

713002

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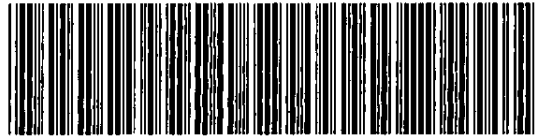
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TALLAHASSEE, FLORIDA

Merger

C.COULLETTE

MAR 04 2010

EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Boys and Girls Clubs of the Emerald Coast, 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:

Dawn E. Norris
(Contact Person)

Matthews & Hawkins, P.A.
(Firm/Company)

4475 Legendary Drive
(Address)

Destin, FL 32541
(City/State and Zip Code)

For further information concerning this matter, please call:

Dawn E. Norris At (850) 837-3662
(Name of Contact Person) (Area Code & Daytime Telephone Number)

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

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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)
<u>Boys and Girls Clubs of the Emerald Coast, Inc.</u>	<u>Florida</u>	<u>713002</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Boys & Girls Clubs of Escambia County, Inc.</u>	<u>Florida</u>	<u>719003</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 TALLAHASSEE, FLORIDA

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).

(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

PLAN OF MERGER

This Plan of Merger ("Plan") is effective as of the 2nd day of February 2010 ("Effective Date"), by and between Boys and Girls Clubs of the Emerald Coast, Inc., a Florida non-profit corporation ("Emerald Coast"), whose address is 923 Denton Blvd, Fort Walton Beach, FL 32547 and Boys & Girls Clubs of Escambia County, Inc., a Florida non-profit corporation ("Escambia"), whose address is 2751 North H Street, Pensacola, FL 32501.

RECITALS

A. Emerald Coast is a non-profit, tax exempt organization existing under the laws of the State of Florida, which operates Boys & Girls Clubs in Okaloosa and Walton Counties in Northwest Florida. Its mission is to inspire and enable all young people, their families and their community, to realize their full potential as productive, responsible and caring citizens.

B. Escambia is a non-profit, tax exempt organization existing under the laws of the State of Florida which operates in Pensacola and Escambia County. Its mission is to inspire and enable all young people, especially those from disadvantaged circumstances, to realize their full potential as productive, responsible and caring citizens.

C. The Boards of Directors of Emerald Coast and Escambia mutually believe that a business combination between them on the terms outlined in this Agreement will enhance the mentoring of the young people in the communities they serve, and increase efficiency of operations, achieve economies of scale and further the respective missions of both entities.

D. The parties, through their discussions in recent months, have developed a common vision and mission to serve their communities that can best be achieved through their merger.

E. The Boards of Directors of Escambia and Emerald Coast each have agreed to effect the Merger as defined below upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained and such other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and on the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date, Escambia shall be merged with and into Emerald Coast in accordance with the laws of the State of Florida (the "Merger"). The separate existence of Escambia shall cease and Emerald Coast shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Florida.

- 1.2 Articles of Incorporation. On the Effective Date, the Articles of Incorporation of Emerald Coast, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of the Surviving Corporation.
- 1.3 By-Laws. On the Effective Date, the By-laws of Emerald Coast, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the By-laws of the Surviving Corporation.
- 1.4 Directors and Officers. The directors and officers of the Emerald Coast prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-laws of the Surviving Corporation.

ARTICLE II

EFFECT OF THE MERGER

- 2.1 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all rights, privileges, immunities, powers, franchises and authority, of Emerald Coast and Escambia; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each Escambia and Emerald Coast on whatever account shall thereafter be taken and deemed to be held or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed, title to any real estate, or any interest vested in Escambia or Emerald Coast, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of Escambia and Emerald Coast shall be preserved unimpaired, and all liens upon the property of Escambia or Emerald Coast shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.
- 2.2 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Escambia, such deeds or other instruments, and there shall be taken or caused to be taken by it such further other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Corporation the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Escambia and otherwise carry out the purposes of this Plan, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Escambia or otherwise take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE III

GENERAL

- 3.1 Governing Law. This Plan shall be governed by, construed and enforced in accordance with the laws of the State of Florida and the merger provisions of Florida Statutes, Chapter 617.
- 3.2 Amendment/Waivers. This Plan may be amended, modified or supplemented only by an instrument in writing executed by all the parties hereto. Any waiver of any terms and conditions hereof must be in writing signed by the parties hereto. The waiver of any of the terms and conditions of this Plan shall not be construed as a waiver of any other terms and conditions hereof.

[Remainder of the page left intentionally blank]

[Signatures appear on the following pages]

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

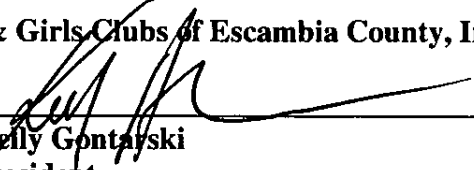
Boys and Girls Clubs of the Emerald Coast, Inc.



By: Crawford W. ("Bear") Henley
Its: President

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

Boys & Girls Clubs of Escambia County, Inc.



By: Kelly Gontarski
Its: President