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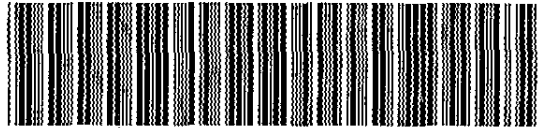
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*merger
T. Lewis*

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SECRETARY OF STATE
FALLS CHURCH, VA

POWELL, CARNEY, GROSS, MALLER & RAMSAY, P.A.

MARY JO CARNEY
ALAN M. GROSS
UTA S. GROVE
KAREN E. MALLER
JAMES N. POWELL
DON DOUGLAS RAMSAY

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August 19, 2004

Florida Secretary of State
CORPORATIONS DIVISION
Post Office Box 6327
Tallahassee, FL 32314

Re: Pinellas Suncoast Association of Realtors®, Inc.

TO WHOM IT MAY CONCERN

Enclosed are the following documents:

1. Corporation Reinstatement for ST. PETERSBURG SUNCOAST ASSOCIATION OF REALTORS®, INC.
2. Corporation Reinstatement for THE GREATER CLEARWATER ASSOCIATION OF REALTORS®, INC.
3. Duplicate originals of Articles of Merger of ST. PETERSBURG SUNCOAST ASSOCIATION OF REALTORS®, INC., THE GREATER CLEARWATER ASSOCIATION OF REALTORS®, INC. and PINELLAS SUNCOAST ASSOCIATION OF REALTORS®, INC.

I have enclosed herewith a check in the amount of \$840.00, which represents the reinstatement fee of \$358.75 for each of the two dissolved not for profit corporation, the filing fee of \$105.00 and \$17.50 to cover the cost of two certified copies. Please return the certified copy to the attention of the undersigned.

Thank you for your assistance in this matter.

Very truly yours,

POWELL, CARNEY, GROSS, MALLER & RAMSAY, P.A.


James N. Powell

JNP/lj

Enclosures: a/s

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF THREE FLORIDA
NOT-FOR-PROFIT CORPORATIONS**

The undersigned are the Presidents of the following not-for-profit corporations:

ST. PETERSBURG SUNCOAST ASSOCIATION OF REALTORS®, INC.
THE GREATER CLEARWATER ASSOCIATION OF REALTORS®, INC.
PINELLAS SUNCOAST ASSOCIATION OF REALTORS®, INC.

The undersigned hereby execute these Articles of Merger for filing with the office of the Florida Department of State.

**ARTICLE I
Plan of Merger**

A copy of the Plan of Merger is attached as Exhibit "A".

**ARTICLE II
Approval**

- a. The Plan of Merger was adopted by the St. Petersburg Suncoast Association of Realtors®, Inc. at a meeting of the members held on June 1, 2001. The number of votes cast in favor of the merger was sufficient for approval. The vote was 295 for and 44 against.
- b. The Plan of Merger was adopted by the Greater Clearwater Association of Realtors®, Inc. at a meeting of the members held on June 2, 2001. The number of votes cast in favor of the merger was sufficient for approval. The vote was 292 for and 41 against.
- c. The Plan of Merger was adopted by the Pinellas Suncoast Association of Realtors®, Inc. effective June 2, 2001, by the unanimous consent of the Board of Directors, there being no members entitled to vote.

**ARTICLE III
Effective Date**

The merger shall be effective at 11:59 p.m., Monday, December 31, 2001.

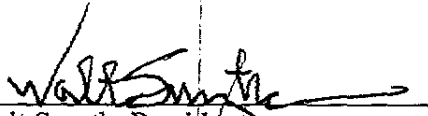
**ARTICLE IV
Surviving Corporation**

The surviving corporation shall be PINELLAS SUNCOAST ASSOCIATION OF REALTORS®, INC.

In witness whereof, the undersigned have executed these Articles of Merger on the dates set forth by their signatures.

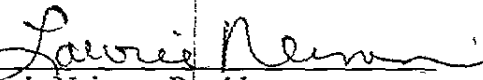
ST. PETERSBURG SUNCOAST ASSOCIATION OF REALTORS®, INC.
a Florida not-for-profit corporation

December 28, 2001

by 
Walt Smyth, President

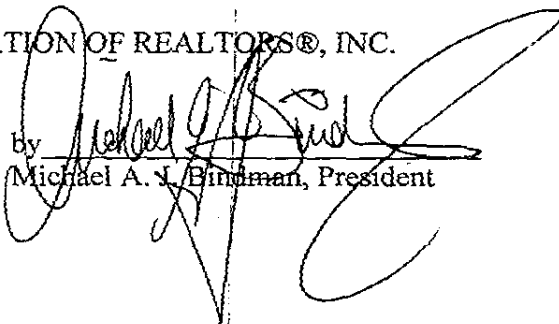
THE GREATER CLEARWATER ASSOCIATION OF REALTORS®, INC.
a Florida not-for-profit corporation

