

**MARK R. LEWIS, P.A.**  
**ATTORNEY AT LAW**  
**PREMIER COMMUNITY BANK COMPLEX**  
6830 CENTRAL AVE., SUITE D  
ST. PETERSBURG, FLORIDA 33710

MARK R. LEWIS, SR.

**N26566**

January 30, 2001

Florida Department of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, FL - 32314

**FILED**  
01 JUL -2 PM 4:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
PHONE 904-381-1946  
FAX 904-463-4633

900004456499--6  
-07/02/01--01095--019  
\*\*\*\*\*43.75 \*\*\*\*\*43.75

RE: Merger of Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., and Help A Child, Inc.

Gentlemen:

Please find enclosed two originals of Articles of Merger for Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., and Help A Child, Inc. together with my check for \$43.75 to cover costs.

900004456499--6  
-07/25/01--01006--001  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

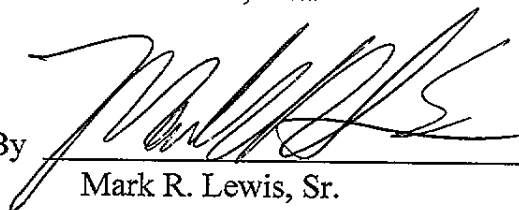
Please certify one of the original articles and return to the undersigned.

Yours very truly,

MARK R. LEWIS, P.A.

*Merger  
7-24-01  
MRS*

By

  
Mark R. Lewis, Sr.

MRL/  
Encls.

**MARK R. LEWIS, PA**  
**ATTORNEY AT LAW**  
PREMIER COMMUNITY BANK COMPLEX  
6830 CENTRAL AVENUE, SUITE D  
ST. PETERSBURG, FLORIDA 33707

MARK R. LEWIS, SR.

PHONE 727-381-1946  
FAX 727-384-4633

July 18, 2001

File no. SCPT/Exchange Center of Suncoast to Prevent Child Abuse, Inc -

Douglas Spitler  
Division of Corp., Secretary of State  
P.O. Box 6327  
Tallahassee, FL 32314

*Re: HAC: Exchange Center of Suncoast to Prevent Child*

Dear Doug:

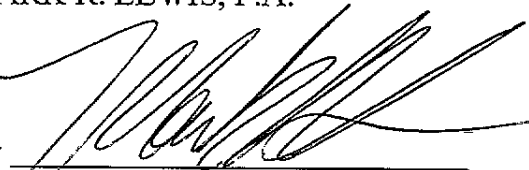
Pursuant to your request enclosed is additional filing fee for merger of Help A Child, Inc. and Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., Please send the certified copy of the filing to me after recording.

Thank you.

Yours very truly,

MARK R. LEWIS, P.A.

By



MARK R. LEWIS, Sr.

MRL/  
Enc.

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

EXCHANGE CENTER OF THE SUNCOAST FOR THE PREVENTION OF  
CHILD ABUSE, INC., a Florida corporation, 766757

INTO

**HELP A CHILD, INC.**, a Florida entity, N26566

File date: July 2, 2001

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER  
OF  
EXCHANGE CENTER OF THE SUNCOAST FOR THE  
PREVENTION OF CHILD ABUSE, INC.,

FILED  
01 JUL -2 PM 4:30  
SECRETARY OF STATE  
GALLAHASSEE, FLORIDA

into  
HELP A CHILD, INC.

Pursuant to the laws of the state of Florida, the undersigned corporations, Help A Child, Inc., a Florida corporation not for profit, and Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., a Florida corporation not for profit, adopt the following Articles of Merger for the purpose of merging Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., into Help A Child, Inc.:

1 **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., into Help A Child, Inc., is attached to these Articles as an exhibit.

2 **Adoption of Plan by EXC.** The plan of merger only has to be approved by the Board of Directors of EXC as provided by its Articles of Incorporation and its By-laws. This Plan of Merger was approved by the Board of Directors at a special meeting of the Board of Directors on May 15, 2001 by a unanimous vote vote of \_\_\_\_\_ to \_\_\_\_\_ (Circle one).

3 **Adoption of Plan by HAC.** The plan of merger only has to be approved by the Board of Directors of HAC as provided by its Articles of Incorporation and its By-laws. This Plan of Merger was approved by the Board of Directors at a special meeting of the Board of



Directors on June 6, 2001 by a unanimous vote / vote of \_\_\_\_\_ to \_\_\_\_\_ (Circle one).

