

N16000001871

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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EFFECTIVE DATE
7-1-16

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16 JUN 30 PM 2:43

JUL 1 2016

C LEWIS

Holland & Knight

Requester's Name

315 South Calhoun Street, suite 600

Address

Tallahassee, FL 32301 (850)425-5686

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. R + R Loving Hands, Inc
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☐ Walk in

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☐ Mail out

☐ Will wait

☐ Photocopy

☒ Certified Copy

☐ Certificate of Status

NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☒ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Examiner's Initials

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**ARTICLES OF MERGER
FOR
FLORIDA NOT FOR PROFIT CORPORATION**

The following Articles of Merger is submitted in accordance with the Florida Not-For-Profit Corporation Act, pursuant to Section 617.1105 of the Florida Statutes.

FIRST: The exact name form/entity type and jurisdiction of the merging corporation is as follows:

Name of Entity	Jurisdiction	Document #
The Florida Association For Deaf- Blind and Multi-Handicapped, Inc.	Florida	NO5760

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

Name of Entity	Jurisdiction	Document #	EFFECTIVE DATE 7-1-16
R&R Loving Hands, Inc.	Florida	N16000001871	

THIRD: The Agreement and Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on the date the Certificate of Merger is filed with the Florida Department of State.

FIFTH: The merger was approved by the board of directors of the merging corporation on July 1, 2016 and by the board of directors of the surviving corporation on July 1, 2016.

IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be signed by an authorized officer, this 5th day of July, 2016..

THE FLORIDA ASSOCIATION FOR
DEAF-BLIND AND MULTI-
HANDICAPPED, INC.

a Florida not-for-profit corporation

By: Lillian Pincus, Director

Debra Bety - President + Board FADB

R&R LOVING HANDS, INC.

a Florida not-for-profit corporation

By: Sophia Brunson

Exhibit A

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AGREEMENT AND PLAN OF MERGER

2016 JUN 30 AM 11:12

This Merger Agreement (this "Agreement") entered into to be effective as of July 5, 2016 ("Effective Date") by and between **The Florida Association for Deaf-Blind and Multi-Handicapped, Inc.**, a Florida not-for-profit corporation ("DBH") and **R&R Loving Hands, Inc.**, a Florida not-for-profit corporation ("R&R"). DBH and R&R are referred to collectively herein as the "Parties."

The Agreement contemplates a merger of DBH with and into R&R pursuant to Florida Not For Profit Business Corporation Act.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. Basic Transaction.

(a) The Merger. On and subject to the terms and conditions of this Agreement, DBH will merge with and into R&R (the "Merger") at the Effective Time. R&R shall be the corporation surviving the Merger (the "Surviving Corporation").

(b) The Closing. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at a location agreeable to the Parties on July 5, 2016.

(c) Actions at the Closing. At the Closing, DBH and R&R will file with the Secretary of State of the State of Florida Articles of Merger in the form attached hereto as Exhibit A.

(d) Effect of Merger.

(i) General. The Merger shall become effective at the time (the "Effective Time") DBH and R&R file the Articles of Merger with the Secretary of State of the State of Florida. The Merger shall have the effect set forth in the Florida Not For Profit Business Corporation Act. The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of either DBH or R&R in order to carry out and effectuate the transactions contemplated by this Agreement.

(ii) Articles of Incorporation. The Articles of Incorporation of R&R in effect at and as of the Effective Time will remain the Articles of Incorporation of Surviving Corporation without any modification or amendment in the Merger.

(iii) Bylaws. The Bylaws of R&R in effect at and as of the Effective Time will remain the Bylaws of Surviving Corporation without any modification or amendment in the Merger.

(iv) Directors and Officers. The directors and officers of R&R in office at and as of the Effective Time will remain the directors and officers of Surviving Corporation (retaining their respective positions and terms of office).

(e) Title to Real Property. R&R, at R&R's expense, may obtain a title insurance commitment issued by a Florida licensed title insurer, acceptable to R&R, agreeing to issue to R&R, upon filing the Articles of Merger, an owner's policy of title insurance, insuring R&R's marketable title to the Real Property.