December 28, 2001

by 
Laurie Neiman, President

PINELLAS SUNCOAST ASSOCIATION OF REALTORS®, INC.
a Florida not-for-profit corporation

December 28, 2001

by 
Michael A. J. Bindman, President

AGREEMENT AND PLAN OF MERGER

The
THIS AGREEMENT AND PLAN OF MERGER ("Agreement") dated and signed the 3RD of MAY 2001, made by and between ST. PETERSBURG SUNCOAST ASSOCIATION OF REALTORS®, INC. ("SSAR"), a Florida not-for-profit corporation, GREATER CLEARWATER ASSOCIATION OF REALTORS®, INC., ("GCAR"), a Florida not-for-profit corporation, each of which is also referred to as a "Constituent Association", and Pinellas Suncoast Association of Realtors, Inc. (PSAR), a Florida not-for-profit corporation.

STIPULATIONS:

- A. SSAR is a not-for-profit corporation providing professional services to the public in all matters pertaining to real estate in Pinellas County, Florida and is organized and existing under the laws of the State of Florida, with the principal office at 7655 38th Avenue North, St. Petersburg, FL 33710.
- B. GCAR is a not-for-profit corporation providing professional services to the public in all matters pertaining to real estate in Pinellas County, Florida and is organized and existing under the laws of the State of Florida, with the principal office at 1545 S. Belcher, Clearwater, FL 33746.
- C. SSAR has approximately 2200 voting members.
- D. GCAR has approximately 2400 voting members.
- E. The Board of Directors and members of the constituent corporations deem it desirable and in the best business interests of the corporations and their members that GCAR and SSAR be merged and consolidated in a transaction qualifying as a "Reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and under and pursuant to the provisions of Chapter 617 of the Florida Statutes.
- F. The business purposes for the merger/consolidation are as follows: (a) consolidating the markets of each organization, (b) broadening the base of income to support MLS and other services, (c) providing cost effective service through economies of scale in areas such as educational seminars and preparation of professional forms, (d) lowering administrative overhead, (e) broadening the base of future leadership, (f) eliminating dual membership, (g) presenting unity and greater strength in professional positions and community and industry issues, (h) reducing the need for members investment of volunteer time and effort in operating the business of SSAR and GCAR.

In consideration of the mutual covenants and subject to the terms and conditions set forth in this Agreement, the constituent corporations agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger.

- (a) At the Effective date of the merger (as defined in Section 1.2), and subject to the terms and conditions of this Agreement SSAR and GCAR shall be consolidated into Pinellas Suncoast Association of Realtors, Inc., a to-be-formed Florida not-for-profit corporation ("PSAR") on the terms and conditions set forth in this Agreement. On the Effective date, the separate existence of SSAR and GCAR shall cease and PSAR shall continue to exist as the surviving corporation, in accordance with the provisions of Section 617.1106 of the Florida Statutes.
- (b) The merger will have the effects specified by the provisions of Section 617.1106 of the Florida Statutes.

Section 1.2 Effective Date. Unless this Agreement has been abandoned as provided under Article VIII, the merger shall become effective upon the later of the following:

- (A) 12:59 PM, December 31, 2001; or
- (B) The date on which the Plan of Merger is approved by the National Association of REALTORS®, Inc.

ARTICLE II

CONVERSION OF CERTIFICATES OF MEMBERSHIP

All Certificates of Membership of SSAR and GCAR owned by members shall be canceled and shall cease to exist from and after the Effective date, and no other Certificates of Membership of SSAR and GCAR shall be granted or issued.

All Certificates of Membership of SSAR and GCAR members shall be converted into, and will automatically become Certificates of Membership of PSAR.

ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS OF PSAR

Section 3.1 Articles. The Articles of Incorporation of PSAR, a true copy of which is attached to this Agreement as Exhibit "A" are approved and adopted by execution of this Agreement and Plan of Merger, and shall be filed with the Florida Secretary of State within 60 days after the filing of the Articles of Merger, and shall continue as the Articles of Incorporation of PSAR as of the Effective Date of the merger until amended or repealed.

Section 3.2 By-laws. The initial By-laws of PSAR will be adopted by the Board of Directors of PSAR prior to the Effective Date and will constitute the official By-laws of PSAR until amended, ratified or repealed by the Members and Directors of PSAR as provided in those By-laws.

