

UNOFFICIAL COPY

File Number

4994-560-4

97477552

DEPT-01 RECORDING \$47.00
 T-5555 TRAM 1638 07/02/97 10:18:00
 #4398 # JJ #-97-477552
 COOK COUNTY RECORDER

State of Illinois Office of The Secretary of State

Whereas,

ARTICLES OF MERGER OF
 COUNCIL FOR JEWISH ELDERLY

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
 FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
 GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
 JANUARY 1, A.D. 1987.

Now Therefore, I, George H. Ryan, Secretary of State of the State of
 Illinois, by virtue of the powers vested in me by law, do hereby issue
 this certificate and attach hereto a copy of the Application of the
 aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
 affixed the Great Seal of the State of Illinois,
 at the City of Springfield, this 27TH
 day of JUNE A.D. 19 97 and of
 the Independence of the United States the two
 hundred and 21ST



George H Ryan 4700

Secretary of State

UNOFFICIAL COPY

28877478

Property of Cook County Clerk's Office

25312/28

UNOFFICIAL COPY

NFP-111.25
(Rev. Jan. 1995)

GEORGE H. RYAN
Secretary of State
State of Illinois

File # N-4994-560-4

Submit in Duplicate

Remit payment in check or money
order, payable to "Secretary of
State."

ARTICLES OF MERGER
OR CONSOLIDATION

under the

General Not For Profit Corporation Act

DO NOT SEND CASH!
Filing Fee \$25.00

This Space For Use By Secretary of State	
Date	6/27/97
Filing Fee	\$25.00
Approved	<i>[Signature]</i>

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986" the undersigned corporations hereby adopt the following Articles of Merger or Consolidation. (Strike inapplicable word.)

1. Names of the corporations proposing to ~~consolidate~~ ^{merge}, and the state or country of their incorporation are:

Name of Corporation	State or Country of Incorporation	File Number
<u>Council for Jewish Elderly</u>	<u>Illinois</u>	<u>N-4994-560-4</u>
<u>Drexel Home, Inc.</u>	<u>Illinois</u>	<u>N-0548-202-0</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each corporation is incorporated permit such merger or consolidation.

3. The name of the ~~new~~ ^{surviving} corporation: Council for Jewish Elderly

and it shall be governed by the laws of: Illinois

4. The plan of ~~consolidation~~ ^{merger} is as follows:

(If space is insufficient, attach additional pages size 8 1/2 x 11.)

EXPEDITED

JUN 27 1997

SECRETARY OF STATE

97427552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

5. The plan of ^{merger} ~~consolidation~~ was approved, (a) as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(Please indicate the manner by which the plan was approved by inserting the comparable letter in the box following each corporate name.)

- A. By the affirmative vote of a majority of the directors in office, at a meeting of the board of directors. (§ 111.15)
- B. By written consent, signed by all the directors in office, in compliance with Section 108.45 of this Act. (§ 108.45 & § 111.15)
- C. At a meeting of members by the affirmative vote of members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws (§ 111.20)
- D. By written consent, signed by members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws, in compliance with Section 107.10 of this Act. (§ 107.10 & § 111.20)

NAME OF CORPORATION

MANNER

Council for Jewish Elderly
Drexel Home, Inc.

A/C
A/C

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger dated as of this 1st day of April, 1992 between DREXEL HOME, INC., an Illinois not-for-profit corporation ("Drexel"), the COUNCIL FOR JEWISH ELDERLY, an Illinois not-for-profit corporations ("CJE", said two corporations being herein sometimes together called the "Constituent Corporations"), and the JEWISH FEDERATION OF METROPOLITAN CHICAGO, an Illinois not-for-profit corporation ("Federation").

WITNESSETH:

WHEREAS, Drexel, CJE and Federation are each a not-for-profit public corporation duly organized under the laws of the State of Illinois; and

WHEREAS, Federation, through its affiliates, provides charitable, educational and religious services to the Jewish community in the Chicago metropolitan area; and

WHEREAS, Drexel's policy is to help the frail, indigent, elderly Jewish community, and CJE shares these purposes; and

