

N118691

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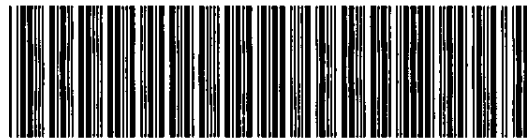
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Special Instructions to Filing Officer:

Craig Frustaci
Auth. to chg Name
(10/19/14)

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OFFICE OF THE CLERK
14 NOV 10 PM 9:20

merger / Name
chg
cc
(10/11/14)



Temple Torah of West Boynton Beach

8600 Jog Road
Boynton Beach, FL 33472

October 30, 2014

TO: Amendment Section - Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

SUBJECT: TEMPLE TORAH OF WEST BOYNTON BEACH, INC.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Craig Frustaci, Executive Director

(Name of Contact Person)

Temple Torah of West Boynton Beach, Inc

(Firm/ Company)

8600 Jog Road

(Address)

Boynton Beach, Florida 334372

(City/ State and Zip Code)

execdir@ttwbb.org

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Phillip Avruch

(Name of Contact Person)

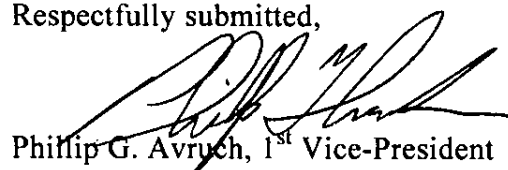
at (561) 739-9900

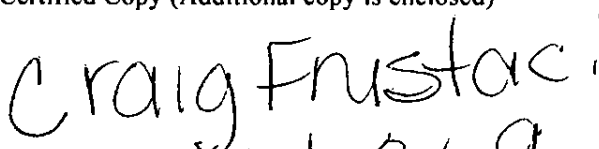
(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$70 Filing Fee ☒ \$78.75 Filing Fee & Certified Copy (Additional copy is enclosed)

Respectfully submitted,


Phillip G. Avruch, 1st Vice-President


561.369.1112

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)
TEMPLE TORAH OF WEST BOYNTON BEACH, INC.	FLORIDA	N18691

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
TEMPLE EMETH, INC.	FLORIDA	728878

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).

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NOTICE OF MERGER
14 NOV 10 PM 9:28

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 at a meeting called for such purpose on June 23, 2014. The number members present was greater than a quorum and the number of votes cast for the merger was more than sufficient for approval of the plan.

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
(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 at a meeting on May 27, 2014. The number of directors present was greater than a quorum. The vote for the plan was as follows: Fourteen (14) FOR, Five (5) AGAINST and Three (3) ABSTAINING.

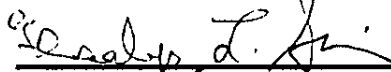
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

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

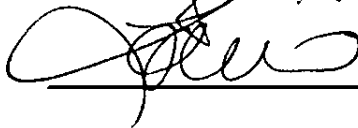
Typed or Printed Name & Title

Temple Emeth, Inc.



Gladys Simon, President

Temple Torah
of West Boynton Beach, Inc.



Lori Charnow, President

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan") is entered into by and between TEMPLE EMETH, INC., a Florida not for profit corporation, located at 5780 W. Atlantic Avenue, Delray Beach, FL, 33484 ("Temple Emeth") and TEMPLE TORAH OF WEST BOYNTON BEACH, INC., a Florida not for profit corporation, located at 8600 Jog Road, Boynton Beach, FL, 33472 ("Temple Torah"), to set forth the terms and conditions under which Temple Emeth and Temple Torah (the "Parties") will merge their respective Conservative congregations.