(f) Survey. R&R, at R&R's expense, may obtain a survey of the Real Property, certified to R&R and the title company by a registered Florida surveyor, as being in accordance with the minimum technical detail requirements for land title surveys as set forth in Chapter 21-HH-6 of the Florida Administrative Code and Florida Statutes. Such survey shall be sufficient to enable R&R to obtain removal of the standard exception relating to survey matters from the owner's policies of title insurance received by R&R at Closing.

(g) Definitions. Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

(i) "Accounts Receivable" means any and all amounts and other obligations owed to DBH by reason of a sale of a good or provision of a service in the ordinary course of the Business.

(ii) "Assets" shall mean all of the assets, properties and rights of every kind and description of DBH pertaining to the Business, including without limitation:

(A) all machinery, furniture, fixtures, equipment and other tangible personal property owned by DBH (the "Owned Tangible Property"), including without limitation, DBH's rights under all related warranties;

(B) all of DBH's right, title and interest in and to the Leased Tangible Property.

(C) all inventory of the Business (the "Inventory");

(D) all prepaid expenses and deposits of DBH with third parties;

(E) all Intellectual Property of DBH;

(F) all of DBH's right, title and interest in, to and under the Contracts, including without limitation those listed on Schedule 2.11(a);

(G) all of DBH's right, title and interest in, to and under the Leases identified on Schedule 2.11(b);

(H) all client, customer, lead, mailing, circulation and purchaser lists, and all other lists, accounts, books and records of DBH and all other existing records of DBH, and all computerized records, together with the related documentation used in connection therewith;

(I) all claims, including but not limited to claims under DBH's insurance policies, causes of action and choses in action of DBH;

(J) all Governmental Authorizations, including without limitation those listed and described on Schedule 2.25;

(K) any sales, excise or other licenses or registrations issued to or held by DBH necessary for the operation of the Business which are transferable to R&R (each a "Transferable License");

(L) all of DBH's right, title and interest in DBHs Proprietary Information;

(M) all goodwill of DBH specific to the Business;

(N) all Accounts Receivable, supplies and prepaid assets of DBH; and

(iii) "Affiliate" shall mean an affiliate of an individual or entity as the term "affiliate" is defined in the rules and regulations promulgated under the Securities Act of 1933, as amended. In the case of any individual, "Affiliate" shall be deemed to include such individual's spouse, siblings and lineal descendants (whether natural or adopted) and spouses of such individual's siblings and lineal descendants.

(iv) "Agreement" shall mean this Merger Agreement and all schedules and exhibits hereto.

(v) "Audit" shall mean any audit, assessment of Taxes, any other examination or claim by any Tax Authority, or any judicial, administrative or other proceeding or litigation (including any appeal of any such judicial, administrative or other proceeding or litigation) relating to Taxes and/or Tax Returns.

(vi) "Board of Directors" shall mean DBH's current Board of Directors.

(vii) "Business" shall mean the business operations of DBH.

(viii) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(ix) "Contract" shall mean any written or oral contract, understanding, license, agreement (including, without limitation, any assignment agreement, consulting agreement and service agreement), commitment, lease, or contractual restriction of any kind to which DBH is a party or by which DBH is bound or to which any of the Assets are subject, including without limitation Third-Party Licenses.

(x) "Encumbrance" shall mean any claim, mortgage, pledge, lien, security or other third party right or interest of any kind whatsoever, conditional sales agreement, option, encumbrance or charge of any kind affecting real or personal property.

(xi) "Environmental Claims" shall mean any and all claims, actions, causes of action, or other written notices by any Person or entity alleging potential liability (including, but not limited to, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or civil or criminal penalties) arising out of or resulting from (i) circumstances forming the basis of any material violation of any Environmental Laws or (ii) any releases of Hazardous Materials at any real or personal property presently or formerly owned, leased or managed by DBH in the conduct of the Business or at any disposal facility which may have received Hazardous Materials generated by DBH in the conduct of the Business.

(xii) "Environmental Laws" shall mean any applicable federal, state, local or foreign law, treaty, judicial decision, regulation, rule, judgment, order, decree, injunction, permit or governmental restriction, each as in effect on or prior to the Closing Date, relating to the environment, health or safety.

(xiii) "Environmental Permits" shall mean all of the following required by Environmental Laws: licenses, franchises, permits, consents, orders, approvals, authorizations or registrations from, of or with a governmental entity.

