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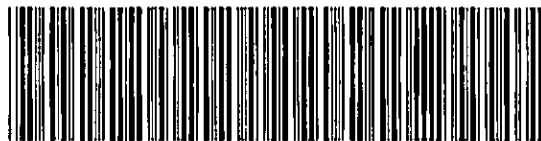
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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JUL 09 2018

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HEARTBEAT INTERNATIONAL FOUNDATION, INC.

Name of Surviving Party

Please return all correspondence concerning this matter to:

John J. Agliano, Esquire

Contact Person

Bajo Cuva Cohen Turkel, P.A.

Firm/Company

100 N. Tampa Street, Suite 1900

Address

Tampa, Florida 33602

City, State and Zip Code

john.agliano@bajocuva.com

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

For further information concerning this matter, please call:

John J. Agliano

Name of Contact Person

at (813) 868-6171

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

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18 JUL -5 AM 5:55

STATE OF FLORIDA
ARTICLES OF MERGER

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

HEARTBEAT INTERNATIONAL WORLDWIDE, INC.

INTO

HEARTBEAT INTERNATIONAL FOUNDATION, INC.

THESE ARTICLES OF MERGER (these "Articles") are being submitted for filing on the 29th day of June, 2018, effective as of January 1, 2018, in accordance with Section 617.1105 of the Florida Statutes in connection with the merger of Heartbeat International Worldwide, Inc. with and into Heartbeat International Foundation, Inc. (the "Merger");

FIRST: **Merging Entity.** The exact name, street address of its principal office, jurisdiction and entity type for the merging entity is as follows:

Name:	Heartbeat International Worldwide, Inc.
Street Address:	2810 W. St. Isabel Street, Tampa, Florida 33607
Jurisdiction:	Florida
Entity Type:	not-for-profit corporation
Florida Doc. No.	N93000005376
FEI Number:	59-3236060

SECOND: **Surviving Entity.** The exact name, street address of its principal office, jurisdiction and entity type of the surviving entity is as follows:

Name:	Heartbeat International Foundation, Inc.
Street Address:	2810 W. St. Isabel Street, Tampa, Florida 33607
Jurisdiction:	Florida
Entity Type:	not-for-profit corporation
Florida Doc. No.:	N07000005564
FEI Number:	26-0330887

THIRD: **Plan of Merger; Satisfaction of Conditions.** The Agreement and Plan of Merger (the "Plan of Merger") for the Merger is attached hereto as Exhibit A, and by this reference is incorporated in these Articles in its entirety. All conditions precedent to the Merger, as specified in the Plan of Merger, have been met or waived by the constituent companies to the Merger.

FOURTH: Compliance. The Plan of Merger complies with (i) the applicable provisions of Chapter 617 of the Florida Statutes (the "F.S."), and (ii) the terms of the respective Articles of Incorporation and Bylaws of each of the constituent companies to the Merger.

FIFTH: Approvals.

(a) On December 12, 2017, pursuant to and in accordance with the applicable provisions of Chapter 617 of the F.S. and the Articles of Incorporation and Amended and Restated Bylaws of Heartbeat International Worldwide, Inc. ("Worldwide"), which has no members, the Board of Directors of Worldwide, comprised of the 3 Directors then in office, unanimously approved and duly adopted the Plan of Merger and authorized the preparation and filing of these Articles.

(b) On December 20, 2017, pursuant to and in accordance with the applicable provisions of Chapter 617 of the F.S. and the Articles of Incorporation and Bylaws of Heartbeat International Foundation, Inc. ("Foundation"), which has no members, the Board of Directors, comprised of the six (6) Directors then in office, of Foundation unanimously approved and duly adopted the Plan of Merger and authorized the preparation and filing of these Articles.

SIXTH: Effective Time. The Merger shall be effective at 12:00 a.m., Eastern Time, on January 1, 2018 (the "Effective Time").

SEVENTH: Terms of Merger. At the Effective Time, the following actions will occur in accordance with the Plan of Merger:

(a) Worldwide (the "Merged Entity") shall be merged with and into Foundation (the "Surviving Entity").

(b) The Articles of Incorporation of Foundation, as in effect immediately prior to the Effective Time (the "Articles of Incorporation"), shall thereafter continue in full force and effect as the Articles of Incorporation of the Surviving Entity, until altered or amended as provided therein or by law.

(c) The Bylaws of Foundation, as in effect immediately prior to the Effective Time (the "Bylaws"), shall thereafter continue in full force and effect as the Bylaws of the Surviving Entity, until altered or amended as provided therein or by law.

