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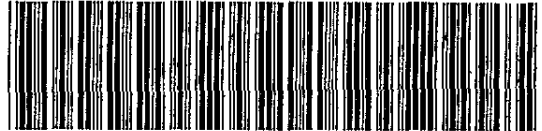
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ARTICLES AND PLAN OF MERGER

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THESE ARTICLES AND PLAN OF MERGER (the "Agreement"), dated this 14th day of April, 2003, are made by and between **CONGREGATION ANSHE EMES, INC.**, a Florida Non-Profit Corporation, whose principal address is at 2533 SW 19th Avenue, Miami, Florida 33133 ("Anshe Emes"), and **CONGREGATION BETH DAVID**, a Florida Non-Profit Corporation, whose principal address is at 2625 SW Third Avenue, Miami, Florida 33129 ("Beth David"), as adopted this date by the unanimous vote of the respective directors and required members of Anshe Emes and Beth David.

WITNESSETH:

WHEREAS, the parties desire that Anshe Emes, a Florida Non-Profit Corporation, be merged with and into Beth David, a Florida Non-Profit Corporation, with Beth David being the survivor Corporation, in accordance with Section 607.1108 of the Florida Business Corporation Act in a transaction intended to qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the parties desire that the Anshe Emes memorial boards and plaques be relocated to Beth David, and be retained intact and maintained by Beth David, and its successors, at Beth David's existing principal location in perpetuity; and

WHEREAS, the parties desire that Beth David provide full Beth David synagogue membership to thirty-five (35) Anshe Emes member families, for life; and

WHEREAS, the parties acknowledge that the Anshe Emes synagogue land, building, and its contents are under a pending contract of sale and purchase dated November 13, 2002, and that the parties expect that the closing of the sale will be handled by the law firm of Samole & Berger, P.A., and the proceeds of sale disbursed at closing in accordance with an agreed schedule to a predetermined list of Non-Profit Jewish synagogues and organizations in the local area, which the parties have been advised are all exempt from federal income tax under section 501(a) of the Internal Revenue Code as described in and under section 501(c)(3); and

WHEREAS, the parties desire that the details of the recipients and the amounts of the disbursement of the proceeds at the closing of the sale of the Anshe Emes synagogue, land, building and its contents, not be published or otherwise disseminated or disclosed to anyone, and that confidentiality as to the recipients and the amounts so disbursed should be maintained to the best of everyone's ability, recognizing that the parties intend that any breaches of the requirement of confidentiality hereunder not be considered a breach of this Agreement, nor would any breaches of confidentiality incur liability on anyone's part, and that the maintenance of confidentiality hereunder should strictly be a moral obligation on the part of the parties and their respective directors; and

WHEREAS, the parties desire that after the relocation of the memorial boards and plaques,

and the disbursement of all of the proceeds of the sale of the Anshe Emes synagogue, land, building and its contents, and the payment of any and all liabilities, outstanding fees and costs incurred in the ordinary course by Anshe Emes for operations and as a result of the closing, including matters which may be discovered or surface after the closing, including moving expenses, repairs, maintenance fees, legal fees and other such expenses, that the balances remaining of all bank accounts, certificates of deposit, and all other assets, if any, not otherwise designated for disbursement on the predetermined list should be transferred or assigned to Beth David.

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

1. **Recitals.** The above recitals are true and accurate, and are incorporated by reference herein
2. **Merger of Constituent Entities.** In accordance with the provisions of this Agreement and the Florida Business Corporation Act, at the Effective Time (as defined below), Anshe Emes shall be merged with and into Beth David, and the separate existence of Anshe Emes shall cease, and Beth David shall continue its corporate existence under the laws of Florida under its present name (the "Surviving Corporation"). (Anshe Emes and Beth David are collectively referred to as the "Constituent Entities".) (The foregoing hereinafter referred to as the "Merger".)
3. **Effective Date and Time.** The Merger shall become effective upon the filing of the Articles of Merger with the Florida Secretary of State (the "Effective Time").
4. **Consent.** The Surviving Corporation has obtained the consent of its Board of Directors to the instant Merger.
5. **Title to the Surviving Corporation.** The Surviving Corporation shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Entities. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Surviving Corporation without further act or deed. The title to or any interest in any real estate or intellectual rights vested in either of Constituent Entities shall not revert or in any way be impaired by reason of the Merger. All obligations belonging to or due to each of the Constituent Entities, shall be vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Time. Although partial distributions shall be made to all entities as provided in the Merger, Counsel for Anshe Emes shall hold \$10,000 in its trust account for a period of sixty (60) days after the date hereof to cover unknown expenses, if any, that may be discovered before making final distributions to any, some, or all of the designated entities other than Beth David.
6. **Requirements and Conditions of Merger.** The parties agree that notwithstanding any provisions to the contrary in this Agreement, that upon closing of the sale of the Anshe Emes synagogue, land, building and its contents, the following shall be done and completed by the

respective parties, as a condition precedent, or if appropriate, as a condition subsequent to this Agreement, and if any of the provisions shall not occur within a reasonable period of time, at the option of the undersigned President of either party, upon fifteen days written notice, the parties agree to do whatever is necessary to undo this transaction in all respects, including the execution and filing of all necessary documents.