- (1) Articles of Merger/Effective Date – The Parties shall file Articles of Merger pursuant to section 617.1105 of the Florida Statutes, wherein TEMPLE TORAH OF WEST BOYNTON BEACH, INC. shall be designated as the surviving corporation. The filing shall incorporate this Plan of Merger. The effective date of merger ("Merger Date") shall be the date on which the Articles of Merger are filed with the Florida Department of State. Temple Torah shall promptly thereafter file amended articles of incorporation to change its name to TEMPLE TORAT EMET, INC. ("Temple Torat Emet").**
- (2) Sale of Temple Emeth Property – The Parties understand and agree that the merger contemplated herein between their respective congregations is contingent upon completion of the pending sale of Temple Emeth's property, including the buildings and other improvements thereon, located at its above stated address in Delray Beach (the "Temple Emeth Sale"). If for any reason the date of the closing of the Temple Emeth Sale ("Closing Date") does not occur on or before October 31, 2014 (or such later date as the parties may agree in writing), or Temple Emeth fails to transfer to the operating account of Temple Torah within twenty (20) days after the Closing Date, the sum of money specified in Paragraph (8) hereof to be so transferred, then Temple Torah shall have the right to terminate this Plan by giving ten (10) days prior written notice to Temple Emeth. In the event of such termination, Temple Emeth and Temple Torah shall, except as may be otherwise expressly provided herein, have no further obligations under this Plan.**
- (3) Payment of All Debts and Obligations - Temple Emeth shall use its best efforts pay all of its outstanding debts and obligations as of the Merger Date. Temple Emeth represents that as of the Merger Date, it will be debt free and solvent and have no other debts or obligations, or any significant liabilities, litigation pending or threatened, or major claims of any kind or nature, except as it shall fully disclose to Temple Torah in writing. Temple Emeth further represents that as of the Merger Date, it will not have any outstanding contracts with any vendors or employees, except for the letter agreement with Rabbi Gerald Zelermeyer referred to in Paragraph (13) below. Temple Emeth represents that it has ended its contractual relationship with its Cantor prior to the date of this Plan.**

g.p. k

- (4) **Temple Emeth Fund** - From the proceeds of the Temple Emeth Sale, Temple Emeth shall contribute a sum of money to establish an independent charitable fund in the name of Temple Emeth (the "Temple Emeth Fund"). The sum of money contributed and the form of the Temple Emeth Fund shall be determined by Temple Emeth. The board of the Temple Emeth Fund shall include Former Temple Emeth Members and Former Temple Torah Members (as defined in Paragraph 6, below) as well as directors from the community. A majority of the board members of the Temple Emeth Fund shall be Former Temple Emeth Members. At the end of the Transition Period (as defined in Paragraph 6, below), the Temple Emeth Fund shall be merged with Temple Torah's existing charitable foundation to form a single Temple Torat Emet foundation with equal initial representation on its board by Former Temple Emeth Members and Former Temple Torah Members.
- (5) **Temple Emeth Religious Services** - It is the intention of Temple Emeth to discontinue religious services and other congregational activities at its facilities in Delray Beach as of July 1, 2014, even though the closing of the Temple Emeth Sale is not anticipated to take place until a later date. Members in good standing of Temple Emeth shall be entitled to participate thereafter in religious services and other congregational activities at Temple Torah in Boynton Beach on the same basis as Temple Torah members, upon payment, on or before June 30, 2014, of the amount of the annual dues specified in Paragraph (11) below. Temple Emeth members in good standing electing to pay said amount shall also be entitled to use transportation services to be made available as necessary to transport them at no cost on Sabbaths and Jewish holidays between a designated point or points in Delray Beach and Temple Torah in Boynton Beach. Such services shall continue to be available as necessary through June 30, 2015, unless this Plan is terminated pursuant to Paragraph (2) above and the merger contemplated herein is not consummated.
- (6) **Temple Torat Emet Board of Directors** - During the period of approximately three years from the Merger Date through June 30, 2017 (the "Transition Period"), the Board of Directors of the merged congregation shall be composed of both former members in good standing of Temple Emeth who are current in their financial obligations ("Former Temple Emeth Members") and former members in good standing of Temple Torah who are current in their financial obligations ("Former Temple Torah Members"), as follows:
- (a) In the first year, or part thereof, ending June 30, 2015, thirty-seven (37) total members, of whom seven (7) shall be directors from the then currently elected officers and directors of the Temple Emeth board, and the remainder shall be the thirty (30) members of then currently elected Temple Torah Board of Directors;
- (b) In the second year ending June 30, 2016, thirty-four (34) total members, of

whom five (5) shall be directors selected by and from the Former Temple Emeth Members in a manner they shall decide, and the remaining twenty-nine (29) shall be elected by the Former Temple Torah Members from among all of the member in good standing of the merged congregation; and

- (c) In the third year ending June 30, 2017, thirty-one (31) total members, of whom three (3) shall be directors selected by and from the Former Temple Emeth Members in a manner they shall decide, and the remaining twenty (28) shall be elected by the Former Temple Torah Members from among all of the member in good standing of the merged congregation.