(d) At and as of the Effective Time, by virtue and as a result of the Merger, and without any action on the part of the holder thereof, each of the issued and outstanding membership interests of the Merged Entity shall be cancelled, without payment of any consideration and without conversion, and the Merged Entity shall cease to exist.

(e) At and as of the Effective Time, by virtue and as a result of the Merger, and without any action on the part of the holder thereof, each of the issued and outstanding membership interests of the Surviving Entity shall remain issued and outstanding, and the Surviving Entity shall continue to exist.

EIGHTH: Directors of Surviving Entity. The Directors of Foundation, as in office immediately prior to the Effective Time (the "Directors"), shall thereafter continue in office as the Directors of the Surviving Entity, their resignation, removal or successors shall be duly appointed or elected in accordance with the Bylaws of the Surviving Entity. At and as of the Effective Time, by virtue and as a result of the Merger, the names and addresses of the Directors of the Surviving Entity shall be:

Dr. Benedict S. Maniscalco
2727 W. Dr. Martin Luther King Jr. Blvd.
Suite 800
Tampa, Florida 33607

Dr. Joseph Messer
2501 Compass Road
Suite 135
Glenview, Illinois 60026

Ariel Garcia
2810 W. Saint Isabel Street
Suite 201B
Tampa, Florida 33607

Edmon Rakipi
Westshore Financial Group
5426 Bay Center Drive
Suite 550
Tampa, Florida 33609

Sandra Kruel
2727 W. Dr. Martin Luther King Jr., Blvd.
Suite 800
Tampa, Florida 33607

Laura DeLise
2810 W. Saint Isabel Street
Suite 201B
Tampa, Florida 33607

IN WITNESS WHEREOF, the undersigned entities have caused these Articles of Merger to be executed and acknowledged in their respective names by their respective managers, duly authorized, in accordance with the laws of the State of Florida, all on and as of the day and year first above written.

HEARTBEAT INTERNATIONAL FOUNDATION, INC.

By: Benedict S. Maniscalco
Benedict S. Maniscalco, Its President

HEARTBEAT INTERNATIONAL WORLDWIDE, INC.

By: Benedict S. Maniscalco
Benedict S. Maniscalco, Its Chairman

Exhibit A

Agreement and Plan of Merger

(Attached)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, effective as of December 31, 2017 (this "Agreement"), is entered into by and among HEARTBEAT INTERNATIONAL FOUNDATION, INC, a Florida nonprofit corporation (the "Foundation"), and HEARTBEAT INTERNATIONAL WORLDWIDE, INC., a Florida nonprofit corporation (the "Worldwide").

WITNESSETH:

WHEREAS, (1) the Articles of Incorporation of Foundation were filed with the Secretary of State of Florida on June 5, 2007; and (2) the Articles of Incorporation of Worldwide were filed with the Department of State of Florida on July 31, 2003;

WHEREAS, both Foundation and Worldwide are organized and operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Code;

WHEREAS, both Foundation and Worldwide are nonprofit corporations and do not have authority to issue capital stock;

WHEREAS, the business and affairs of each of Worldwide and Foundation are managed and all of the powers of each of Worldwide and Foundation are exercised by the Board of Directors of Worldwide and Foundation, respectively;

WHEREAS, the Board of Directors of each of Foundation and Worldwide has declared it advisable, desirable and in the best interests of each of Foundation and Worldwide to merge Worldwide with and into Foundation, with Foundation being the surviving company, pursuant to the provisions of the Florida Not For Profit Corporations Act (the "Florida Act") and upon the terms and conditions hereinafter set forth;

WHEREAS, the Merger (as defined below) will encourage efficiency and cost savings in the delivery of charitable services by Foundation in the State of Florida;

WHEREAS, Foundation will receive all of Worldwide's assets and will use these assets in the conduct of its charitable activities and as set forth herein with regard to the Foundation's Funds (as defined below);

WHEREAS, the Merger will be a one-time transfer of the assets of Worldwide, all the assets involved in the transfer will be devoted to the promotion of Foundation's exempt purposes, and such transfer will be "substantially related" (within the meaning of Treasury regulations § 1.513-1(d)) to the exempt charitable purposes of Foundation;

WHEREAS, pursuant to Article VI, Section VI of Worldwide's bylaws, no member is entitled to share in any distribution of the Corporate assets upon the Merger of Worldwide;

WHEREAS, Worldwide has no liabilities other than those listed on Exhibit A attached hereto and is not engaged in an unrelated trade or business;

EXHIBIT

A

WHEREAS, Foundation will, by operation of law, assume all liabilities of Worldwide as of the Effective Date;

WHEREAS, the Board of Directors of each of Foundation and Worldwide have agreed that it is in the best interests of both affiliates that the surviving company operate under the name "Heartbeat International Foundation, Inc.";

WHEREAS, after the Merger, Foundation, as the surviving company, will save lives globally by providing cardiovascular implantable devices and treatment to the needy people of the world, and will continue to operate primarily for charitable purposes under Section 501(c)(3) of the Code and the Treasury regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals are incorporated into this Agreement by this reference.

