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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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**BOND, SCHOENECK & KING, PLLC**  
ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

CURTIS B. CASSNER  
Direct: (239) 659-3848  
Fax: (239) 659-3812  
ccassner@bsk.com 2010.

December 3, 2010

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

Re: *Taishoff Family Foundation, Inc.*

Enclosed are Articles of Merger, along with a conformed copy, and a check made payable to the Florida Department of State in the amount of \$78.75 (\$35.00 per party plus \$8.75 for Certified Copy) are submitted for filing.

Please return all correspondence concerning this matter to: Curtis B. Cassner, Esq., Bond, Schoeneck & King, PLLC, 4001 Tamiami Trail N, Suite 250, Naples, FL 34103-3555 (ccassner@bsk.com). For further information concerning this matter, please call Curtis B. Cassner, Esq. at (239) 659-3848.

Sincerely,

BOND, SCHOENECK & KING, PLLC

A handwritten signature in black ink, appearing to be 'C. Cassner', written over the printed name.

Curtis B. Cassner

CBC  
Enclosures

ARTICLES OF MERGER  
OF  
THE TAISHOFF FAMILY FOUNDATION  
INTO  
THE TAISHOFF FAMILY FOUNDATION, INC.

10 DEC 13 AM 8:31  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Pursuant to Section 607.1109 or 617.0302 of the Florida Statutes, the undersigned entities, the Taishoff Family Foundation, Inc., a Florida non-profit corporation, whose Articles of Incorporation shall remain the same as the survivor and the Taishoff Family Foundation, a Florida non-profit trust, adopt the following Articles of Merger for the purpose of merging the Taishoff Family Foundation into the Taishoff Family Foundation, Inc., a Florida non-profit corporation.

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

- A. The Taishoff Family Foundation  
FL 990-PF/Trust *G10000113051*
- B. The Taishoff Family Foundation, Inc.  
FL 990-PF/Corp *N08-9771*

The exact name, form/entity type, and Jurisdiction of the surviving Parties are as follows:

- A. The Taishoff Family Foundation, Inc.  
FL 990-PF/Corp

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of the Taishoff Family Foundation into the Taishoff Family Foundation, Inc., a Florida non-profit corporation, attached to these Articles as an exhibit, was approved by each entity that is a party to the merger in accordance with the applicable provisions of the Florida Statutes.

Adoption of Plan

2.

- A. The Plan of Merger was adopted at a meeting of the Trustees of the Taishoff Family Foundation on November 11, 2010.
- B. The Plan of Merger was adopted at a meeting of the Directors of the Taishoff Family Foundation, Inc. on November 11, 2010.

3. The Taishoff Family Foundation nor the Taishoff Family

Merger. The Taishoff Family Foundation has four (4) directors and the Taishoff Family Foundation, Inc. has four (4) directors. The Plan of Merger was adopted by the unanimous written consent of the trustees of the Taishoff Family Foundation and by the unanimous written consent of the directors of the Taishoff Family Foundation, Inc.

Effective Date

4. The Plan of Merger shall be effective on 12/31, 2010.

IN WITNESS WHEREOF, each of the undersigned entities has caused these Articles to be signed as of ~~August~~ 11, 2010.  
*November*

Taishoff Family Foundation

By: 

Robert P. Taishoff, Trustee  
& Chairman

Taishoff Family Foundation, Inc.

By: 

Robert P. Taishoff,  
Chairman and Director

**PLAN AND AGREEMENT OF REORGANIZATION  
FOR REORGANIZATION OF THE TAISHOFF FAMILY FOUNDATION,  
A FLORIDA NON-PROFIT TRUST  
WITH AND INTO  
THE TAISHOFF FAMILY FOUNDATION, INC.,  
A FLORIDA NON-PROFIT CORPORATION**

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10 DEC 13 AM 8:53

*This is a Plan and Agreement of Liquidation and Merger (Agreement) between the Taishoff Family Foundation, a Florida non-profit trust (the Liquidating Foundation), and the Taishoff Family Foundation, Inc., a Florida non-profit corporation ("Surviving Foundation").*

**ARTICLE 1 . PLAN OF MERGER/LIQUIDATION**

***Plan Adopted***

*1.01. A plan of liquidation of the Liquidating Foundation wherein the Liquidating Foundation will make significant disposition of assets pursuant to section 507(b)(2) and 368(a)(1)(f) of the Internal Revenue Code of 1986, as amended (the "Code") whereby the net assets of the Liquidating Foundation, valued at date of distribution, will be distributed to Surviving Foundation as follows:*

- (a) Surviving Foundation will be a Code section 501(c)(3) exempt organization and classified as a Private Foundation under Code section 509(a). The Board of Directors of which shall be: Robert P. Taishoff, Laurie B. Taishoff, Martha Taishoff, and Joel Miller;*
- (b) Surviving Foundation agrees to assume expenditure responsibility under Code section 4945 for all of Liquidating Foundation's outstanding grants, if any.*