(xiv) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

(xv) "GAAP" shall mean United States generally accepted accounting principles, consistently applied.

(xvi) "Governmental Authorizations" shall mean all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses, franchises, directives, orders, registrations and permits to or from, or filings, notices, or recordings to or with United States federal, state, and local governmental authorities.

(xvii) "Hazardous Materials" shall include (a) any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, biohazardous or infectious waste, special waste, or solid waste under Environmental Laws; (b) petroleum, petroleum-based or petroleum-derived products; (c) polychlorinated

any substance exhibiting a hazardous waste characteristic including but not limited to flammability, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (e) any asbestos-containing materials means the actual knowledge of any of the DBH

(xix) "Leased Tangible Property" shall mean all machinery, furniture, and other tangible personal property, in each case which is subject to a leasehold interest held by DBH and which is used in the conduct of the Business.

(xx) "Licensed Intellectual Property" shall mean Intellectual Property which DBH has the right to use pursuant to a Contract (such as a Third-Party License) with a Person (or another Person acting as an authorized representative of such Person) claiming to own (or control rights governing DBH's use of) such Intellectual Property including, without limitation, "open source," "freeware" or "public source" Software.

(xxi) "Material Adverse Effect" shall mean a material adverse effect, either individually or when aggregated with other such effects, on the assets, liabilities, condition (financial or otherwise), prospects or results of operations of the Business.

(xxii) "Material Owned Intellectual Property" shall mean Owned Intellectual Property that is not Incidental Intellectual Property.

(xxiii) "Permitted Encumbrances" shall mean (i) Encumbrances for current Taxes not yet due and payable or Taxes which are being disputed in good faith where no lien has yet been filed, (ii) mechanics, warehousemen and materialmen liens not material in nature or amount, (iii) the standard exceptions to an owner's title insurance policy, (iv) Encumbrances consisting of zoning or planning restrictions, easements, permits and other restrictions or limitations on the use of real property or irregularities in title thereto which do not materially detract from the value of, or materially impair the use of, such property and (v) existing indebtedness and all security interests securing such indebtedness.

(xxiv) "Person" shall mean an individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or governmental entity or any department, agency or political subdivision thereof.

(xxv) "Proprietary Information" shall mean technical, commercial, marketing and other information, data and material of the kind which is or can be used in the operation of a business.

(xxvi) "Real Property" means all fee or leasehold interests, easements, real estate licenses, rights to access and other rights with respect to real property.

(xxvii) "Related Documents" shall mean all agreements, instruments, documents and certificates to be executed and delivered pursuant to this Agreement.

(u) any substance exhibiting a hazardous waste characteristic including but not limited to corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (e) any asbestos-containing materials.

"Actual Knowledge" means the actual knowledge of any of the DBH

(xix) "Leased Tangible Property" shall mean all machinery, furniture, equipment and other tangible personal property, in each case which is subject to a leasehold interest held by DBH and which is used in the conduct of the Business.

(xx) "Licensed Intellectual Property" shall mean Intellectual Property which DBH has the right to use pursuant to a Contract (such as a Third-Party License) with a Person (or another Person acting as an authorized representative of such Person) claiming to own (or control rights governing DBH's use of) such Intellectual Property including, without limitation, "open source," "freeware" or "public source" Software.

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(xxvii) "Related Documents" shall mean all agreements, instruments, documents and certificates to be executed and delivered pursuant to this Agreement.

biphenyls; (d) any substance exhibiting a hazardous waste characteristic including but not limited to corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (e) any asbestos-containing materials.

(xviii) "Knowledge" means the actual knowledge of any of the DBH Board of Directors.

(xix) "Leased Tangible Property" shall mean all machinery, furniture, equipment and other tangible personal property, in each case which is subject to a leasehold interest held by DBH and which is used in the conduct of the Business.

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(xxvii) "Related Documents" shall mean all agreements, instruments, documents and certificates to be executed and delivered pursuant to this Agreement.

(xxviii) "Release" shall mean any spilling, leaking, pumping, emitting, emptying, discharging, escaping, leaching, migrating, dumping, or disposing of Hazardous Materials (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) into the environment in violation of any applicable Environmental Law.

