

N17 000001219

Florida Department of State

Division of Corporations
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**MERGER OR SHARE EXCHANGE
VINCENTIAN HOUSING CORPORATION, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$78.75

2023 FEB 19 PM 4:03

ARTICLES OF MERGER

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
VINCENTIAN HOUSING CORPORATION, INC.	FLORIDA	N17000001219
_____	_____	_____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
TAMPA CROSSROADS, INC.	FLORIDA	738301
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on February 24, 2023.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
7 FOR 0 AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST _____

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST _____

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on APRIL 5, 2023. The number of directors in office was THREE. The vote for the plan was as follows: 3 FOR 0 AGAINST _____

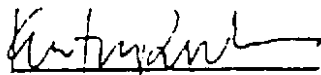
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

TAMPA CROSSROADS, INC.



KRISTIN VOTTA, CHAIRPERSON OF
BOARD OF DIRECTORS

VINCENTIAN HOUSING
CORPORATION, INC.



MICHAEL RAPOSA, CEO

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

VINCENTIAN HOUSING CORPORATION, INC.

FLORIDA

The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

TAMPA CROSSROADS, INC.

FLORIDA

The terms and conditions of the merger are as follows:

SEE ATTACHED EXHIBIT "A".

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

NONE.

Other provisions relating to the merger are as follows:

SEE ATTACHED.

MERGER AGREEMENT

This MERGER AGREEMENT (this "Agreement") is entered into on April 11, 2023 (the "Signing Date"), by and between Vincentian Housing Corporation, Inc., a Florida not-for-profit corporation ("VHC") and Tampa Crossroads, Inc. a Florida not-for-profit corporation ("Tampa Crossroads").

RECITALS

WHEREAS, VHC is a charitable not-for-profit corporation organized under the laws of the State of Florida, that provides housing solutions and programs for persons facing homelessness, Veterans, persons and families encountering barriers to finding housing, employment opportunities and also provides counseling programs with services offered in 19 Florida counties;

WHEREAS, Tampa Crossroads is a charitable not-for-profit corporation organized under the laws of the State of Florida, which serves adults, Veterans and persons facing trauma, addiction, homelessness and social challenges in Pasco, Pinellas and Hillsborough counties, Florida, and also offers counseling, treatment, employment services and housing programs and services;

WHEREAS, the respective boards of directors of VHC and Tampa Crossroads have (a) determined that it is in the best interest of such parties and the constituents they serve to enter into a transaction pursuant to which Tampa Crossroads merges with and into VHC, and (b) approved the execution and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties and covenants set forth herein and intending to be legally bound, the parties hereby agree as follows:

1. Certain Definitions. Capitalized terms not defined elsewhere herein shall have the meanings set forth below.

"Articles of Merger" means the Articles of Merger, to be filed with the Department of State of the State of Florida, meeting the requirements of the Florida Not-for Profit Corporation Act, in substantially the form set forth at Exhibit A.

"Effective Date" means the date that Articles of Merger are filed with the Florida Department of State and accepted as filed.

"Florida Act" means the Florida Not- For- Profit Corporation Act, as amended from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such

organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Law" means any federal, state, regional, local or foreign law, constitution, rule, statute, ordinance, regulation, order, code, judgment, charge, writ, injunction or decree.

"Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, in VHC's discretion, individually or in the aggregate, materially adverse to the business, operations, condition (financial or otherwise), relationships or assets of Tampa Crossroads.

"Person" means any individual or corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

"Plan of Merger" means that certain Plan of Merger to be filed with the Articles of Merger and other regulatory filings and proceedings.

"Tax Returns" means any return or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

2. **The Merger.** On the Effective Date: (i) Tampa Crossroads will merge with and into VHC (the "**Merger**"); (ii) VHC will be the corporation surviving the Merger; and (iii) the separate existence of Tampa Crossroads will cease. The Merger shall become effective upon the date set forth in the Articles of Merger and Plan of Merger filed with the Florida Department of State.

(a) **Effects of Merger.** The Merger shall have the effects set forth in the applicable provisions of the Florida Act. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Date, all property, rights, powers, licenses and authority of Tampa Crossroads shall vest in VHC, and all assets, rights, debts, liabilities, obligations, restrictions and duties of Tampa Crossroads shall become the assets, rights, debts, liabilities, obligations, restrictions and duties of VHC.

(b) **Consideration.** As consideration for the transactions contemplated by this Agreement, as of the Effective Date, by virtue of the Merger and without further action on the part of VHC or Tampa Crossroads, VHC shall assume all debts, liabilities, obligations, restrictions and duties of Tampa Crossroads.

(c) Closing. Upon the terms contained in this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") shall be deemed to occur on the Effective Date, and all transactions contemplated by this Agreement shall occur and be deemed complete as of such date. On the Effective Date (i) the parties shall deliver the respective documents, certificates or instruments required to be delivered by such parties pursuant to this Agreement or otherwise required to effect the Merger; and (ii) the parties hereto shall file the Articles of Merger and Plan of Merger with the Florida Department of State.

