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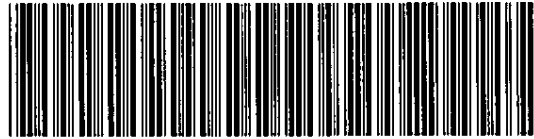
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DATE: 12/31/13

NAME: SLATTERY FAMILY FOUNDATION, INC

TYPE OF FILING: MERGER

COST: 78.75

RETURN: CERTIFIED COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
Of
SLATTERY FAMILY FOUNDATION,
a California Nonprofit Public Benefit Corporation
Into
SLATTERY FAMILY FOUNDATION, INC.,
a Florida Not For Profit Corporation**

N 13000011307

Pursuant to Florida Statutes Section 617.1105, as amended, Slattery Family Foundation, Inc., a Florida not for profit corporation, hereby submits the following Articles of Merger, whereby Slattery Family Foundation, a California nonprofit public benefit corporation, will merge with and into Slattery Family Foundation, Inc. in accordance with Florida law (the "Merger").

1. Parties to the Merger. The names and places of incorporation of the parties to the merger pursuant to the Plan of Merger are as follows:

(a) Slattery Family Foundation, Inc., a Florida not for profit corporation ("**Surviving Corporation**"), with its principal place of business located at One Pelican Isle, Fort Lauderdale, Florida 33301; and

(b) Slattery Family Foundation, a California nonprofit public benefit corporation ("**Merging Corporation**"), with its principal place of business located at One Pelican Isle, Fort Lauderdale, Florida 33301.

2. Merger Approval.

(a) Surviving Corporation. The Members of Surviving Corporation approved and adopted the Agreement and Plan of Merger, by and between Surviving Corporation and Merging Corporation dated as of December 23, 2013 (the "**Merger Agreement**"), by unanimous written consent action of the Members on December 23, 2013, in accordance with Florida Statutes Section 617.0701.

(b) Merging Corporation. The Members of Merging Corporation adopted the Merger Agreement by unanimous written consent action on December 23, 2013.

3. Name and Address of the Surviving Entity. Surviving Corporation shall be the surviving business entity of the Merger. The name of the surviving entity shall be "Slattery Family Foundation, Inc.". Its address shall be One Pelican Isle, Fort Lauderdale, Florida 33301.

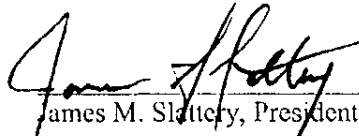
4. Merger Agreement. A copy of the executed Merger Agreement is on file at the offices of Surviving Corporation, at One Pelican Isle, Fort Lauderdale, Florida 33301. A copy of the Merger Agreement will be furnished by the surviving entity upon request, without cost, to any Member of Surviving Corporation or to any Member of Merging Corporation.

5. Effective Date. The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State (the "*Effective Date*").

IN WITNESS WHEREOF, Surviving Corporation and Merging Corporation have caused these Articles of Merger to be executed by their respective duly authorized Members, effective as of the Effective Date.

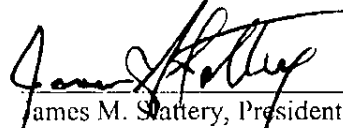
Slattery Family Foundation,
A California nonprofit public benefit
corporation

By:


James M. Slattery, President

Slattery Family Foundation, Inc.,
a Florida not for profit corporation

By:


James M. Slattery, President

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TALLAHASSEE, FLORIDA

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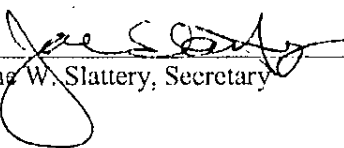
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of the Slattery Family Foundation, a California nonprofit public benefit corporation; and

(2) That the foregoing bylaws, comprising 24 pages, constitute the Bylaws of said corporation as duly adopted by the written consent of the Board of Directors of said corporation as of the date provided below.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of December 23, 2013.



Jane W. Slattery, Secretary

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AND
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

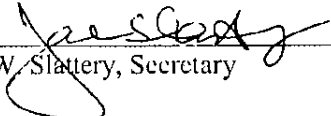
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of the Slattery Family Foundation, Inc., a Florida Not For Profit Corporation; and

(2) That the foregoing bylaws, comprising 24 pages, constitute the Bylaws of said corporation as duly adopted by the written consent of the Board of Directors of said corporation as of the date provided below.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of December 23, 2013.



Jane W. Slattery, Secretary

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AND
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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER
of
SLATTERY FAMILY FOUNDATION,
a California Nonprofit Public Benefit Corporation
into
SLATTERY FAMILY FOUNDATION, INC.,
a Florida Not For Profit Corporation

This Agreement and Plan of Merger (the "Agreement"), dated effective as of this 23rd day of December, 2013 by and between Slattery Family Foundation, a California nonprofit public benefit corporation ("Merging Corporation") and Slattery Family Foundation, Inc., a Florida not for profit corporation ("Surviving Corporation"), said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations".

RECITALS

A. Merging Corporation is a nonprofit public benefit corporation duly organized and existing under the laws of the State of California. Surviving Corporation is a not for profit corporation duly organized and existing under the laws of the State of Florida.

B. The Members of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations that Merging Corporation merge into Surviving Corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to Section 617.1101, Florida Statutes and where required in this Agreement and by statute, pursuant to the laws of the State of California.