(xxix) "Representatives" of any Person shall mean the attorneys, accountants or other agents or employees of such Person.

(xxx) "DBH's Proprietary Information" shall mean Proprietary Information used in the Business.

(xxxi) "Subsidiary" shall mean with respect to any Person, each entity of which a majority of the voting power or equity interest is owned, directly or indirectly, by such Person.

(xxxii) "Tangible Property" shall mean the Owned Tangible Property and the Leased Tangible Property.

(xxxiii) "Tax" shall mean any federal, state, local, or foreign income, gross receipts, license, payroll, wage, employment, excise, utility, communications, production, occupancy, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, capital levy, franchise, profits, withholding, social security (or similar), unemployment, disability, real property gains, recordation, business license, workers' compensation, personal property, sales, use, transfer, registration, value added, ad valorem, alternative or add-on minimum, estimated, or other tax, fee, charge, premium, imposition of any kind whatsoever in the nature of taxes, however denominated, imposed by any Tax Authority, including any obligation to pay any such amount owed by another Person, together with any interest, penalties or other additions to tax and any interest on any such interest, penalties and additions to tax that may become payable in respect thereof.

(xxxiv) "Tax Authority" shall mean the Internal Revenue Service ("IRS") and any other federal, territorial, state, local or foreign government and any agency, authority or political subdivision of any of the foregoing.

(xxxv) "Tax Law" shall mean the Code, any federal, territorial, state, county, local or foreign laws related to Taxes and any regulations or official administrative pronouncements released under any such laws.

(xxxvi) "Tax Returns" shall mean all reports, estimates, declarations of estimated tax, information statements and returns relating to, or required to be filed in connection with, any Taxes, including information returns or reports with respect to backup withholding and other payments to third parties.

(xxxvii) "Taxable Period" means any taxable year or any other period that is treated as a taxable year with respect to which any Tax may be imposed under any Tax Law.

(xxxviii) "Third-Party License" shall mean all Contracts pursuant to which a Person has granted DBH one or more rights to Licensed Intellectual Property in connection with the Business, including without limitation those Third-Party Licenses listed and described on Schedule 2.12(a).

(xxxix) "Transferred Employee" shall mean any Employee that accepts an offer of employment by R&R on the Closing Date.

(xl) "Treasury Regulations" shall mean the regulations of the United States Treasury promulgated under the Code.

2. Representations and Warranties of DBH. DBH hereby represents and warrants to R&R as follows:

2.1 Organization. DBH is a not for profit corporation duly organized, validly existing and has active status under the laws of the State of Florida. DBH does not have any Subsidiaries. DBH has all requisite corporate power and authority to enable it to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted. True and correct copies of the Articles of Incorporation and Bylaws of DBH, each as amended to date, are included as part of Schedule 2.1.

2.2 Authorization. DBH has all requisite power and authority to enter into this Agreement and the Related Documents to be executed and delivered by DBH pursuant hereto or in connection with the transactions contemplated hereby or thereby, and to consummate the transactions contemplated hereby and thereby. All acts and other proceedings required to be taken by DBH to authorize the execution, delivery and performance of this Agreement and the Related Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and properly taken.

2.3 Valid and Binding. This Agreement and each Related Document, to the extent DBH is a party thereto, constitutes a valid and binding obligation of DBH, enforceable against DBH in accordance with its terms, except that (i) such enforcement may be limited by or subject to bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to or limiting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief are subject to certain equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. The execution and delivery by DBH of this Agreement and each Related Document, to the extent DBH is a party thereto, and the performance by DBH of its obligations hereunder and thereunder, have been approved by such membership approvals as may be required by applicable law.

2.4 No Violation. The execution and delivery of this Agreement and each Related Document by DBH, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof does not and will not conflict with, or result in any violation of or default on the part of DBH (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under or result in the creation of any Encumbrance of

any kind upon any of the Assets under, any provision of (i) the Certificate of Incorporation, By-laws or other governing document of DBH (as amended, if applicable), (ii) any note, bond, mortgage, indenture, deed of trust, license, lease, contract, commitment or loan or other agreement to which DBH is a party or by which any of its properties or assets are bound, or (iii) any Governmental Authorization, statute, regulation, rule, injunction, judgment, order, law, ordinance, decree, ruling, charge or other restriction of any government, governmental agency, or court applicable to DBH, or its property or assets.

