundation, Inc.	Florida	FL Not for Profit corp. N 1500000492

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
National Non Profit for Americans with	FL	FL Not for Profit Corp.
Disabilities Inc.		

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

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.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

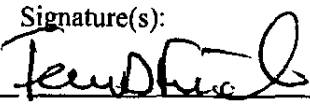

N/A

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
National Non Profit for Americans with Disabilities Inc.		Travis Finchum
GUARDIAN TRUST FOUNDATION, INC		Travis Finchum

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER OF GUARDIAN TRUST FOUNDATION, INC., a Florida Not For Profit Corporation INTO NATIONAL NON-PROFIT FOR AMERICANS WITH DISABILITIES, INC, a Florida Not For Profit Corporation

The following plan of merger ("Plan of Merger") is hereby established in accordance with Florida Business Corporation Act.

1. Name of Corporations. The names of the corporations which are parties to this Plan of Merger are **GUARDIAN TRUST FOUNDATION, INC.**, a Florida Not For Profit Corporation ("GTF") which shall merge into **NATIONAL NON-PROFIT FOR AMERICANS WITH DISABILITIES, INC**, a Florida Not For Profit Corporation ("NNPAWD"). The corporation to survive the merger is, which shall continue under the name **NATIONAL NON-PROFIT FOR AMERICANS WITH DISABILITIES, INC**, a Florida Not For Profit Corporation.

2. Terms and Conditions of Merger.

(A) Directors. The directors of NNPAWD shall continue to hold office as the directors of the Surviving Corporation until the first annual meeting of the shareholders of the Surviving Corporation when their respective successor(s) are elected or appointed in the manner provided in the Bylaws of the Surviving Corporation.

(B) Board of Directors' Meeting. The first regular meeting of the Board of Directors of the Surviving Corporation shall be held as soon as practicable after the effective date of the merger.

(C) Continuation of Officers. Upon the effective date of merger, all persons who are executive or administrative officers of GTF, shall resign and the officers set forth in paragraph 2(D) shall be the directors of the Surviving Corporation subject to the Bylaws of the Surviving Corporation. The Board of Directors or the president of the Surviving Corporation may elect or appoint such additional officers as they may deem necessary, subject to the Bylaws of the Surviving Corporation.

(D) Names of Officers and Directors. The officers and directors of the Surviving Corporation who will continue to serve, are as follows:

President:	TRAVIS FINCHUM
Directors:	STEVE HITCHCOCK KOLE LONG

(E) Effective Date of Merger.

(1) The Plan of Merger shall be submitted to the respective directors and shareholders of the constituent corporations as may be required by applicable law and the governing corporate documents of the constituent corporations and shall be adopted upon receipt of such vote as is required by applicable law and governing corporate documents.

(2) The Plan of Merger shall be deemed effective at such time as may be permitted by law and instructed by the Board of Directors of the constituent corporations.

(F) Effect of Merger.

(1) Surviving Corporation. The Surviving Corporation, shall, without other transfer, secede to and possess all of the rights, privileges, powers, immunities and franchises, both public and private, and shall be subject to all the restrictions, liabilities, obligations, disabilities and duties of GTF and all property, both real and personal, and all debts and liabilities due such corporations on whatever account, as well as all other causes of action and items or rights belonging to such corporations which shall be vested in the Surviving Corporation.

(2) Rights of Creditors. All of the rights of creditors and all liens upon any property of GTF shall be preserved, unimpaired, limited to the property effected by such liens at the time of merger, and all debts liabilities and duties of such corporations shall attach to the Surviving Corporation and may be entered against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.


(3) Delivery of Deeds and Instruments. From time to time, as requested by the Surviving Corporation, or by its successors or assigns, GTF shall execute and deliver or cause to be executed and delivered all deeds and other instruments, and shall take such other actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in the Surviving Corporation, title and possession of all of the property, rights, privileges, powers and franchises referred to in this Plan of Merger.

(G) Expenses of Merger. NNPAWD shall pay all expenses associated with this Plan of Merger.


3. Articles of Merger.

GTF and NNPAWD shall cause their respective corporate officers to execute and file with the appropriate government bodies, Articles of Merger reflecting the Plan of Merger.

The following acknowledge that the above is a true and correct copy of a Plan of Merger adopted by the board of directors of **GUARDIAN TRUST FOUNDATION, INC.**, a Florida Not For Profit Corporation, on September 29, 2015 and by the board of directors of **NATIONAL NON-PROFIT FOR AMERICANS WITH DISABILITIES, INC.**, a Florida Not For Profit Corporation on September 29, 2015.



GUARDIAN TRUST FOUNDATION, INC., a Florida Not for Profit Corporation
By TRAVIS FINCHUM, President



NATIONAL NON-PROFIT FOR AMERICANS WITH DISABILITIES, INC, a Florida Not for Profit Corporation
By TRAVIS FINCHUM, President