4 **Amendment of Articles of Incorporation of the Parties.** There are no amendments to the Articles of Incorporation of the Parties.

5 **Location of Plan of Merger.** There is an executed copy of the Plan of Merger on file at the principal place of business of the Surviving Corporation, Help A Child, Inc. located at Pinellas Park, Florida.

6 **Copies of Plan of Merger.** A copy of the Plan of Merger is available to any member of any party to this Plan upon written request and without charge.

7 **Effective Date.** The Plan of Merger shall be effective on July 1, 2001.

8 **Domestic Law.** The laws of the State of Florida, permit the merger contemplated by the Plan of Merger.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the dates specified below.

**"MERGING CORPORATION"**

**Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc.,**

WM as Member  
President

Dated: June 20, 2001

ATTEST:

Audrey Struchen  
Secretary

[CORP. SEAL]



"SURVIVING CORPORATION"  
Help A Child, Inc.

Sharon L. Peelman  
President

Dated: June 20, 2001

ATTEST:

[Signature]  
Secretary



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing was acknowledged, sworn to and subscribed before me this 20<sup>th</sup> day of June, 2001 by William Michael as President of Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC  
[Signature]

Print: \_\_\_\_\_

My Commission Expires:  
(SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS



Mark R. Lewis, Sr.  
MY COMMISSION # DD004280 EXPIRES  
March 28, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

The foregoing was acknowledged, sworn to and subscribed before me this 20<sup>th</sup> day of June, 2001 by Sharon Peelman as President of Help A Child, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC  
[Signature]

Print: \_\_\_\_\_

My Commission Expires:



Mark R. Lewis, Sr.  
MY COMMISSION # DD004280 EXPIRES  
March 28, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

F:\CF\SCPT\exchange-merge\art-merger.wpd



## PLAN AND AGREEMENT OF REORGANIZATION

by merger of

Exchange Center of the Suncoast for the Prevention  
of Child Abuse, Inc.,

into

Help A Child, Inc.

THIS AGREEMENT, made and entered into by and between Help A Child, Inc., a Florida Corporation not for profit (hereinafter referred to as "Surviving Corporation" and "HAC") and Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., a Florida Corporation (hereinafter referred to as "Merging Corporation" and "EXC") as of the dates specified below.

### RECITALS

A. Help A Child, Inc. formerly known as Suncoast Child Protection Team, Inc., is a Florida Corporation not for profit operating in the State of Florida and primarily operating in Pinellas County, Florida.

B. Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., is a Florida Corporation not for profit operating in the State of Florida and primarily operating in Pinellas County, Florida.

C. The Corporations are desirous of entering into a plan and agreement providing for the merging into Help A Child, Inc., of the Corporation known as Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc.

### COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein the parties agree as follows:

1     **Incorporation of Recitals.** The foregoing recitals are hereby acknowledged as true and correct and are hereby incorporated herein as a part and parcel of this Agreement.

2     **Plan of Merger.** A plan of merger of Help A Child, Inc., and Exchange Center of the Suncoast for the Prevention of Child Abuse, Inc., pursuant to Section 617.1101 of the Florida Statutes is hereby adopted to include the following provisions:

2.1    EXC shall be merged with and into HAC, which will continue to exist and be governed by the laws of the State of Florida.

2.2    The name of the Surviving Corporation shall be Help A Child, Inc.

2.3    When this Agreement shall become effective the separate corporate existence of EXC shall cease, and the Surviving Corporation (HAC) shall succeed, without other transfer to all the rights and property of EXC and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved, unimpaired, and limited in lien to the property affected by the liens immediately prior to the merger.

2.4    The Surviving Corporation will carry on business with assets of EXC, as well as with the assets of HAC.

2.5    The Members of EXC will surrender their membership in EXC.

2.6    The term for the members of the Board of Directors of EXC shall terminate on the effective date of this Agreement. Up to four members of the last executive committee shall become members of the Board of Directors of HAC

2.7    The members of HAC, will retain their membership in the surviving corporation.

3     **Effective Date.** The effective date of the merger shall be July 1, 2001. However if both Boards of Directors shall not have approved this Plan and Agreement by that date then the effective date shall be the day upon which the last Board of Directors approves this Plan and Agreement.