AGREEMENTS

Now, therefore, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree, in accordance with the applicable provisions of the laws of the State of Florida, that the Constituent Corporations shall be merged into a single entity, to wit: Merging Corporation, one of the Constituent Corporations, shall merge into Surviving Corporation, as the other of the Constituent Corporations which is not a new corporation, and which shall continue its existence and be the corporation surviving the merger, and the terms and conditions of the merger hereby agreed upon (hereinafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth.

ARTICLE I

EFFECTIVE TIME OF THE MERGER

The Effective Time of the Merger shall be the date on which the Certificate of Merger in substantially the form annexed hereto as Exhibit "A" is filed in the office of the Florida Department of State in satisfaction of the requirements of the applicable laws of the State of Florida prerequisite

to such filings. At the effective time of the Merger, the separate existence of Merging Corporation shall cease, and Merging Corporation shall be merged into Surviving Corporation.

ARTICLE II

GOVERNING LAW; ARTICLES OF INCORPORATION; BYLAWS

1. The laws which are to govern the Surviving Corporation are the laws of the State of Florida. The Articles of Incorporation of Surviving Corporation, shall, at the Effective Time of the Merger, govern the future activities of the merged entities.
2. The Bylaws of Surviving Corporation at the Effective Time of the Merger shall continue to be the Bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.
3. The Members, Directors, and Officers of Surviving Corporation at the Effective Time of the Merger shall continue to be the Members, Directors, and Officers of the Surviving Corporation.

ARTICLE III

EFFECT OF THE MERGER

1. At the Effective Time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, as well as for all other assets belonging to each of said limited liability companies, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.
2. The transfer of assets described in Section 3.1 herein is intended to and does fully constitute a "significant disposition of assets" from Merging Corporation to Surviving Corporation, as that term is defined in I.R.C. Section 507(b)(2) and Treasury Regulation §1.507-3(c).

ARTICLE IV

ACCOUNTING MATTERS

The assets and liabilities of the Constituent Corporations as of the Effective Time of the Merger shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations.

ARTICLE V

APPROVAL OF MEMBERS; FILING OF ARTICLES OF MERGER

This Agreement shall be submitted to the Members of each of the Constituent Corporations. After adoption and approval, and subject to the conditions contained in this Agreement, the Articles of Merger shall be signed, verified and delivered to the Florida Department of State.

ARTICLE VI

ADDITIONAL AGREEMENTS

The Constituent Corporations further agree as follows:

1. Access and Information. The Constituent Corporations hereby agree that each will give to the others and to the others' accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Merger to all of its properties, books, contracts, commitments and records, and that each will furnish the others during such period with all such information concerning its affairs as such other parties may reasonably request. In the event of the termination of this Agreement each party will deliver to the others all documents, work papers and other material obtained from the others relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, and will use its best efforts to have any information so obtained and not heretofore made public kept confidential.

2. Expenses. Upon a termination of this Agreement, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants and control.

3. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of Merging Corporation acquired or to be acquired by or as a result of the Merger, the proper Members, Directors, or Officers of the Surviving Corporation, respectively, shall be and

they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

ARTICLE VII

GENERAL PROVISIONS

1. General. The headings in this Agreement shall not affect in any way its meaning or interpretation. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the Effective Time of the Merger by the party which is entitled to the benefit thereof; provided that any such modification or waiver shall in the judgment of the party making it not affect substantially and adversely the benefits to such party or its shareholders intended under this Agreement.

3. Governing-Law. This Agreement and the rights and obligations of the parties hereto, and any disputes arising from this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, pursuant to Florida Statutes Section 617.1107.

IN WITNESS WHEREOF, this Agreement has been signed by all of the Members of each of the Constituent Corporations, on the day and year first above written.

Slattery Family Foundation,
a California nonprofit public benefit
corporation

By: 

James M. Slattery, President

Slattery Family Foundation, Inc.,
a Florida not for profit corporation

By: 

James M. Slattery, President

EXHIBIT "A"

Articles of Merger

(See attached.)

ARTICLES OF MERGER
Of
SLATTERY FAMILY FOUNDATION,
a California Nonprofit Public Benefit Corporation
Into
SLATTERY FAMILY FOUNDATION, INC.,
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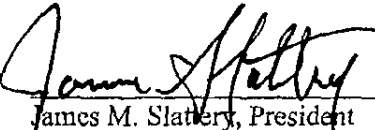
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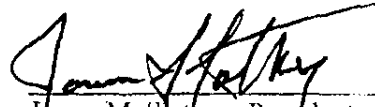
Slattery Family Foundation,
A California nonprofit public benefit
corporation

By:


James M. Slattery, President

Slattery Family Foundation, Inc.,
a Florida not for profit corporation

By:


James M. Slattery, President

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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(2) That the foregoing bylaws, comprising 24 pages, constitute the Bylaws of said corporation as duly adopted by the written consent of the Board of Directors of said corporation as of the date provided below.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of December 23, 2013.


Jane W. Slattery, Secretary

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AND
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SECRETARY OF THE
TALLAHASSEE, FLORIDA

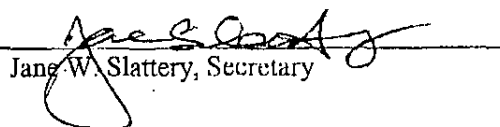
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