WHEREAS, pursuant to that certain Agreement dated as of June 16, 1991 (the "Project Agreement") among Drexel, CJE and Federation, the parties hereto agreed to develop a facility (the "Project") containing (a) approximately 100 units for assisted living of the frail elderly (b) 35 units for persons with Alzheimer's Disease and other cognitive disorders and (c) such other dwelling and service units as shall be agreed upon, to be operated by CJE following the merger of Drexel and CJE contemplated hereby upon a site located in a northern suburb of Chicago owned by an affiliated agency of Federation; and

WHEREAS, the Project is to be developed utilizing the endowment funds of Drexel and other funds as may be contributed to CJE and Drexel or either of them for the Project; and

WHEREAS, the Board of Directors of Drexel, at a meeting on March 24, 1992, resolved that Drexel be merged into CJE as the Surviving Corporation upon the terms and conditions hereinafter set forth; and the Board of Directors of CJE, at a meeting on March 17, 1992, passed a similar resolution; and

WHEREAS, the consent and approval of Federation to the merger of CJE and Drexel is required.

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

97427552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1. The preambles hereto are incorporated herein and made a part hereof as if set forth herein in haec verba.

2. The merger shall be consummated as soon as practicable following the completion of the Project, which shall be deemed to have occurred upon the issuance by the architect for the Project of the Architect's Certificate of Substantial Completion on the standard AIA form and the issuance of certificates of occupancy by the municipal authority having jurisdiction over the Project (the "Completion Date"). The basic architectural (expressed in narrative form and with such modifications permitted as may be required as a result of the zoning process) and service program for the Project, as well as the proposed financing plan (expressed within a reasonable range depending on receipt of donations and interest rate fluctuations) for the Project and its initial estimated operating budget, shall be as set forth on Exhibit A attached hereto and made a part hereof. Material modifications of such Exhibit shall require the mutual consent of the parties. Until the Completion Date, the parties shall cooperate and work together in the planning, development and construction of the Project. It is also agreed that there shall be a proper memorial prominently displayed in the Project commemorating the history and traditions of the Drexel home.

3. On the Effective Date (as hereinafter defined) of the merger, Drexel shall be merged into CJE, which shall be the Surviving Corporation in accordance with the applicable laws of the State of Illinois, and thereupon, the separate existence of Drexel shall cease and the Surviving Corporation shall succeed to and possess all of the properties, rights, privileges, immunities, powers and franchises of the Constituent Corporations.

4. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of CJE as in effect immediately prior to the Effective Date until the same shall thereafter be amended in accordance with law.

5. The by-laws of the Surviving Corporation shall be the same as the by-laws of CJE as in effect immediately prior to the Effective Date, except that as of the Effective Date (a) Section 6.02(A) and Section 6.02(B) of said by-laws shall be modified to provide that the number of directors authorized shall be increased by a number equal to those individuals who are serving as directors of Drexel as of the date of this Agreement who wish to become directors of CJE, (b)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

the initial term of such directors shall be for a period from the Effective Date through three years after the next annual meeting of CJE which is held after the Effective Date and (c) in each of the next successive years after the expiration of said three-year period, the total number of directors authorized to serve on the board of CJE shall be decreased by one-third of the increase resulting from the operation of this paragraph.

6. The initial officers of the Surviving Corporation shall be the officers of CJE holding office immediately prior to the Effective Date, together with such other persons as may be elected to office from the persons serving as directors of Drexel immediately prior to the Effective Date. Such initial officers of the Surviving Corporation shall hold office from the Effective Date until the next succeeding annual meeting of the Board of Directors of the Surviving Corporation.

7. Upon the Effective Date, the Surviving Corporation shall succeed to the right, title and possession of all assets of every description of Drexel; shall be entitled to receive all bequests, legacies, trust benefits, devises, gifts, endowments and grants now made or hereafter created, whether absolute or contingent and whether of present or future interest, of which Drexel has been or is to be the intended recipient; and shall assume all the outstanding financial liabilities and obligations of Drexel. That portion of the assets of Drexel, if any, which consists of funds which are segregated and restricted by the terms of the gift for specific purposes shall be administered by the Surviving Corporation as segregated funds.

8. The funds of Drexel shall be used pursuant to this Agreement and any other agreements between the parties for the acquisition of an appropriate parcel of real estate and for the construction of a facility as described in Exhibit A. The excess, if any, remaining of the Drexel funds shall become part of the general assets of the Surviving Corporation and shall no longer be segregated for any purposes or in any manner whatsoever except as provided in the last sentence of Paragraph 7 hereof.