2. Effective Time. Effective as of the date of acceptance of the filing of the Certificate of Merger with the Secretary of State of Florida (the "**Effective Time**"), Worldwide shall be merged with and into Foundation (the "**Merger**"), with Foundation being the surviving company in the Merger.

3. Foundation as the Surviving Company. As of the Effective Time, all of the properties, rights, privileges, immunities, and powers of Worldwide shall vest in Foundation, as the surviving company, and all debts, liabilities, obligations and duties of Worldwide shall become the debts, liabilities, obligations and duties of Foundation, as the surviving company. For the avoidance of doubt, as of the Effective Time, all trade names of Worldwide shall be transferred and owned by Foundation. From and after the Effective Time, Foundation, which is sometimes hereinafter referred to as the "surviving company," shall exist under the name Heartbeat International Foundation, Inc. The separate existence of Worldwide, which is sometimes hereinafter referred to as the "terminating company," shall cease at the Effective Time in accordance with the provisions of the Florida Act.

4. Articles of Incorporation of the Surviving Company. The Articles of Incorporation of Foundation in effect immediately prior to the Effective Time, shall continue to be the Articles of Incorporation of the surviving company and shall continue in full force and effect until amended or changed in the manner prescribed by the Florida Act.

5. Bylaws of the Surviving Company. The Bylaws shall be the bylaws of the surviving company and shall continue in full force and effect until amended or changed in the manner prescribed by the Florida Act.

6. Officers and Directors of the Surviving Company. The officers and directors of Foundation immediately prior to the Effective Time shall be the officers and directors of Foundation, as the surviving company, from and after the Effective Time until their successors have been duly elected, appointed or qualified or until the earlier of their death, resignation or removal in accordance with the Bylaws of the surviving company.

7. Effectuating the Merger. Each of Foundation and Worldwide agrees that it will cause to be executed, filed and recorded any document or documents prescribed by the laws of the State of Florida, and that it will cause to be performed all necessary acts within the State of Florida and elsewhere to effectuate the transactions herein provided.

8. Termination or Abandonment. At any time prior to the filing of the Certificate of Merger with the Secretary of State of Florida, this Agreement may be terminated and abandoned by action of the Board of Directors of Foundation or Worldwide to the extent permitted by the laws of Florida, as applicable.

9. Consent to Service of Process. Foundation, as the surviving company, agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Worldwide, as well as for enforcement of any obligation of the surviving company, and irrevocably appoints the Secretary of Florida as its agent to accept service of process in any such suit or proceeding. A copy of such process shall be mailed by the Secretary of Florida to the surviving company at the following address:

Dr. Benedict S. Maniscalco
2727 West Martin Luther King Jr. Boulevard
Suite 800
Tampa, FL 33607

With a copy to:

DLA Piper LLP (US)
500 Eighth Street, NW
Washington, D.C. 20004
Attn: Richard Marks, Esq.

10. Miscellaneous.

This Agreement, along with the Statement of Merger of Worldwide into Foundation, constitute the entire understanding between the parties with respect to the transaction this Agreement contemplates.

The captions and headings are only for convenience of reference, are not a part of this Agreement, and will not limit or construe the provisions to which they apply. All references in this Agreement to the singular usage will be construed to include the plural and the masculine and neuter usages to include the other and the feminine.

This Agreement may be executed in multiple counterparts, which may be delivered by an exchange of original signature pages or of facsimiles, email attachments or other similar means of electronic transmission, all of which taken together will constitute one single agreement between the parties hereto.

This Agreement shall be construed in accordance with the laws of the State of Florida.

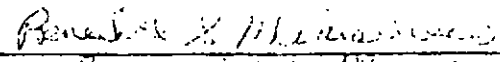
a. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power or privilege.

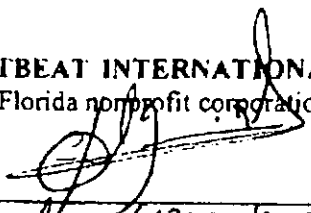
c. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**HEARTBEAT INTERNATIONAL FOUNDATION,
INC,** a Florida nonprofit corporation

By: 
Name: Pamela S. McManus
Title: Chairman

**HEARTBEAT INTERNATIONAL WORLDWIDE,
INC,** a Florida nonprofit corporation

By: 
Name: ARIEL GARCIA SULAR
Title: _____