***Effective Date***

*1.02. The effective date of the liquidation (Effective Date) shall be December 31, 2010.*

**ARTICLE 2 . REPRESENTATIONS AND WARRANTIES  
OF CONSTITUENT FOUNDATIONS**

### *Liquidating Foundation*

*2.01. As a material inducement to the Surviving Foundation to execute this Agreement and perform its obligations under this Agreement, the Liquidating Foundation represents and warrants to the Surviving Foundation as follows:*

- (a) The Liquidating Foundation is a wholly charitable trust duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted.*
- (b) The Liquidating Foundation has furnished the Surviving Foundation the balance sheet of the Liquidating Foundation as of December 31, 2009 and the related statement of income for the twelve months then ended, and an interim unaudited balance sheet (the "Balance Sheet") as of July 31, 2010 (the "Balance Sheet Date") and the related statement of income for the seven-month period then ended. These financial statements (i) are in accordance with the books and records of the Liquidating Foundation; (ii) fairly present the financial condition of the Liquidating Foundation as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of the Liquidating Foundation. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of the Liquidating Foundation at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.*
- (c) All required federal, state, and local tax returns of the Liquidating Foundation have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the*

*periods covered by the returns have been paid. The Liquidating Foundation has not been delinquent in the payment of any tax or assessment.*

***Surviving Foundation***

*2.02. As a material inducement to the Liquidating Foundation to execute this Agreement and perform its obligations under this Agreement, Surviving Foundation represent and warrant to the Liquidating Foundation as follows:*

- (a) Surviving Foundation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate powers and authority to own property and carry on its business as it is now being conducted.*

**ARTICLE 3 . COVENANTS, ACTIONS, AND  
OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

***Interim Conduct of Business; Limitations***

*3.01. Except as limited by this Paragraph 3.01, pending consummation of the reorganization, each of the constituent entities will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Surviving Foundation, pending consummation of the reorganization, the Liquidating Foundation shall not:*

- (a) Enter into any transaction other than those involved in carrying on its ordinary course of business.*

***Conditions Precedent to Obligations of the Liquidating Foundation***

*3.02. Except as may be expressly waived in writing by the Liquidating Foundation, all of the obligations of the Liquidating Foundation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Surviving Foundation:*

- (a) The representations and warranties made by Surviving Foundation to the Liquidating Foundation in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If*

*Surviving Foundation shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the Liquidating Foundation and shall either correct the error, misstatement, or omission or obtain a written waiver from the Liquidating Foundation.*

- (b) Surviving Foundation shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.*
- (c) Surviving Foundation shall have delivered to the Liquidating Foundation an opinion of Curtis Cassner, counsel for Surviving Foundation, dated the Effective Date, to the effect that:*
  - (1) Surviving Foundation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of Surviving Foundation. Surviving Foundation has no subsidiaries.*
  - (2) The execution, the delivery, and the performance of this Agreement by Surviving Foundation has been duly authorized and approved by requisite corporate action of Surviving Foundation.*
  - (3) This Agreement and the instruments delivered to the Liquidating Foundation under this Agreement have been duly and validly executed and delivered by the Surviving Foundation and constitute the valid and binding obligations of Surviving Foundation, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.*
- (d) Surviving Foundation shall have delivered to the Liquidating Foundation a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.*



- (e) *No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.*
- (f) *All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Liquidating Foundation.*

***Conditions Precedent to Obligations of Surviving Foundation***

*3.03. Except as may be expressly waived in writing by Surviving Foundation, all of the obligations of Surviving Foundation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Liquidating Foundation:*

- (a) *The representations and warranties made by the Liquidating Foundation to Surviving Foundation in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If the Liquidating Foundation shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Surviving Foundation and shall either correct the error, misstatement, or omission or obtain a written waiver from Surviving Foundation.*
- (b) *The Liquidating Foundation shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.*
- (c) *The Liquidating Foundation shall have delivered to Surviving Foundation an opinion of Curtis Cassner, counsel for the Liquidating Foundation, dated the Effective Date, to the effect that:*
  - (1) *The Liquidating Foundation is duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign entity in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or*

*properties of the Liquidating Foundation. The Liquidating Foundation has no subsidiaries.*

- (2) The execution, the delivery, and the performance of this Agreement by the Liquidating Foundation has been duly authorized and approved by requisite corporate action of the Liquidating Foundation.*
- (3) This Agreement and the instruments delivered to Surviving Foundation under this Agreement have been duly and validly executed and delivered by the Liquidating Foundation and constitute the valid and binding obligations of the Liquidating Foundation, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.*
- (d) The Liquidating Foundation shall have delivered to Surviving Foundation a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of the Liquidating Foundation and certifying to the satisfaction of the conditions specified in Subparagraphs(a) and (b) of this Paragraph 3.04.*
- (e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.*