2.5 Consents and Approvals. Except as set forth on Schedule 2.5, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority or any court or other tribunal, and no consent or waiver of any party to any Contract or under any Governmental Authorization is required to be obtained by DBH in connection with the execution, delivery and performance of this Agreement and each Related Document by DBH or the consummation of the transactions contemplated hereby or thereby.

2.6 Undisclosed Liabilities. DBH does not have any material liabilities or material obligations (whether accrued, absolute, contingent or otherwise), except for liabilities or obligations (i) disclosed on Schedule 2.8, or (ii) arising in the ordinary course of business consistent with past practice under any Contract (other than liabilities arising out of a breach of any such Contract).

2.7 Contracts and Commitments.

(a) Schedule 2.7(a) lists all Material Contracts (true, correct and complete copies of which have been provided to R&R) and describes all currently effective written or oral agreements and commitments, if any, to which DBH is a party (in each case, other than Third-Party Licenses for Generally Available Software). Except as set forth on Schedule 2.11(a), (i) all Material Contracts constitute valid and binding agreements of DBH thereto, and, to Knowledge, each other party thereto, enforceable in accordance with their terms, (ii) with respect to the Material Contracts there are no existing material defaults by DBH thereto, or, to Knowledge, by any other party thereto and there is no event which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute a material default under the Material Contracts by DBH thereto, or, to Knowledge, by any other party thereto, (iii) DBH is not restricted by agreement from carrying on the Business (iv) there are no negotiations pending or in progress to revise any Material Contract, and (v) DBH is not a party to any Third-Party Licenses other than Third-Party Licenses for Generally Available Software.

(b) For purposes of this Agreement, "Material Contracts" shall mean the following Contracts:

(i) all joint venture Contracts or partnership arrangements involving a sharing of profits, losses, costs or liabilities by DBH;

(ii) all Contracts with respect to the marketing, or promotion of any DBH's Services by any independent sales person or sales organization;

(iii) all contractual obligations to sell or otherwise dispose of any assets to which DBH is a party;

(iv) all employment, severance, golden parachute, termination, consulting, or retirement Contracts to which DBH is a party;

(v) all Contracts between DBH and any other party providing for the acquisition by DBH of any corporation, partnership, other business organization or division thereof or any assets of such other party, other than in the ordinary course of business consistent with past practices;

(vi) all Contracts under which (i) DBH has any obligation for Indebtedness for borrowed money or (ii) DBH has any obligation constituting a guarantee of any Indebtedness for borrowed money owing by any other Person;

(vii) all Contracts to which DBH is a party with any Affiliate of DBH;

(viii) each other Contract involving aggregate annual consideration payable to DBH of more than \$5,000, or involving aggregate annual payments by DBH of more than \$5,000; and

any other Contract, the termination of which could reasonably be expected to have a Material Adverse Effect or under which there is a claim against DBH.

2.8 Assets of DBH.

(a) Except as described on Schedule 2.8(a), DBH has good and marketable title to, or a valid leasehold interest or valid license or other contractual rights in, the properties and assets used by them in the Business, free and clear of all Encumbrances (other than Permitted Encumbrances). DBH owns, or has a valid leasehold or other interest in, all assets necessary for the conduct of the Business as currently conducted by DBH, and immediately after the Closing R&R will own, or have a valid leasehold or other interest in all such assets so as to be able to conduct the Business in all respects after the Closing in substantially the same manner as the Business has been conducted prior to the Closing.

(b) Real Property. The only Real Property DBH owns is legally described on Schedule 2.8(b) (the "Real Property"). Such Real Property is owned free and clear of all liens, leases, encumbrances except the Permitted Encumbrances and for real estate taxes for the current year.

2.9 Land Use Matters. Except as disclosed on Schedule 2.9 hereof, there are no pending or, to Knowledge, threatened, legal actions or proceedings in the nature of condemnation proceedings that might prohibit, restrict or impair the use and occupancy of the

Real Property or the property covered by the Leases (collectively the "Owned and Leased Property"), or result in the suspension, revocation, impairment, forfeiture or non-renewal of any required licenses, permits, certificates and approvals for the use and occupancy and operation of the Owned and Leased Property. The Owned and Leased Property is properly zoned, or has received a special exception, variance, special use or pre-existing use which will not expire (and which will inure to the benefit of R&R) upon the consummation of this Agreement. DBH has no knowledge of any existing or proposed changes in zoning (including special exceptions, variances, special uses or pre-existing uses) or building ordinances.