If any of the board positions specifically allocated herein to Former Temple Emeth Members becomes vacant for any reason during the Transition Period, the remaining Former Temple Emeth Members on the board shall nominate a new person to fill the vacancy. Nothing herein shall preclude Former Temple Emeth Members from running for other positions on the board of the merged congregation as such other positions become available in accordance with its constitution or by-laws. For the year following the transition period, the total number of board members of the merged congregation shall be further reduced to twenty-seven (27), all of whom shall be elected by and from all the members in good standing thereof.

- (7) **Funding of Post-Merger Expenses** - Temple Emeth shall establish a reserve fund ("Reserve Fund"), in an amount to be agreed upon between Temple Emeth and Temple Torah, for the following anticipated post-merger expenses:
- (a) The salary of Rabbi Zelermyer under the letter agreement referred to in Paragraph (13) below, for the period from the Closing Date through June 30, 2015;
 - (b) The costs of any transportation services for Former Temple Emeth Members, as described in Paragraph (5) above, to be provided as necessary during the period from the Closing Date through June 30, 2015;
 - (c) The costs of the electronic yahrzeit board system described in Paragraph (10) below, to the extent that such costs are not paid prior to the Merger Date;
 - (d) Any severance amounts payable after the Closing Date to Temple Emeth's Cantor and other current employees, and
 - (e) Any debts and obligations incurred prior to the Merger Date that remain unsatisfied notwithstanding the best efforts of Temple Emeth to comply with the terms of Paragraph (3) above.

The Reserve Fund shall be funded from the proceeds of the Temple Emeth Sale and shall constitute part of the moneys transferred to the merged congregation in accordance with Paragraph (8) below, but shall be maintained by the merged congregation as a segregated account until exhausted or no longer required.

- (8) **Transfer of Cash Assets** - All of the remainder of the proceeds of the Temple Emeth Sale, after funding the Temple Emeth Fund and payment of the debts and obligations outstanding as of the Merger Date, shall, together with any other cash

assets held by Temple Emeth, become the assets of the merged congregation, to be paid over to Temple Torah and transferred to the operating account of the merged congregation. The Parties agree that said monies paid to over Temple Torah for the operating account of the merged congregation will in no event be less than One Million Dollars (\$1,000,000) plus the value of the Reserve Fund.

- (9) **Disposition of Non-Cash Assets** – All non-cash assets owned by Temple Emeth as of the date this Plan is entered into, and which are not to be conveyed as part of the Temple Emeth Sale, including but not limited to tangible assets such as torah scrolls, ritual items prayer books, fixtures, furnishings and art works, and intangible assets such securities, collectibles, and contract and intellectual property rights (“Non-Cash Assets”), shall, to the extent the same are not sold or otherwise transferred to a third party or parties prior to the Merger Date, be transferred upon merger to and become assets of the merged congregation. As soon as practical after the execution of this Plan, the Parties shall agree upon a list of Non-Cash Assets to be retained for the use of the merged congregation, and Temple Emeth shall thereafter be free to sell or otherwise dispose of any Non-Cash Assets not included on such list, the proceeds of any such sale or disposition to be applied to pay the operating costs of Temple Emeth prior to the Closing Date. Temple Emeth shall use its best efforts to have any pledges or amounts promised from individuals, estates or wills rededicated to the merged congregation.
- (10) **Memorial Boards and Plaques** – Temple Torat Emet shall make appropriate arrangements to accommodate all of the yahrzeit plaques currently on display or for which reservations have been made at Temple Emeth in Delray Beach. It is the intention of Temple Emeth and Temple Torah to implement an electronic yahrzeit system, to be installed at Temple Torah’s facility in Boynton Beach, to replace or supplement Temple Emeth’s current brass yahrzeit boards and plaques. Temple Emeth may, at its own expense, contract for such a system to be implemented prior to the Merger Date, provided that the contract entered into has the prior written approval of Temple Torah and is freely assignable to Temple Torat Emet after the Merger Date. Temple Torah shall make available in its sanctuary a mutually-agreeable place for the installation of the electronic yahrzeit system, removing and relocating as necessary any existing yahrzeit board. The yahrzeit boards and plaques currently on display at Temple Emeth shall be removed prior to the Closing Date and either returned to the families of the deceased or otherwise disposed of appropriately.
- (11) **Legacy Membership** - In consideration of Temple Emeth transferring its assets to the merged congregation, as provided herein, members in good standing of Temple Emeth as of December 31, 2013 shall have until June, 30, 2014, during which time they shall be entitled to join Temple Torah as legacy members with

the following benefits:

- (a) Legacy members shall not be obligated to pay any building fund;
- (b) Legacy member's dues, including any security or other fees that may be applicable to other members, shall be \$200.00 per year, effective indefinitely; and
- (c) Legacy members shall be exempt from paying any assessments through June 30, 2019.

