

## Florida Department of State

Division of Corporations  
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## MERGER OR SHARE EXCHANGE

The Schlanger Family Foundation Inc.

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Estimated Charge	\$78.75

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**ARTICLES OF MERGER  
FOR  
FLORIDA PROFIT OR NON-PROFIT CORPORATION**

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 or 617.0302, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
The Schlanger Family Foundation Inc.	New York	Non-Profit

**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>
The Schlanger Family Foundation, Inc.	Florida	Non-Profit

NOT 000007990

**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, 608, 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: Upon Filing

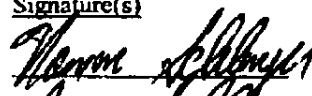

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows: N/A

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

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EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity: N/A

NINTH: Signature(s) for Each Party:

<u>Name</u>	<u>Signature(s)</u>	<u>Name of Individual</u>
The Schlanger Family Foundation Inc.		Norman Schlanger
The Schlanger Family Foundation, Inc.		Norman Schlanger

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PLAN OF MERGER PURSUANT TO N-PCL 902 OF  
**THE SCHLANGER FAMILY FOUNDATION INC.**  
(a New York not-for-profit corporation)  
**INTO**  
**THE SCHLANGER FAMILY FOUNDATION, INC.**  
(a Florida not-for-profit Corporation)

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "**Agreement**") made and entered into this 24th day of September, 2007 by and between **THE SCHLANGER FAMILY FOUNDATION INC.**, a New York Type B not-for-profit corporation, with its principal office originally located at 27 Hill Lane, Roslyn Heights, New York 11577 (hereinafter referred to as the "**Merging Entity**"), and **THE SCHLANGER FAMILY FOUNDATION, INC.**, a Florida not-for-profit corporation, with its principal office located at 19685 Oak Brook Circle, Boca Raton, FL 33434 (hereinafter referred to as the "**Surviving Entity**").

**WITNESSETH:**

**WHEREAS**, the Merging Entity is a Type B not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of New York; and

**WHEREAS**, the Surviving Entity is a not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

**WHEREAS**, pursuant to duly executed Written Consents of the Directors of the Merging Entity and the Surviving Entity, the Merging Entity and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Chapter 617 of the Florida Statutes, and Articles of Merger which will be duly filed in the offices of the Secretary of State of Florida,

**NOW THEREFORE**, in consideration of the mutual premises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct in every respect and are incorporated by reference herein.

2. **MERGER.** Upon the terms and subject to the conditions set forth herein, on the Effective Date (as defined below), the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement, with the Surviving Entity continuing its existence under the laws of the State of Florida.

3. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective upon filing (the "**Effective Date**").

4. **SURVIVING ENTITY.** On and after the Effective Date of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a not-for-profit corporation under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Not For Profit Corporation Act.

(b) The separate existence of the Merging Entity shall cease and its property shall become the property of the Surviving Entity.

(c) The Surviving Entity will assume liability for any and all debts and obligations of the constituent corporations. To the extent permitted by the Internal Revenue Code of 1986 and the Regulations promulgated thereunder, the Surviving Entity will succeed to the aggregate tax benefit of the constituent corporations.

(d) The Surviving Entity will be subject to service of process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of the constituent corporations.

(e) The Surviving Entity will be subject to suit in the State of New York in respect of any property transferred or conveyed to it as provided in paragraph (c) of section 907 (Approval by the supreme court) of the Not-for-Profit Corporation Law of the State of New York, or the use made of such property, or any transaction in connection therewith.

5. **ARTICLES OF INCORPORATION AND BYLAWS.** The Articles of Incorporation, and any amendments thereto, of the Surviving Entity shall continue on and after the Effective Date as the Articles of Incorporation of the Surviving Entity, unimpaired by the Merger. The Bylaws, and any amendments thereto, of the Surviving Entity shall continue on and after the Effective Date as the Bylaws of the Surviving Entity, unimpaired by the Merger.

6. **DIRECTORS.** The directors and officers in office of the Surviving Entity upon the Effective Date of the Merger shall be the members of the first Board of Directors and the first officers of the Surviving Entity, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Entity.

7. **APPROVAL.** The Merger contemplated by this Agreement has been submitted to and approved by the respective Directors of the Merging Entity and the Surviving Entity. Subsequent to the execution of this Agreement by the respective duly authorized Directors of the Merging Entity and the Surviving Entity, such Directors of

the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

8. **MISCELLANEOUS.**

(a) Neither the merging entity nor the surviving entity is a membership corporation.

(b) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(c) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(d) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized Directors as of the date first above written.

## THE MERGING ENTITY:

THE SCHLANGER FAMILY  
FOUNDATION INC., a New York not-for-profit corporation

  
NORMAN SCHLANGER

  
JILL SCHLANGER KALOGERAS

  
CRAIG SCHLANGER

  
DARREN SCHLANGER

## THE SURVIVING ENTITY:

THE SCHLANGER FAMILY  
FOUNDATION, INC., a Florida not-for-profit corporation

  
NORMAN SCHLANGER

  
JILL SCHLANGER KALOGERAS

  
CRAIG SCHLANGER

  
DARREN SCHLANGER