#### **ARTICLE 4 . DIRECTORS AND OFFICERS**

##### ***Directors and Officers of Survivor***

- 4.01. (a) The present Boards of Directors of Surviving Foundation shall continue to serve as the Board of Directors of the Surviving Foundation until the next annual meeting or until their successors have been elected and qualified.*
- (b) All persons who as of the Effective Date of the liquidation shall be executive or administrative officers of Surviving Foundation shall remain as officers of the Surviving Foundation.*

## **ARTICLE 5 . BYLAWS**

### ***Bylaws of Survivor***

*5.01. The bylaws of Surviving Foundation, as existing on the Effective Date of the liquidation, shall continue in full force as the bylaws of the Surviving Foundation until altered, amended, or repealed as provided in the bylaws or as provided by law.*

## **ARTICLE 6 . NATURE AND SURVIVAL OF WARRANTIES, AND EXPENSES OF NON-SURVIVOR**

### ***Nature and Survival of Representations and Warranties***

*6.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Liquidating Foundation, Surviving Foundation, pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties shall act as a waiver of any representation or warranty made under this Agreement.*

### ***Expenses***

*6.03. The Liquidating Foundation will cause the Trustees to pay all expenses in excess of \$50,000 incurred by the Liquidating Foundation in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of the Liquidating Foundation's counsel and accountants (none of which shall be charged to the Liquidating Foundation). If the transactions contemplated by this Agreement are not consummated, either the Liquidating Foundation or the Trustees shall pay such expenses of the Liquidating Foundation as the Trustees and the Liquidating Foundation may then determine. Surviving Foundation shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.*

## **ARTICLE 7 . TERMINATION**

### ***Circumstances***

***7.01. This Agreement may be terminated and the liquidation may be abandoned at any time prior to any distribution from the Liquidating Foundation to the Surviving Foundation, notwithstanding the approval of the Directors/Trustee of either of the constituent entities:***

- (a) By mutual consent of the Boards of Directors/Trustees of the constituent entities.***
- (b) At the election of the Board of Trustees of the Liquidating Foundation if the Commissioner of Internal Revenue shall have not have ruled, in substance, that for federal income tax purposes the liquidation will qualify as a reorganization under Code sections 507(b)(2) and 368 and that no penalties will be incurred by the Liquidating Foundation on the distribution of assets to the Surviving Foundation.***
- (d) At the election of the Board of Directors of Surviving Foundation if without the prior consent in writing of Surviving Foundation, the Liquidating Foundation shall have:***
  - (1) Entered into any transaction other than those involved in carrying on its business in the usual manner.***

### ***Notice of and Liability on Termination***

***7.02. If an election is made to terminate this Agreement and abandon the liquidation:***

- (a) The Chairman, President or any Vice President of any of the constituent entities whose Board of Directors/Trustees has made the election shall give immediate written notice of the election to the other constituent entities.***
- (b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed liquidation shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of any constituent corporation as a result of the termination and abandonment.***

## **ARTICLE 8 . INTERPRETATION AND ENFORCEMENT**

### ***Further Assurances***

*8.01. The Liquidating Foundation agrees that from time to time, as and when requested by the Surviving Foundation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Liquidating Foundation further agrees to take or cause to be taken any further or other actions as the Surviving Foundation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Foundation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.*

### ***Notices***

*8.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:*

*(a) In the case of the Taishoff Family Foundation, to:*

*Curtis Cassner, Esq.  
Bond, Schoeneck & King, PLLC  
4001 Tamiami Trail N. Suite 250  
Naples, FL 34103-3555*

*or to such other person or address as the Taishoff Family Foundation may from time to time request in writing.*

(b) In the case of the Taishoff Family Foundation, Inc. to:

Curtis Cassner, Esq.  
Bond, Schoeneck & King, P~~A~~<sup>LLC</sup>  
4001 Tamiami Trail N. Suite 250  
Naples, FL 34103-3555

or to such other person or address as the Taishoff Family Foundation, Inc. may from time to time request in writing.

***Entire Agreement; Counterparts***

8.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

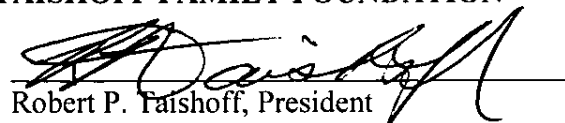
***Controlling Law***

8.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on November 11, 2010.

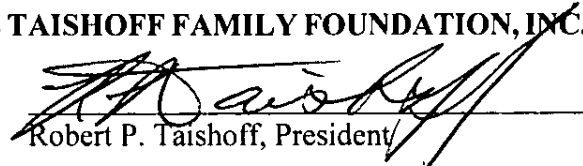
**THE TAISHOFF FAMILY FOUNDATION**

By:

  
Robert P. Taishoff, President

**THE TAISHOFF FAMILY FOUNDATION, INC.**

By:

  
Robert P. Taishoff, President