ARTICLE IV

MERGING OF VOTING AND GOVERNANCE POLICIES AND PROCEDURES, COMMITTEES, PERSONNEL, EQUIPMENT, BENEFITS AND CORPORATE DOCUMENTS

As part of the merger, the merging of voting and governance policies and procedures, committees, personnel, equipment, benefits and corporate documents shall be addressed as follows:

Section 4.1 Board of Directors. The initial Board of Directors of PSAR will be those individuals as selected by the Board of Directors of SSAR and GCAR and identified in the Articles of Incorporation, attached as Exhibit A.

Section 4.2 Committees. The membership of each existing SSAR and GCAR committee shall have the ability to become PSAR members of similar committees. Additionally, for purpose of elections and appointments, SSAR and GCAR committee members will be given credit for prior service on SSAR and GCAR committees.

Section 4.3 Classes of Membership. The classes of membership of PSAR shall be the classes of membership set forth in the Bylaws.

Section 4.4 Employees. All employees, with the exception of the Executive Vice Presidents, of SSAR and GCAR shall continue in the employment of PSAR after the Effective date and shall be evaluated under the PSAR Staff Policy and Procedure Manual as may be in effect from time to time.

Section 4.5 Benefits:

- (a) All employees, with the exception of the Executive Vice Presidents of SSAR and GCAR shall continue to receive the benefits, which are presently enjoyed by them until such other benefits policies may be determined by the PSAR.
- (b) COBRA, workers' compensation, unemployment compensation, life disability and liability insurance considerations and other such matters shall be reviewed by PSAR.

Section 4.6 Assets. The assets, including but not limited to the real estate property, personal property, leases, contracts and liabilities of SSAR and GCAR shall be conveyed to and assumed by PSAR as of the Effective Date, and shall be administered by PSAR's Board of Directors.

Section 4.7 Office Location. The Administrative Office of PSAR shall be maintained at the present SSAR location and the GCAR current location will be maintained as a branch office until at least 7/31/02.

Section 4.8 Grievances and Arbitration. The grievance and arbitration procedures of PSAR shall remain the same as currently exist in SSAR and GCAR and as required by the National Association of Realtors.

Section 4.9 Dues. GCAR members and SSAR members in good standing, who have paid their 2002 dues, shall be deemed to have paid dues of PSAR for the same period and are entitled to all rights and privileges of PSAR.

Section 4.10 Merger Documents. As part of the merger, Articles of Incorporation and Bylaws of and merger documents shall be prepared, which include but are not limited to, SSAR and GCAR Boards of Directors and Membership Notices and Resolutions, this Agreement and Plan of Merger, Articles of Merger, and documents required to obtain the approval of the National Association of Realtors.

ARTICLE V

SSAR AND GCAR REPRESENTATIONS AND WARRANTIES

The representations and warranties made by SSAR and GCAR to each other in writing respecting their financial condition, status of assets and other matters are made to the best knowledge and belief of the officers and directors of each corporation executing this Agreement. Each Constituent Association agrees to notify the other of any event or circumstance which may significantly change the financial condition or status of assets as they existed on the date of approval of this Plan by the membership of the other Constituent Association.

ARTICLE VI

DIRECTORS, OFFICERS AND PRINCIPAL OFFICE

Section 6.1 Directors and Officers. The names and addresses of the first Board of Directors and Officers of PSAR are set forth in the Articles of Incorporation of PSAR.

Section 6.2 Principal Office. The principal office of PSAR after the merger shall be 7655 38th Ave. N, St. Petersburg, FL 33710.

ARTICLE VII

TERMS AND CONDITIONS

Section 7.1 Ceasing of Separate Existence. On the Effective Date, the separate existence of SSAR and GCAR shall cease and each shall be merged into PSAR, which shall thereafter possess all the rights and privileges, immunities and franchises, of a public as well as a private nature, of both SSAR and GCAR.

Section 7.2 Press Releases. The Constituent Associations shall consult with one another concerning the form, substance and timing of any press release or other public disclosure of any matters relating to this Agreement. Provided, however, that nothing in this section shall be deemed to prohibit either Association from making any disclosure which its legal counsel deems necessary to comply with the law.

Section 7.3 Prohibited Transactions. Neither of the Constituent Associations shall, prior to the Effective Date, engage in any activity or transaction other than in the ordinary course of business, except that SSAR and GCAR may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section 7.4 Approval by Members. This Agreement shall be submitted for the approval of the members of SSAR and GCAR in the manner provided by the applicable laws of the State of Florida at meetings to be held at such other time as the Boards of Directors of SSAR and GCAR may respectively establish.

Section 7.5 Office Relocation. It is understood that GCAR may relocate its office space to a new location. This relocation of office space shall not substantially change the amount of total net assets of GCAR.

