

P37341

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MERGER OR SHARE EXCHANGE

BEST BUDDIES INTERNATIONAL, INC.

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December 30, 2005

FLORIDA DEPARTMENT OF STATE

Division of Corporations

BEST BUDDIES INTERNATIONAL, INC.

100 SE 2ND STREET

SUITE 2200

MIAMI, FL 33131US

SUBJECT: BEST BUDDIES INTERNATIONAL, INC.

REF: P37341

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Page one of the Articles of Merger -sixth paragraph states that "the plan of merger was adopted by the written consent of the members of the merging corporation" but page 4-Plan and Agreement of Merger states "there are no members or members entitled to vote" for the merging entity.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

FAX Aud. #: H05000294865
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**ARTICLES OF MERGER
OF
BEST BUDDIES JOBS, INC.
a Florida Not for Profit Corporation
INTO
BEST BUDDIES INTERNATIONAL, INC.
a District of Columbia Not for Profit Corporation**

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TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 61.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving corporation is Best Buddies International, Inc., a District of Columbia Not for Profit Corporation. The document number of the corporation is 890192.

SECOND: The name and jurisdiction of the merging corporation is Best Buddies Jobs, Inc., a Florida Not for Profit Corporation. The document number of the corporation is N94000001755.

THIRD: The Plan of Merger is attached.

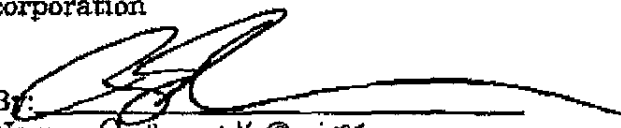
FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The plan of merger was adopted by the ^{directors} ~~members~~ of the surviving corporation on the 15th day of April, 2005. The number of votes cast for the merger was sufficient for approval and the vote for the plan was signed by all the ~~members~~ ^{directors} entitled to vote in respect thereof.

SIXTH: The plan of merger was adopted by written consent of the ^{directors} ~~members~~ of the merging corporation and was executed in accordance with section 617.0701, Florida Statutes.

NOW, THEREFORE, the undersigned have caused this Articles of Merger to be executed on this 13th day of December, 2005.

**BEST BUDDIES INTERNATIONAL, INC.
a District of Columbia Not for Profit
corporation**

By: 
Name: Anthony K. Driver
Title: Founder, Chairman and CEO

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BEST BUDDIES JOBS, INC.,
a Florida Not for Profit corporation

By: 

Name: Anthony K. Shriver

Title: Founder, Chairman & CEO

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**PLAN AND AGREEMENT OF MERGER
OF
BEST BUDDIES JOBS, INC.
a Florida Not for Profit Corporation
INTO
BEST BUDDIES INTERNATIONAL, INC.
a District of Columbia Not for Profit Corporation**

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is entered into as of the 21st day of December, 2005 by and between Best Buddies Jobs, Inc., a Florida Not for Profit corporation (the "Merging Entity"), and Best Buddies International, Inc., a District of Columbia Not for Profit corporation (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Merging Entity is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Surviving Entity is a corporation duly organized and existing under the laws of the District of Columbia;

WHEREAS, the laws of the State of Florida permit a merger of a Florida Not for Profit corporation with and into a District of Columbia Not for Profit corporation;

WHEREAS, there are no members or members entitled to vote for the Merging Entity;

WHEREAS, there are no members or members entitled to vote for the Surviving Entity;

WHEREAS, the Board of Directors of the Merging Entity deem it advisable and in the best interest of the Merging Entity, that the Merging Entity merge with and into the Surviving Entity pursuant to the Florida Statutes;

WHEREAS, the Board of Directors of the Surviving Entity deem it advisable and in the best interest of the Surviving Entity, that the Merging Entity merge with and into the Surviving Entity pursuant to the District of Columbia Statutes;

WHEREAS, the Board of Directors of the Merging Entity and the Surviving Entity have approved the terms and conditions of this Agreement;

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NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

1. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged into the Surviving Entity, as a single Not for Profit corporation, upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the District of Columbia as the surviving corporation and they further agree as follows:

a. The purposes, the registered agent, and the address of the registered office of the Surviving Entity shall be as appears in the Articles of Incorporation of the Surviving Entity as on file with the office of the Secretary of State of the District of Columbia on the date of this Agreement. From and after the Effective Date (as defined below), and until further amended, altered, or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the Surviving Entity.

b. The Bylaws of the Surviving Entity in effect on the effective date, if any, shall be the Bylaws of the Surviving Entity until it shall be altered, amended, or replaced or until new Bylaws are adopted as provided therein.

c. The officers and Board of Directors of the Surviving Entity shall be the officers and Board of Directors of the Surviving Entity on the Effective Date.

2. This Agreement was submitted to the Board of Directors of the Merging Entity and the Surviving Entity for their consent and approval, was adopted and approved in accordance with the laws of the State of Florida and the laws of the District of Columbia, and this Agreement, the appropriate Articles of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida and District of Columbia.

3. The effective date for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity shall be the date that the Surviving Entity files its Articles of Merger (the "Effective Date" of the merger).

4. On the Effective Date, the transfer books of the Merging Entity shall be closed.

5. Prior to and on the Effective Date, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Entity shall determine that any further conveyance, assignment or other document or any

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further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the officers and directors of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

6. On and after the Effective Date, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. The principal office of the Surviving Entity shall be 100 S.E. 2nd Avenue, Miami, FL 33131.

8. This Agreement embodies the entire agreement between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

9. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida and District of Columbia. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

This Plan and Agreement of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Plan and Agreement of Merger on the date first written above.

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BEST BUDDIES JOBS, INC.,
A Florida Not for Profit corporation

By: 

Name: Anthony K. Shriver

Title: Chief Executive Officer

BEST BUDDIES INTERNATIONAL, INC.,
a District of Columbia Not for Profit
corporation

By: 

Name: Anthony K. Shriver

Title: Chief Executive Officer

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