3. The Surviving Corporation.

(a) Articles of Incorporation. The articles of incorporation of VHC in effect immediately prior to the Effective Date shall remain the articles of incorporation of VHC as the surviving corporation, until thereafter amended in accordance with the terms thereof and as provided by applicable Law.

(b) Bylaws. The bylaws of VHC as in effect immediately prior to the Effective Date shall remain the bylaws of VHC as the surviving corporation as of the Effective Date, and shall remain the bylaws of VHC until thereafter amended in accordance with the terms thereof and as provided by applicable Law.

(c) Directors and Officers. The directors and officers of VHC in office immediately prior to the Effective Date shall remain the directors and officers of VHC as the surviving corporation as of the Effective Date, and shall remain the directors and officers of VHC until such persons thereafter resigned or are removed in accordance with the bylaws and/or other governance documents of VHC. Notwithstanding the foregoing, VHC will offer to nominate one non-employee member of the board of directors of Tampa Crossroads to serve on the board of directors of VHC after the Closing and transfer of all assets to VHC.

4. Representations and Warranties of Tampa Crossroads. To induce VHC to enter into this Agreement and consummate the transactions contemplated hereby, Tampa Crossroads hereby represents and warrants to VHC that the statements contained in this Article 4 are correct and complete as of the Signing Date and the Effective Date.

(a) Organization and Authority. Tampa Crossroads is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has all requisite power and authority to carry on its business and to own and use the assets and properties owned and used by it. Tampa Crossroads is in full compliance with all provisions of its organizational documents.

(b) Governance. Tampa Crossroads has no members, and its board of directors exercises all corporate powers.

(c) Authorization of Agreement. The execution and delivery of this Agreement and all of the other agreements and instruments contemplated hereby to which Tampa Crossroads is a party have been duly authorized by the board of directors of Tampa Crossroads, and except as set forth in this Agreement, no other act or proceeding on the

part of Tampa Crossroads or any other Person is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Tampa Crossroads. This Agreement constitutes the valid and legally binding obligation of Tampa Crossroads, enforceable against Tampa Crossroads in accordance with its terms, assuming the due authorization, execution and delivery by VHC, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

5. Representations and Warranties of VHC. To induce Tampa Crossroads to enter into this Agreement and consummate the transactions contemplated hereby, VHC hereby represents and warrants that the statements contained in this Article 5 are correct and complete as of the Signing Date and the Effective Date.

(a) Organization and Authority. VHC is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida. VHC has all requisite power and authority to carry on its operations and to own and use the assets and properties owned and used by it. VHC is in full compliance with all provisions of its organizational documents.

(b) Authorization of Agreement. The execution and delivery of this Agreement and all of the other agreements and instruments contemplated hereby to which VHC is a party have been duly authorized by the board of directors and members of VHC, and except as set forth in this Agreement, no other act or proceeding on the part of VHC or any other Person is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by VHC. This Agreement constitutes the valid and legally binding obligation of VHC, enforceable against VHC in accordance with its terms, assuming the due authorization, execution and delivery by VHC, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

6. Covenants of the Parties.

(a) Conduct of Business Prior to the Closing. From the Signing Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by VHC (which consent shall not be unreasonably withheld, conditioned or delayed), Tampa Crossroads shall (i) conduct the business of Tampa Crossroads in the ordinary course of business consistent with past practice; and (ii) use reasonable best efforts to maintain and preserve intact the current organization, business and financial condition of Tampa Crossroads and to preserve the rights, goodwill and relationships with its funders, vendors, Department of Veterans Affairs, other regulatory authorities and others having business relationships with Tampa Crossroads.

(b) Access to Information. From the Signing Date until the Closing, Tampa Crossroads shall (i) afford VHC and its representatives full and free access to and the right to inspect all of the properties, assets, premises, books and records, contracts and other documents and data related to Tampa Crossroads; provided, however, that reasonable advance notice is furnished to Tampa Crossroads; and (ii) furnish VHC and its representatives with such financial, operating and other data and information related to Tampa Crossroads as VHC or any of its representatives may reasonably request. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Tampa Crossroads. No investigation by VHC or other information received by VHC shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Tampa Crossroads in this Agreement.

(c) Closing Conditions. From the Signing Date until the Closing, each party shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 7.

(d) Public Announcements. From the Signing Date until the Closing, unless otherwise required by applicable Law, neither party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

(e) Further Assurances. At and after the Effective Time, VHC shall be authorized to execute and deliver, in the name and behalf of Tampa Crossroads, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of Tampa Crossroads, any other actions and things to vest, perfect or confirm of record or otherwise in VHC any and all right, title and interest in, to and under any of the rights, properties or assets of Tampa Crossroads to be acquired by VHC as a result of, or in connection with, the Merger.