Section 7.6 Due Diligence Period. It is understood and agreed that SSAR and GCAR have completed their due diligence and unless this Agreement has been abandoned pursuant to Article VIII, have no issues with their discovery.

ARTICLE VIII

ABANDONMENT

Section 8.1 Abandonment of Merger. This Agreement may be abandoned by action of either of the Board of Directors of SSAR and GCAR, at any time prior to the Effective Date.

Section 8.2 Effect of Abandonment. In the event the merger is abandoned:

- (a) Except as specified below, this Agreement shall immediately terminate and become wholly void and of no effect, without liability on the part of any party or on the part of any director, officer, member, employee or agent thereof.
- (b) SSAR and GCAR shall each pay its own fees and expenses incident to the transaction contemplated by this Agreement and their respective members' meetings, including fees and expenses of the respective counsel, accountants, advisors and other experts and shall pay and bear equally those fees and expenses which have been incurred for their joint benefit or account.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Execution of Agreement. This Agreement and Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

Section 9.2 Necessary Documents. All parties agree to sign any necessary documents to implement this Agreement either before or after the Effective Date.

Section 9.3 Assignment. This Agreement is not assignable and shall inure to the benefit and be binding on the parties hereto and their legal representatives, heirs, successors and assigns.

Section 9.4 Notices. All notices, requests, demands and other communications required or permitted here under shall be in writing and shall be deemed to have been duly given when delivered by hand or when mailed by certified registered mail, return receipt requested, with postage prepaid in their current address or to such other address as they request in writing.

IN WITNESS WHEREOF, the parties herein have executed this Agreement and Plan of Merger, and any revisions as agreed upon and signed for, as of the day and year from above written.

ATTEST:

THE GREATER CLEARWATER ASSOCIATION OF REALTORS®, INC.

By: Lawrence W. Roman
Secretary

By: Laura New
President

(SEAL)

ATTEST:

ST. PETERSBURG SUNCOAST ASSOCIATION OF REALTORS®, INC.

By: Char N King
Secretary

By: Robert W. Hendry
President

ATTEST:

Pinellas Suncoast Association of Realtors, Inc.

By: Javier W. Kelly
Secretary
(SEAL)

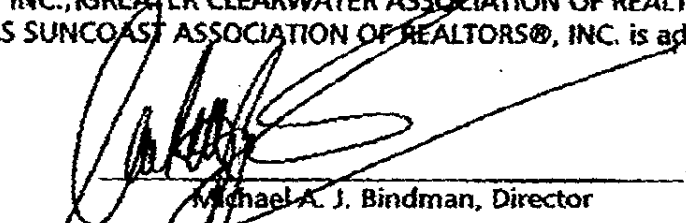
By: James R. ...
President
Revised 5/01/01

UNANIMOUS WRITTEN CONSENT
of
BOARD OF DIRECTORS
of
PINELLAS SUNCOAST ASSOCIATION OF REALTORS®, INC.

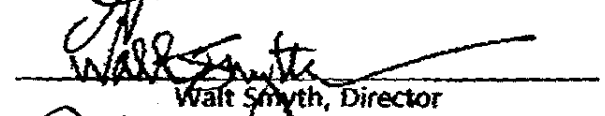
June 1, 2001

The undersigned being all of the Directors of Pinellas Suncoast Association of Realtors®, Inc., a Florida not-for-profit corporation, (the "Corporation"), pursuant to Section 617.0821, Florida Statutes, hereby consent to the adoption of the following resolutions as though such had been duly adopted at a meeting of the Board of Directors held on June 1, 2001:

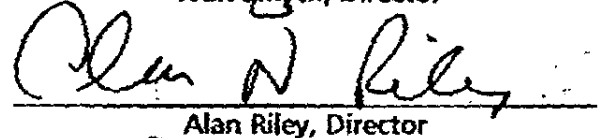
The
The Plan of Merger among ST. PETERSBURG SUNCOAST ASSOCIATION OF REALTORS®, INC., GREATER CLEARWATER ASSOCIATION OF REALTORS®, INC. and PINELLAS SUNCOAST ASSOCIATION OF REALTORS®, INC. is adopted.



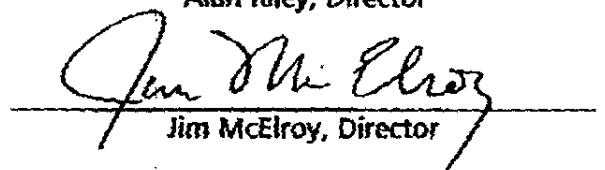
Michael A. J. Bindman, Director



Walt Smyth, Director



Alan Riley, Director



Jim McElroy, Director