- A. Beth David shall relocate the Anshe Emes memorial boards and plaques (“the boards”) in a prominent location on the first floor at Beth David, and Beth David shall install the boards, including the electronics, and the boards shall be retained intact and maintained by Beth David, and its successors, in such prominent location, or successor location if Beth David relocates, in perpetuity; and
- B. Beth David shall provide up to a maximum of thirty-five (35) full Beth David synagogue individual and family memberships (as defined in the Beth David By-Laws) to Anshe Emes members, for life, in accordance with the list, which is marked as Exhibit A, and incorporated by reference herein. Beth David shall confirm such membership to each such member in writing; and
- C. The parties acknowledge that the Anshe Emes synagogue land, building, and its contents are under a pending contract of sale and purchase dated November 13, 2002. The parties agree that the closing of the sale will be solely handled by the law firm of Samole & Berger, P.A., and the proceeds of sale disbursed at closing in accordance with an agreed schedule to a predetermined list of Non-Profit Jewish synagogues and organizations in the local area, which the parties have been advised are all exempt from federal income tax under section 501(a) of the Internal Revenue Code as described in and under section 501(c)(3). The said schedule and predetermined list shall be signed by the parties as of the date hereof, and incorporated by reference herein; and
- D. The parties agree that the details of the recipients and the amounts of the disbursement of the proceeds at the closing of the sale of the Anshe Emes synagogue, land, building and its contents, as described in the schedule and predetermined list described in this section in Paragraph C above, shall not be published or otherwise disseminated or disclosed to anyone or otherwise revealed by the parties, their officers, directors, agents or employees to the public or to other third parties, and that confidentiality as to the recipients and the amounts so disbursed should be maintained to the best of everyone’s ability, recognizing that the parties agree that any breaches of the requirement of confidentiality hereunder shall not be considered a breach of this Agreement, nor would any breaches of confidentiality incur liability on anyone’s part, and that the maintenance of confidentiality hereunder is

strictly a moral obligation on the part of the parties and their respective directors; and

- E. The parties agree that after the relocation of the memorial boards and plaques, and the disbursement of all of the proceeds of the sale of the Anshe Emes synagogue, land, building and its contents, and the payment of any outstanding liabilities, fees and costs incurred in the ordinary course by Anshe Emes as a result of the closing, including matters which may be discovered or surface after the closing, including moving expenses, repairs, maintenance fees, legal fees and other such expenses, that the balances remaining of all bank accounts, certificates of deposit, and all other assets, if any, should be given and assigned to Beth David.

7. **No Conversion of Interests.** At the Effective Time, by virtue of the Merger, and without any action on the part of the parties or otherwise:

- A. Each issued and outstanding membership interest, if any, of Anshe Emes shall be canceled without payment of any consideration and without any conversion of same into interests of Beth David or any other entity; and
- B. Each issued and outstanding interest of Beth David shall remain the same.

8. **Surviving Corporation Articles Remain Unchanged.** The Articles of Incorporation of Beth David in effect immediately prior to the Effective Time, shall remain in effect and be the Articles of Incorporation of the Surviving Corporation.

9. **Alternate Closing.** If the closing of the pending contract dated November 13, 2002, does not occur, the parties agree that Myron M. Samole and Yale Samole shall be given the exclusive authority to market the subject Anshe Emes synagogue land, building, and its contents, and to seek another buyer and cause it to be sold to another buyer, and if they deem it necessary, to contract with a real estate broker to sell the same, subject to approval of the price and terms by Beth David, which approval will not be unreasonably withheld. In addition, Beth David will execute all required documents in order to effectuate this exclusive authority. The closing of the sale, including the disbursements, will be handled in all respects as if the sale had been closed on the pending contract dated November 13, 2002.

10. **Authority.** The undersigned signatories on behalf of Anshe Emes and Beth David, respectively, each and all have the authority to act on behalf of their respective entity.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned in Miami, Miami-Dade County, Florida, as of the date first above written.

Attested:

By: Millie Raphael

Print Name: MILLIE RAPHAEL
Secretary

Witnessed by

By: Patricia M. Lerner

By: Yvonne Samole

SURVIVING Corporation:

Congregation Beth David ("Beth David")
a Florida Corporation

By: Lesley Tobin

Print Name: Lesley Tobin
President

MERGING ENTITY:

Congregation Anshe Emes, Inc. ("Anshe Emes")
a Florida Non-Profit Corporation

By: Myron M. Samole
Myron M. Samole, President

By: Yvonne Samole
Yvonne Samole, Director at Large