9. From and after the date of this Agreement, except for its usual, ordinary and normal operating expenses and as otherwise contemplated by the Project Agreement, Drexel shall not incur any obligations for borrowed money, capitalized leases or other extraordinary expenses.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

10. As soon as practicable following the Completion Date, each of the Constituent Corporations agrees to execute Articles of Merger pursuant to and in accordance with the provisions of Section 11.25 of the General Not-For-Profit Corporation Act of the State of Illinois and cause the same to be filed with and by the Secretary of State of Illinois. The "Effective Date" of the merger shall be such date as the Certificate of Merger is issued for this merger by the Secretary of State of Illinois.

11. This Agreement of Merger shall be submitted for approval to the members of each of the Constituent Corporations at their respective annual meetings held next after approval hereof by the Board of Directors of Drexel, CJE and Federation or at special meetings as may be called for such purpose. If this Agreement is duly authorized and adopted by the required number of members of each of the Constituent Corporations and is not terminated and the merger abandoned as herein provided, it shall after the Completion Date be filed as a part of the Articles of Merger and shall be and become effective in accordance with the applicable law.

12. The Constituent Corporations, by consent of their respective Boards of Directors, may amend, modify or supplement this Plan and Agreement of Merger in such manner as may be agreed upon by them in writing at any time before or after approval thereof by the members of the Constituent Corporations or either of them, provided, however, no such amendment, modification or supplement after such approval by the members of either of the Constituent Corporations shall affect the Constituent Corporations, the Surviving Corporation or the members thereof in a manner which is materially adverse to the Constituent Corporations, the Surviving Corporation or such members in the judgment of the respective Boards of Directors of the Constituent Corporations.

13. Prior to the Effective Date, this Plan and Agreement of Merger may be terminated and the merger abandoned at any time before or after approval thereof by the members of the Constituent Corporations or either of them only by mutual consent of the respective Boards of Directors of the Constituent Corporations.

14. By its execution and delivery hereof, Federation hereby consents and approves the merger of CJE and Drexel, all upon the terms and conditions set forth herein.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Plan and Agreement of Merger as of the day, month and year first above written.

ATTEST:

DREXEL HOME, INC.

Nathan P. Owen
Secretary

[Signature]
President

ATTEST:

COUNCIL FOR JEWISH ELDERLY

[Signature]
Secretary

[Signature]
President

ATTEST:

JEWISH FEDERATION OF
METROPOLITAN CHICAGO

[Signature]
Secretary

[Signature]
Exec. Vice-President

County of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Intentionally omitted
from this file copy

Property of Cook County Clerk's Office

97477552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

AMENDMENT TO PLAN AND
AGREEMENT OF MERGER

THIS AMENDMENT TO PLAN AND AGREEMENT OF MERGER dated as of October 15, 1994 ("Amendment") among Drexel Home, Inc., an Illinois not-for-profit corporation ("Drexel"), Council for Jewish Elderly, an Illinois not-for-profit corporation ("CJE," and together with Drexel, hereinafter sometimes called the "Constituent Corporations"), and Jewish Federation of Metropolitan Chicago, an Illinois corporation ("Federation").

W I T N E S S E T H:

WHEREAS, Drexel and CJE have heretofore, with the consent of Federation, agreed to merge pursuant to that certain Plan and Agreement of Merger dated as of April 1, 1992 (the "Original Plan") between Drexel, CJE and Federation upon completion of the construction of approximately 130 units for assisted living of the frail elderly and approximately 35 units for persons with Alzheimer's disease and other cognitive disorders (the "Project") at a location in a northern suburb of Chicago owned by an affiliated agency of Federation; and

WHEREAS, the Original Plan expressly provided for the construction of the Project upon a site which is no longer available and in configuration with other Federation affiliated agencies which is no longer contemplated; and

WHEREAS, the Constituent Corporations, with the consent of Federation, desire to amend the Original Plan to provide, among other things, for the relocation and redesign of the Project.

NOW, THEREFORE, in consideration of the premises and the payment of \$10.00 and other good and valuable consideration paid by each party hereto to the others, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Paragraph 7 of the Original Plan is hereby amended by deleting therefrom in its entirety the last sentence thereof.