4     **Representations and Warranties of the Corporations.**



- 4.1 Of the Merging Corporation. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, EXC, represents or warrants to the Surviving Corporation as follows:
- 4.1.1 EXC is a corporation not for profit duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its operations as they are now being conducted.
  - 4.1.2 EXC is a Charitable Corporation under 501c(3) of the Internal Revenue Code.
  - 4.1.3 All required federal, state and local tax returns of EXC have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the period covered by the returns have been paid. EXC is not delinquent in the payment of any tax or assessment.
  - 4.1.4 The Board of Directors of EXC has the sole authority for the approval of this plan as it does not have to be submitted to the members of EXC for approval.
- 4.2 Of the Surviving Corporation. As a material inducement to EXC to execute this Agreement and perform its obligations under this Agreement, HAC, represents and warrants to EXC as follows:
- 4.2.1 HAC, is a corporation not for profit duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its operations as they are now being conducted.
  - 4.2.2 HAC is a Charitable Corporation under 501c(3) of the Internal Revenue Code
  - 4.2.3 All required federal, state and local tax returns of HAC have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the period covered by the returns have been paid. HAC is not delinquent in the payment of any tax or assessment.

4.2.4 The Board of Directors of HAC has the sole authority for the approval of this plan as there are no members of HAC.

- 5 **Interim Conduct of Business by EXC prior to the effective date of the merger.** It is acknowledged that EXC may receive additional grants, bequests and gifts prior to the effective date of this merger. Accordingly, it is further acknowledged and agreed that they shall become part of the assets of EXC, and they shall be transferred to HAC as part of this merger.
- 6 **Subsequent Grants, Gifts, Bequests and Devises.** All grants, gifts, donations, bequests and devises made or committed to EXC after the effective date of the merger shall become the property of HAC. The officers and directors agree to execute any documents necessary in the future to effectuate this provision.
- 7 **Conditions Precedent to Obligations of HAC.** Except as may be expressly waived in writing by HAC, all of the obligations of HAC under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by EXC:
  - 7.1 The representations and warranties made by EXC to HAC in this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If HAC shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to EXC and EXC shall either correct the error, misstatement, or omission or obtain a written waiver from HAC.
  - 7.2 EXC shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
  - 7.3 No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.
  - 7.4 All corporate and other proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for HAC.
  - 7.5 HAC shall not raise any objection to this merger.

- 8     **Conditions Precedent to Obligations of EXC.** Except as may be expressly waived in writing by EXC, all of the obligations of EXC under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by HAC:
- 8.1    The representations and warranties made by HAC to EXC in this Agreement and any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If EXC shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to HAC and HAC shall either correct the error, misstatement, or omission or obtain a written waiver from EXC.
- 8.2    HAC shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
- 8.3    No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.
- 8.4    No objection to this Agreement shall have been raised by EXC.
- 9     **EXC Membership.** The membership of the members of EXC shall terminate on the effective date.
- 10    **Directors and Officers of HAC.** The present Board of Directors of and officers of HAC shall continue to serve as the Board of Directors and officers of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified. In addition, up to four members of the last executive committee of EXC shall become members of the Board of Directors of HAC. The identity of those four members shall be designated in writing to HAC as soon as practicable after the approval of this Plan and Agreement by EXC.
- 11    **Bylaws of HAC.** The Bylaws of HAC as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law. However, the By-Laws shall be amended to provide for up to four additional members of the Board, to wit, up to four members of the last executive committee of EXC.

12 **Nature and Survival of Representations and Warranties.** All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of EXC, to HAC or the members, directors or officers of HAC pursuant to this Agreement and vice versa shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the officers shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the members shall act as a waiver of any representation or warranty made under this Agreement.

13 **Termination.** This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the members, officers or board of directors of either of the constituent corporations under the following circumstances:

13.1 By mutual consent of the Board of Directors of the constituent corporations.

13.2 At the election of the Board of Directors of either constituent corporation if any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable; any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable; or between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

14 **Notice of and Liability on Termination.** If an election is made to terminate this Agreement and abandon the merger, the President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation. Upon the giving of such notice, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

15 **Miscellaneous.** This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original. This Agreement shall be controlled by, interpreted, governed and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to affix their signatures as of the dates specified below.

"MERGING CORPORATION"

Exchange Center of the Suncoast for  
the Prevention of Child Abuse, Inc.,

By: Willie M. Muehlen  
President

Dated: June 20, 2001

"SURVIVING CORPORATION"

Help A Child, Inc.

By: Sharon L. Seclaman  
President

Dated: June 20, 2001