

N43200

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

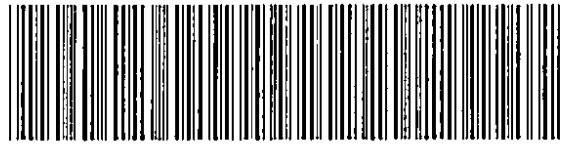
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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AUG 11 2020

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2020 AUG 11 PM 1:12  
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2020 AUG 11 PM 7:47

# Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 8/7/2020

**\*\*WALK IN\*\***

ENTITY NAME HFHSPBC CLT, Inc.

DOCUMENT NUMBER \_\_\_\_\_

**\*\*PLEASE FILE THE ATTACHED AND RETURN\*\***

XXXX

*Plain Copy*

*Certified Copy*

*Certificate of Status*

**\*\*PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY\*\***

*Certified Copy of Arts & Amendments*

*Certificate of Good Standing*

**\*\*APOSTILLE' / NOTARIAL CERTIFICATION\*\***

COUNTRY OF DESTINATION \_\_\_\_\_

NUMBER OF CERTIFICATES REQUESTED \_\_\_\_\_

TOTAL OWED \$78.75

ACCOUNT #: 120160000072

Please call Tina at the above number for any issues or concerns. Thank you so much!

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** HABITAT FOR HUMANITY OF SOUTH PALM BEACH COUNTY, INC.

(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Reginald Hoskins

(Contact Person)

Habitat For Humanity of South Palm Beach County, Inc.

(Firm/Company)

181 SE 5th Avenue

(Address)

Delray Beach, FL 33483

(City/State and Zip Code)

For further information concerning this matter, please call:

Sharon Gray

(Name of Contact Person)

At ( 770 ) 777-2091  
(Area Code & Daytime Telephone Number)



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

# **ARTICLES OF MERGER**

(Not for Profit Corporations)

2021-07-11 7:13

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)
Habitat for Humanity of South Palm Beach County, Inc.	Florida	N43200

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
HFHSPBC CLT, Inc.	Florida	N10000003747

**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 \_\_\_\_\_.  
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 \_\_\_\_\_. 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 \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ 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

## HABITAT FOR HUMANITY OF SOUTH

**Randy Nobles, President and CEO**

HFHSPBC CLT, INC.

**Jeremy Ahwee, President and 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

Habitat for Humanity of South Palm Beach County, Inc.

Florida

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

HFHSPBC CLT, Inc.

Florida

The terms and conditions of the merger are as follows:

See attached Plan of Merger.

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

See attached Plan of Merger.

Other provisions relating to the merger are as follows:

See attached Plan of Merger.

**AGREEMENT**  
**AND**  
**PLAN OF MERGER**  
**OF**  
**HFHSPBC CLT, INC.**  
**(Florida Not-for-Profit Corporation)**  
**AND**  
**HABITAT FOR HUMANITY OF SOUTH PALM BEACH COUNTY, INC.**  
**(Florida Not-for-Profit Corporation)**

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Agreement and Plan of Merger by and between HFHSPBC CLT, Inc., a Florida not-for-profit corporation, and Habitat For Humanity of South Palm Beach County, Inc., a Florida not-for-profit corporation.



## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), dated as of June 30, 2020, is by and between HFHSPBC CLT, INC., a Florida not-for-profit corporation ("**Land Trust**"), and HABITAT FOR HUMANITY OF SOUTH PALM BEACH COUNTY, INC., a Florida not-for-profit corporation ("**Habitat**").

### **Recitals**

WHEREAS, Land Trust is a Florida not-for-profit corporation whose charitable purpose is to support Habitat.

WHEREAS, Land Trust desires to merge with and into Habitat on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth in this Agreement, the parties agree as follows:

1. **Plan of Merger.** On the Effective Date (as defined below), in accordance with the Florida Not For Profit Corporation Act and the terms of this Agreement, Land Trust will be merged with and into Habitat (the "**Merger**"), the separate corporate existence of Land Trust shall cease, and Habitat shall continue its corporate existence under the laws of the state of Florida (the "**Surviving Corporation**"). The Surviving Corporation shall continue to be organized and operated as a tax-exempt, not-for-profit corporation pursuant to Chapter 617, Florida Statutes, and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Further, no part of the assets of Land Trust shall inure to the benefit of any private individual or entity other than Surviving Corporation as successor-in-interest to Land Trust.