2.11 Employees and Labor Relations.

(a) Schedule 2.11(a) contains the names of all persons employed by DBH, on a full-time, part-time or temporary basis, including those employees of DBH on disability leave, parental leave or other absence as of the date hereof (each, an "Employee" and collectively, the "Employees"), lists which Employees are part-time or temporary employees, the salary, commission, bonus entitlement, profit sharing arrangements both contractual and discretionary, and current vacation accrual for each Employee, and indicates which Employees are currently on short-term or long-term disability, the date of commencement of employment, and a description of their function in the Business. Except for the persons listed on Schedule 2.16(a), DBH has no employment, compensation or other similar arrangements with any individuals who perform services for DBH in connection with the Business.

(b) DBH does not have written agreements with any Employees. All Employees are "at will" employees, each of whom can be terminated at any time without penalty or premium.

(c) Except as set forth on Schedule 2.11(c), (i) there is no current, pending or, to Knowledge, threatened labor strike or work stoppage or lockout against DBH or materially affecting the Business; during the past five (5) years there has not been any such action against DBH or materially affecting the Business; (ii) none of the Employees are represented by a union or subject to a collective bargaining agreement and, to Knowledge, no union organizational campaign is in progress with respect to the Employees and no question concerning representation exists respecting such Employees; (iii) with respect to the Employees, DBH is, in compliance in all material respects with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours and are not engaged in any unfair labor practice; and (iv) there are no agreements or arrangements between (x) DBH and (y) any current or former employee, consultant, independent contractor, or leased or contract employee obligating DBH to make any payment or increase compensation due to any such individual as a result of the transactions contemplated by this Agreement, nor will the transactions contemplated by this Agreement result in any breach of any agreement with any current or former employee, consultant, independent contractor, or leased or contract employee.

(d) Except as set forth on Schedule 2.11(d), there are no loans outstanding from DBH to any of the Employees.

(e) DBH is not in breach of any material terms of employment of any of the Employees nor to Knowledge is any Employee in breach of any material term of his or her employment relationship.

(f) None of the Employees is the subject of any disciplinary action nor is any Employee engaged in any grievance procedure and there is no matter or fact in existence which can be reasonably foreseen as likely to give rise to the same.

(g) With respect to the Business and the Employees, DBH (i) have complied in all material respects with the employment eligibility verification form requirements under the Immigration and Naturalization Act, as amended ("INA"), in recruiting, hiring, reviewing and documenting prospective employees for employment eligibility verification purposes; (ii) have complied in all material respects with the paperwork provisions and anti-discrimination provisions of the INA; (iii) have obtained and maintained the employee records and I-9 forms in proper order as required by United States law; and (iv) do not employ any workers unauthorized to work in the United States.

2.12 Litigation. There is no litigation, claim, suit or government proceeding pending or, to Knowledge, threatened against DBH. There are no outstanding judgments against DBH.

2.13 Court Orders, Decrees, and Laws. Except as described in Schedule 2.13, there are no outstanding, or, to Knowledge, threatened, orders, writs, injunctions or decrees of any court, governmental agency, or arbitration tribunal against DBH. DBH is in compliance in all material respects with all applicable federal, state or local laws, rules, regulations, ordinances, zoning requirements, governmental restrictions, orders, judgments and decrees affecting, involving or relating to DBH. The foregoing shall be deemed to include laws, rules and regulations relating to the federal patent, copyright, and trademark laws, state trade secret and unfair competition laws, and to all other applicable laws, rules and regulations including, but not limited to, equal opportunity, wage and hour, and other employment matters, and antitrust and trade regulations, safety, building, zoning or health laws, ordinances and regulations.

2.14 Employee Benefit Plans; ERISA.

(a) DBH has no employee benefit plans under Section 3(3) of ERISA .