All dues collected from legacy members prior to the Merger Date shall be maintained by Temple Torah in a segregated account. Any such dues received by Temple Emeth shall be promptly paid over to Temple Torah. In the event this Plan is terminated pursuant to Paragraph (2) above, and the merger contemplated herein is not consummated, all rights granted legacy members hereunder shall terminate, the dues collected from the legacy members shall be forfeited to Temple Torah as consideration for services provided, and each legacy member shall have the right to join Temple Torah under Temple Torah's current dues structure for regular members, with the dues already paid applied as a credit.

- (12) High Holiday Seating/Aliyyot - Legacy members shall be entitled to purchase High Holiday seats for each of the three years during the Transition Period at a price of Ninety Dollars (\$90) per person. Thereafter, the board of the merged congregation may increase said price consistent with any increase in the minimum seat price paid by other members in good standing who do not qualify for legacy prices. Arrangements shall be made to provide endowed seating for the High Holidays, at this same price, to as many as of the legacy members as possible who currently own seats at Temple Emeth. Legacy members who do not currently own seats at Temple Emeth shall be subject to applicable incremental fees if they select and receive preferred seating in the Temple Torah sanctuary for the High Holidays. Arrangements shall also be made for appropriate aliyyot for legacy members for the High Holidays.
- (13) Associate Rabbi - It is the intention of Temple Emeth and Temple Torah to negotiate a letter agreement with Rabbi Gerald Zelermeyer that will extend his current period of employment through June 30, 2015, under terms and conditions similar to those of his current contract. However, said negotiations are to be independent of this Plan of Merger. The letter agreement shall provide that Rabbi Zelermeyer will serve as associate rabbi, in coordination with and under the general direction of the senior rabbi, Rabbi Edward Bernstein, and shall define with reasonable specificity Rabbi Zelermeyer's duties and obligations. The letter agreement shall be terminable without any further obligation to Rabbi Zelermeyer in the event this Plan is terminated pursuant to Paragraph (2) above and the merger contemplated herein is not consummated. The letter agreement shall be entered into initially by Temple Emeth with the prior written approval of Temple Torah, and shall be freely assignable after the Merger Date to Temple Torat Emet. Temple Emeth shall indemnify and hold Temple Torah and its directors, officers, agents, employees and members, or any of such persons, harmless from any loss, damage, liability or expense, including damage

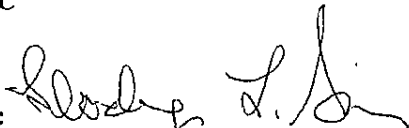
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to property and injuries, also death, to persons, arising out of or in connection with any act or omission of Rabbi Zelermyer prior to the assignment of the letter agreement to Temple Torat Emet.


- (14) **Financial Statements/Due Diligence** – Each of the Parties shall have a continuing obligation to provide to the other upon request copies of its most current balance sheet and income statement. After the date of execution of this Plan, neither Party shall undertake any new debt or obligation, except in the ordinary course of business, without prior notification to and consultation with the other Party. Prior to the Merger Date there shall be a period of due diligence during which each Party shall be given the opportunity upon reasonable notice to have an independent certified public accountant review financial records and inventory of the assets of the other Party, and have a report of the findings submitted to its Board of Directors. All financial information disclosed hereunder shall be treated as confidential.
- (15) **Board and Congregational Approvals** – The effectiveness of this Plan of Merger is contingent upon the receipt by both Temple Emeth and Temple Torah of any required board and congregational approvals.

THIS PLAN OF MERGER is hereby agreed and accepted by the authorized ^{JUNE} representatives of Temple Emeth and Temple Torah on this 26 day of ~~May~~, 2014.

TEMPLE EMETH, INC.
INC

By: 
Name: GLADYS L. SIMON
Title: PRESIDENT

TEMPLE TORAH OF WEST BOYNTON BEACH,

By: 
Name: LORI CHARNOW
Title: PRESIDENT