(a) **Effect of Merger.** After and as of the Effective Date (as defined below), the Surviving Corporation shall possess all the rights, privileges, power, immunities and franchises, of a public as well as a private nature, of Land Trust and all property, real, personal, and mixed, and all debts due on whatever account, all other choses in action, and all and every interest of or belonging to or due to Land Trust shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; the title to any real estate or interest therein, vested by deed or otherwise in Land Trust, shall not revert or be in any way impaired by reason of the Merger; the Surviving Corporation shall henceforth be responsible and liable for all the liabilities, debts and duties of Land Trust, which liabilities, debts and duties may be enforced against the Surviving Corporation to the same extent as if such liabilities, debts and duties had been incurred or contracted by it, and any claim existing or action or proceeding pending by or against Land Trust may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and, neither the rights of creditors nor any liens upon the property of Land Trust shall be impaired by the Merger.

(b) **Employees.** As of the Effective Date, all of Land Trust's employees, if any, will become employees of the Surviving Corporation. Nothing in this Agreement is intended to change the employment status of any at-will employee.

2. Effective Date. This Agreement and the Articles of Merger shall be filed with the Secretary of State of the State of Florida after approval by the Boards of Directors of both Land Trust and Habitat, and will become effective on August \_\_, 2020 (the "Effective Date").

3. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately prior to the Merger, attached hereto as Exhibit A shall remain in effect.

4. Representations and Warranties of Land Trust. Land Trust represents and warrants to Habitat as follows:

(a) Corporate Status. Land Trust is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Corporate Authority. Land Trust has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

(c) Due Authorization. Execution of this Agreement and performance by Land Trust under this Agreement has been duly authorized by all requisite corporate action on the part of Land Trust, and this Agreement constitutes a valid and binding obligation of Land Trust and performance under this Agreement will not violate any provision of Land Trust's Articles of Incorporation or Bylaws.

(d) Title to Assets. Land Trust has, or will have as of the Closing Date, good and marketable title to all of its assets that are owned, or purported to be owned, by it, free and clear of all mortgages, pledges, liens, encumbrances, security interests, equities, charges, clouds and restrictions of any nature, except for any mortgages or liens incurred in the ordinary course of business in the name of Habitat.<sup>1</sup>

6. Representations and Warranties of Habitat. Habitat represents and warrants to Habitat as follows:

(a) Corporate Status. Habitat is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Corporate Authority. Habitat has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

(c) Due Authorization. Execution of this Agreement and performance by Habitat under this Agreement has been duly authorized by all requisite corporate action on the

part of Habitat, and this Agreement constitutes a valid and binding obligation of Habitat and performance under this Agreement will not violate any provision of Habitat's Articles of Incorporation or Bylaws.

7. Entire Agreement. This Agreement and the documents referred to in this Agreement reflect the entire agreement between the parties and cancel all prior agreements and commitments, verbal or written, between the parties with respect to their subject matter.

8. Binding Effect; Assignment. This Agreement and the various rights and obligations arising under or in connection with this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. None of the parties to this Agreement may assign its respective interests without the express written consent of the other parties.

9. Headings. The headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting its provisions.

10. Expenses of Transaction. Habitat shall pay all costs and expenses incurred by the parties in connection with this Agreement and the transactions contemplated hereby. Habitat shall pay all costs and expenses incurred by the parties in connection with this Agreement and the transactions contemplated hereby.

11. Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented. Except to the extent that a party may have otherwise agreed in writing, no waiver by that party of any condition of this Agreement or any ancillary document or breach by any other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other obligation or representation by such other party, nor shall any forbearance by any party to seek a remedy for any noncompliance or breach by any other party be deemed to be a waiver by such party of its rights and remedies with respect to such noncompliance or breach.

12. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties to this Agreement and their shareholders, any rights, remedies or other benefits under or by reason of this Agreement.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be treated the same as originals.

14. Number and Gender. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

15. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, the parties hereto agree that such court or arbitrator shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties agree to abide by such court's or arbitrator's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

16. Attorneys' Fees. If a legal proceeding is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees whether or not the action or proceeding proceeds to final judgment.

17. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws (exclusive of laws governing conflict of law questions) of the State of Florida.

\* . . . \* . . . \* . . . \* . . . \*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

HFHSPBC CLT, INC.

By: 

Name: Jeremy Khvorov

Title: President and CEO

HABITAT FOR HUMANITY OF SOUTH  
PALM BEACH COUNTY, INC.

By: 

Name: Randy Nobles

Title: President and CEO

[Signature Page to Agreement and Plan of Merger]