(b) DBH has never terminated any Benefit Plan. DBH has never sponsored, maintained or contributed to, (i) a "multiemployer plan," as that term is defined in Section 414(f) of the Code or Sections 3(37) or 4001(a)(31) of ERISA, or (ii) an "employee benefit pension plan," as defined in Section 3(2) of ERISA, that is subject to Section 412 of the Code, Section 302 of ERISA or Title IV of ERISA.

(c) DBH has never sponsored or maintained, or participated in or contributed to, a "group health plan" (as defined in Section 607(1) of ERISA) that must comply with the provisions of COBRA (Section 4980B of the Code), the Health Insurance Portability and Accountability Act of 1996 and any applicable similar state law. DBH does not currently provide or have any obligation to provide for post-retirement or post-employment health and

welfare benefits, including but not limited to, severance, salary continuation, termination, disability, death, or retiree health or medical benefits.

3. Representations and Warranties of R&R.

3.1 Corporate. R&R is a not for profit corporation duly organized, validly existing and has active status under the laws of the State of Florida, the state of its incorporation. R&R has the full corporate power and authority to own its assets, to conduct its business as and where such business is presently conducted, and to enter into this Agreement.

3.2 Effect of Agreement. The execution, delivery and performance of the Agreement by R&R, and the consummation of the transactions contemplated hereby, (a) have been authorized by all necessary corporate action, (b) do not constitute a default under R&R's Articles of Incorporation or Bylaws, or any contract to which R&R is a party or by which R&R is bound, (c) do not constitute a violation of any law, rule or regulation, or judgment or order, applicable to R&R, and (d) do not require the consent of any person, company or governmental authority. This Agreement constitutes the valid and legally binding agreement of R&R, enforceable against R&R in accordance with its terms.

3.3 Proceedings and Judgments. There is no litigation, claim, suit or government proceeding pending or, to the Knowledge of R&R, threatened against R&R. There are no outstanding judgments against R&R..

4. General Provisions.

4.1 Definitions. For purposes of this Agreement (i) any reference to the "Knowledge of DBH" shall mean the knowledge of the Executive Officers of DBH and (ii) any reference to the "Knowledge of R&R" shall mean the knowledge of the Executive Officers of R&R.

4.2 Publicity. All public releases or notices concerning the transactions contemplated by this Agreement shall be planned and coordinated by the Parties.

4.3 Expenses. Each party shall pay all of its costs and expense incurred by it in negotiating and preparing this Agreement and in consummating the transactions contemplated hereby.

4.4 Notices. All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, (b) mailed by first class certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized express courier service,

postage or delivery charges prepaid, to the parties at their respective addresses of which the parties may give notice in accordance herewith.

4.5 Entire Understanding. This Agreement states the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements with respect to the subject matter hereof. This Agreement shall not be amended or modified except in a written document signed by all parties.

4.6 Parties in Interest. This Agreement shall bind, benefit, and be enforceable by DBH and R&R, and their respective successors and assigns, provided neither party may assign its interests hereunder without the written consent of the other party.

4.7 No Waivers. No failure to exercise, delay in exercising, or single or partial exercise of any right power or remedy by any party, and no course of dealing between or among any of the parties, shall constitute a waiver of, or shall preclude any other further exercise of, any right, power or remedy.

4.8 Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

4.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

4.10 Section Headings. Section and subsection headings in this Agreement are for convenience of reference only, and shall neither constitute a part of this Agreement or affect its interpretation.

4.11 References. All words used in this Agreement shall be construed to be of such number and gender as the content requires or permits.

4.12 Controlling Law. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Florida applicable to agreements made and to be performed solely therein.

4.13 Further Assurances. At any time and from time to time after this date, without further consideration, each party shall promptly execute and deliver such further agreements and documents and perform such further actions as another party may reasonably request, in order to fully consummate the transactions contemplated by this Agreement.

4.14 Construction of Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

4.15 Binding; No Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by the DBH or by R&R without the prior written consent of the non-assigning party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**THE FLORIDA ASSOCIATION FOR
DEAF-BLIND AND MULTI-
HANDICAPPED, INC.**

By: Lillian Duncan
Title: Executive Director

Dale M. Boy - President of the Board FADB

R&R LOVING HANDS, INC.

By: Sophie Burson
Title: President/Administrator

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DIVISION OF CORPORATIONS
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