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MERGER OR SHARE EXCHANGE

GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC.

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ARTICLES OF MERGER

Goodwill Industries of South Florida, Inc., a Florida non-stock, non-profit corporation (the "Surviving Corporation"), and Goodwill Industries of Broward County, Inc., a Florida non-stock, non-profit corporation (the "Non-surviving Corporation"), hereby state and certify as follows, for the purposes of effecting an agreement and plan of merger between them, pursuant to the requirements of Section 617.1105 of the Florida Not For Profit Corporation Act:

EFFECTIVE DATE

1. Attached as Exhibit A is the Agreement and Plan of Merger dated May 19, 2005 by and between Surviving Corporation and Non-surviving Corporation (the "Plan of Merger").

07-01-05

2. The merger of the Non-surviving Corporation with and into the Surviving Corporation shall become effective on July 1, 2005 (the "Effective Time").

3. There being no members of the Surviving Corporation entitled to vote on the Plan of Merger, the Plan of Merger was adopted on May 19, 2005 by the Board of Directors of the Surviving Corporation, with 33 of the 40 directors voting in favor of adoption of the Plan of Merger and 0 of the 0 directors voting against the adoption of the Plan of Merger.

4. There being no members of the Non-surviving Corporation entitled to vote on the Plan of Merger, the Plan of Merger was adopted on May 17, 2005 by the Board of Directors of the Non-surviving Corporation, with 10 of the 17 directors voting in favor of adoption of the Plan of Merger and 7 of the 17 directors voting against the adoption of the Plan of Merger.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 19 day of May, 2005.

NON-SURVIVING CORPORATION:

Goodwill Industries of Broward County, Inc.

By: [Signature]
Print Name: Craig G. Overfield
Title: Chairman of the Board

SURVIVING CORPORATION:

Goodwill Industries of South Florida, Inc.

By: [Signature]
Print Name: Alfred S. Nivak
Title: Chairman of the Board

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") relates to the merger of Goodwill Industries of Broward County, Inc., a Florida non-stock, non-profit corporation (the "Non-surviving Corporation"), and Goodwill Industries of South Florida, Inc., a Florida non-stock, non-profit corporation (the "Surviving Corporation").

WITNESSETH:

WHEREAS, the Non-surviving Corporation and the Surviving Corporation wish to enter into a merger agreement pursuant to which the Non-surviving Corporation will merge with and into the Surviving Corporation, and the Surviving Corporation will be the surviving entity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. The Merger. On the Effective Date (as defined below), the Non-surviving Corporation shall merge with and into the Surviving Corporation (the "Merger"). Immediately following the Merger, the Surviving Corporation shall continue as a non-stock, non-profit corporation, and the separate existence of the Non-surviving Corporation shall cease.
2. Terms and Conditions. The Merger shall become effective on July 1, 2005 (the "Effective Date").
3. Covenants. After the Merger, the Surviving Corporation hereby covenants and agrees as follows:
 - a. At least six members of the Board of Directors of the Surviving Corporation shall be residents of Broward County.
 - b. A Committee of the Board of Directors called the Program/Business Development Committee for Broward County will be established and the Chair of the foregoing committee shall be a resident of Broward County and shall serve as a member of the Executive Committee of the Surviving Corporation.
 - c. The Surviving Corporation shall maintain and utilize the Billy's House and Living Skills program. The Surviving Corporation shall retain the Billy Schulman Award.
4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Date shall remain as the Articles of Incorporation of the Surviving Corporation without any amendments or changes.

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5. Termination. This Agreement may be terminated at any time prior to the filing date with the written consent of the Surviving Corporation and the Non-surviving Corporation.
6. Effect of Termination. If this Agreement is terminated as provided in Section 5, this Agreement shall forthwith become void and have no effect, without liability on the part of the Surviving Corporation and the Non-surviving Corporation.
7. Amendment. This Agreement may not be amended except by an instrument signed by each party hereto.
8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.
9. Governing Law. This Agreement is governed by the laws of the State of Florida.
10. Binding Effect; No Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable without the prior written consent of the other parties hereto.
11. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures are on the following page.]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of May 19, 2005.

NON-SURVIVING ENTITY:

GOODWILL INDUSTRIES OF BROWARD COUNTY, INC.,
a Florida non-stock, non-profit corporation

By: [Signature]
Name: Stef Agerfield
Title: Chairman of the Board

SURVIVING ENTITY:

GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC.,
a Florida non-stock, non-profit corporation

By: [Signature]
Name: ALBERT S. UNAK
Title: Chairman of the Board