2. Paragraph 8 of the Original Plan is hereby amended to read as follows:

On the Effective Date all funds of Drexel (other than funds restricted by the donors thereof for purposes inconsistent with their use toward the Project (herein called "Donor Non-Project Restricted Funds")) shall be deposited with and held by Federation in an endowment fund to be known as the "Drexel Endowment" for the exclusive benefit

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

of the Surviving Corporation and the Project, including the operation, maintenance and repair (including extraordinary repair) thereof and thereto. All Donor Non-Project Restricted Funds shall be held and administered by the Surviving Corporation as segregated funds for the purposes designated by the donors thereof.

3. Paragraph 9 of the Original Plan is hereby amended by deleting therefrom the phrase "and as otherwise contemplated by the Project Agreement".

4. The Original Plan is hereby further amended by deleting therefrom Exhibit A thereto (which Exhibit describes, among other things, the Project as contemplated to be constructed at Lake-Cook and Pfingsten Roads in Deerfield, Illinois) and any and all amendments and supplements to said Exhibit A in its and their entirety and substituting therefor as Exhibit A thereto Annex I hereto (which Annex describes, among other things, the Project to be constructed at Arborlakes on Lake-Cook Road in Deerfield, Illinois).

5. Except as hereby amended, all terms and provisions of the Original Plan remain in full force and effect, and the Original Plan as hereby amended is hereby ratified, confirmed and approved.

DREXEL HOME, INC.

ATTEST:

William P. Owen
Secretary

By:

[Signature]
President

COUNCIL FOR JEWISH ELDERLY

ATTEST:

[Signature]
Secretary

By:

[Signature]
President

JEWISH FEDERATION OF
METROPOLITAN CHICAGO

ATTEST:

[Signature]
Assistant Secretary

By:

[Signature]
Senior Vice President

97477552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ANNEX I

Intentionally omitted
from this file copy

Property of Cook County Clerk's Office

97477552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

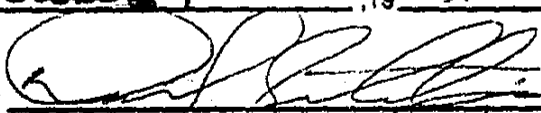
6. ~~(Not applicable if surviving or new or acquiring corporation is an Illinois corporation)~~


It is agreed that, upon and after the issuance of a certificate of merger or consolidation by the Secretary of State of the State of Illinois:

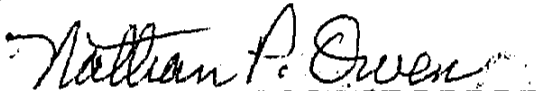
- a. The surviving or new corporation may be served with process in this state in any proceeding for the enforcement of any obligation of any domestic corporation which is party to such merger or consolidation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving or new corporation to accept service of process in any such proceeding.

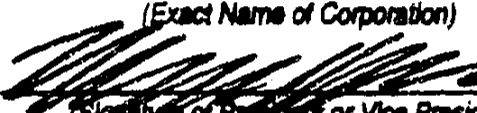
Property of Cook County

7. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated June 27, 19 97
attested by 
(Signature of Secretary or Assistant Secretary)
DANIEL SILVERSTEIN
Assistant Secretary
(Type or Print Name and Title)

Council for Jewish Elderly
(Exact Name of Corporation)
by 
Executive Vice President
(Signature of President or Vice President)
Ronald Wetsmehl
(Type or Print Name and Title)

Dated June 27, 19 97
attested by 
(Signature of Secretary or Assistant Secretary)
NATHAN P. OWEN SECRETREAS
(Type or Print Name and Title)

Drexel Home, Inc.
(Exact Name of Corporation)
by 
(Signature of President or Vice President)
ALBY KOPPERMAN SA.....
(Type or Print Name and Title)

Dated _____, 19 _____
attested by _____
(Signature of Secretary or Assistant Secretary)

(Type or Print Name and Title)

(Exact Name of Corporation)
by _____
(Signature of President or Vice President)

(Type or Print Name and Title)

97472552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

97477552

FORM NFP-111.25

File No.

4994-500-4

ARTICLES OF MERGER,
OR CONSOLIDATION

under the

GENERAL NOT FOR PROFIT
CORPORATION ACT

Filing Fee \$25.00

FILED

JUN 27 1997

GEORGE H. RYAN
SECRETARY OF STATE

RETURN TO:

Department of Business Services
Secretary of State
Springfield, Illinois 62768
Telephone (217) 782-0821

C-227.3