(f) Tax Returns. Tampa Crossroads shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by it that are due on or before the Effective Date (taking into account any extensions) and shall prepare and timely file a final IRS Form 990 Return of Organization Exempt From Income Tax. Any such Tax Return shall be prepared in a manner consistent with past practice (unless otherwise required by Law).

(g) Employees. At the Closing, no former Tampa Crossroads employees shall become employees of VHC; provided, that VHC may, in its discretion, offer certain former Tampa Crossroads employees an employment or consulting arrangement.

(h) Vendor and Material Contracts. Prior to the Effective Agreement, the parties hereto shall cooperate and confirm when notice shall be given to any vendors and parties to material contracts that Tampa Crossroads has entered into and VHC shall have the opportunity to consent to when notice shall be given and upon what terms shall be

accepted with such vendors and contractors that have entered into funding agreements with Tampa Crossroads.

(i) Tail Insurance Coverage. VHC agrees to procure officer and director insurance for Tampa Crossroads officers and directors for a period of twelve (12) months after the Effective Date to cover any losses, claims, damages, liabilities, costs and expense in connection with any actual or threatened claim or proceeding that is based on, or arises out of their status as a director or officer of Tampa Crossroads. The insurance policy shall provide for three years of coverage.

7. Conditions to Closing and Termination.

(a) Conditions to Obligations of Both Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(i) VHC shall have obtained the requisite consent of its members and its board of directors;

(ii) Tampa Crossroads shall have obtained the requisite consent of its board of directors;

(iii) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise² restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof; The Closing shall have been approved by the respective board of directors of each party; and

(iv) The representations and warranties of the parties set forth in this Agreement, and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the date hereof and on and as of the Effective Date with the same effect as though made at and as of such date.

(b) Conditions to Obligations of VHC. The obligations of VHC to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or VHC's waiver, at or prior to the Closing, of each of the following conditions:

(i) Tampa Crossroads and VHC shall have received all consents, authorizations, orders and approvals from Governmental Authorities which are required in order to consummate the Merger;

(ii) VHC shall have obtained satisfactory assurances from the funders under Tampa Crossroads' material program contracts, that such programs will continue with VHC after the Closing;

(iii) From and after the Signing Date, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect; and

(iv) Tampa Crossroads shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Effective Date.

(c) Termination. This Agreement may be terminated at any time prior to the Closing:

(i) by the mutual written consent of VHC and Tampa Crossroads;

(ii) by VHC or Tampa Crossroads if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable; or

(iii) by VHC by written notice to Tampa Crossroads if:

1. VHC is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Tampa Crossroads pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7, and such breach, inaccuracy or failure has not been cured by Tampa Crossroads within ten days of Tampa Crossroads' receipt of written notice of such breach from VHC; or

2. any of the conditions set forth in Section 7(a) or Section 7(b) shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by May 31, 2023, unless such failure shall be due to the failure of VHC to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(d) Effect of Termination. In the event of the termination of this Agreement in accordance with this Article 7, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

8. Miscellaneous.

(a) Amendment and Waiver. This Agreement may only be amended or waived and will be binding upon the parties hereto only if such amendment or waiver is set forth

in a writing executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(b) Notices. All notices, demands and other communications to be given under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered, if personally delivered; (b) one day after sent by reputable overnight express courier (charges prepaid); (c) when written verification is received, if sent via email; or (d) five days following mailing by certified mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to the parties hereto shall be sent to the addresses indicated on the signature pages hereto.

(c) Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no party may assign its rights or delegate its obligations under this Agreement, whether by operation of Law or otherwise, without the express prior written consent of each other party, which consent shall not be unreasonably withheld.

(d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(e) No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon or give to any Person other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

(f) Complete Agreement. This Agreement and the other agreements and documents referred to herein contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

(g) Counterparts; Delivery. This Agreement may be executed in counterparts, which when taken together shall constitute one and the same instrument. This Agreement and any amendment hereto, to the extent signed and delivered by means of a facsimile machine or via electronic mail of a .pdf or similar file format, shall be treated in all manner and respects as an original agreement or instrument.

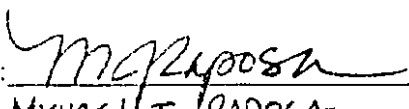
(h) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal Law of the State of Florida.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Merger Agreement as of the date first set forth above.

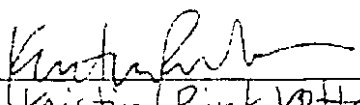
VHC:

Vincentian Housing Corporation, Inc.
a Florida not-for-profit corporation

By: 
MICHAEL J. RAPOSA
Chief Executive Officer

TAMPA CROSSROADS:

TAMPA CROSSROADS, INC.,
a Florida not-for-profit corporation

By: 
Kristin Rinkov
Chairperson of the Board of Directors