

Division of Corporations

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702652

Florida Department of State
Division of Corporations
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Katherine Harris, Secretary of State

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TALLAHASSEE, FLORIDA

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(((H00000065488 9)))

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To:

Division of Corporations
Fax Number : (850) 922-4000

From:

Account Name : FOWLER, WHITE, BURNETT, ET AL
Account Number : 071250001512
Phone : (305) 789-9200
Fax Number : (305) 789-9201

EFFECTIVE DATE
1-1-2001

MERGER OR SHARE EXCHANGE

JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.

Certificate of Status	0
Certified Copy	1
Page Count	20
Estimated Charge	\$113.75

Handwritten signature and initials

56

ARTICLES OF MERGER
Merger Sheet

MERGING:

COMMUNITY COUNCIL FOR JEWISH ELDERLY, INC., a Florida corporation,
document 708248

JEWISH FAMILY SERVICE OF GREATER MIAMI, INC., a Florida corporation,
document number 727464

INTO

JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC., a Florida
entity, 702652

File date: December 19, 2000, effective January 1, 2001

Corporate Specialist: Karen Gibson

TELEFAX

**FROM THE LAW OFFICES OF
FOWLER, WHITE, BURNETT, HURLEY, BANICK & STRICKROOT, P.A.
100 South East Second Street
Miami, FL 33131-1101**

**OUR FAX NO. 305-789-9201
OUR TELEPHONE NO. 305-789-9200**

PLEASE DELIVER THE FOLLOWING PAGES AS SOON AS POSSIBLE TO:

NAME: Karen Gibson

FIRM: Corporate Specialist

CITY:

FAX NO.: 850-922-4000

FROM: Judy Rodman, Paralegal

OUR FILE NO.: 54698-SHA **JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA,
INC.**

COMMENTS: Fax Audit No. H00000065488
Letter No. 500A00063603
Account No. 071250001512

Enclosed please find the corrected Articles of Merger and Agreement and Plan of Merger, our letter responding to your question relating to officers and directors, a copy of your letter referenced above, and the fax audit sheet. Please process accordingly.

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 24

DATE: December 19, 2000

IMPORTANT MESSAGE

THIS TRANSMITTAL IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS TRANSMITTAL IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL TRANSMITTAL TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

Jody Rodman



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

December 19, 2000

JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.
735 NE 125TH STREET
NORTH MIAMI, FL 33161US

SUBJECT: JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.
REF: 702652

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

The word "initial" or "first" should be removed from the article regarding directors, officers, and/or registered agent, unless these are the individuals originally designated at the time of incorporation.

SINCE THE CORPORATION HAS BEEN IN EXISTENCE SINCE 1961, THE OFFICERS AND DIRECTORS MENTIONED IN ALL PARTS OF #18 OF THE PLAN, SHOULD NOT BE TERMED "INITIAL". PLEASE DELETE THIS WORD FROM THE VARIOUS SECTIONS OF #18.

IF YOU WISH THIS OFFICE TO LIST THE OFFICERS AND DIRECTORS UPON COMPLETION OF THE MERGER, AN ATTACHMENT WITH THESE NAMES ON IT MUST BE PART OF THE DOCUMENT. THIS IS REFERRED TO IN 18B. PLEASE RECONSTRUCT THIS SOME WAY TO COMPLY.

THE ENTIRE DOCUMENT SHOULD BE SUBMITTED UPON RESENDING.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson
Corporate Specialist

FAX Aud. #: H00000065488
Letter Number: 500A00063603



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

December 18, 2000

JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.
735 NE 125TH STREET
NORTH MIAMI, FL 33161US

SUBJECT: JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.
REF: 702652

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.

The name of the person signing the document must be typed or printed beneath or opposite the signature.

On #18 section (b) Election of Board Members it states the initial Board of Directors of the surviving corporation shall consist of those members of the CCJE, JFS and JVS Boards of Directors whose names are listed on Exhibit 23 incorporated herein by reference but not attached hereto for filing purposes. Do you want the new directors to be listed on the computer???

The word "initial" or "first" should be removed from the article regarding directors, officers, and/or registered agent, unless these are the individuals originally designated at the time of incorporation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6906.

Darlana Connell
Corporate Specialist

FAX Aud. #: E00000065488
Letter Number: 100A00063392

LAW OFFICES

FOWLER, WHITE, BURNETT, HURLEY, BANICK & STRICKROOT
A PROFESSIONAL ASSOCIATION

MICHAEL AGLIATA
STUART H. ALTMAN
IVETTE L. ARANGO
RICHARD B. BANICK
DAVID O. BATISTA
NELSON C. BELLIDO
PAUL S. BERGER
MARIANA C. BLANCO
EDWARD J. BRISCOE
PETER M. BROOKE
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ENA T. DIAZ
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HOWARD W. GORDON
ALAINA S. GREENBERG
S. JOANNE GREER
BRIAN P. HILL
MARIA ISABEL HOELLE
JUNE GALKOSKI HOFFMAN

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JAN M. KUYLENSTIERNA
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JAMES P. MURRAY
RONALD G. NEUWIRTH
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J. MICHAEL PENNEKAMP
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BRAD K. SAUNDERS
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RICHARD A. WOOD

CODY FOWLER (1 802-1978)
MORRIS E. WHITE (1 802-1998)
JAMES L. HURLEY (1 920-1989)

BANK OF AMERICA TOWER
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TELEPHONE (561) 802-9044
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WWW.FOWLER-WHITE.COM

REPLY TO MIAMI OFFICE

December 19, 2000

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Attention: Karen Gibson
Corporate Specialist

Re: Jewish Community Services of South Florida, Inc.
Ref: 702652
Fax Audit No. H00000065488
Letter No. 500A00063603

Gentlemen:

Enclosed are Articles and Plan of Merger with respect to the captioned filing which have been corrected in accordance with your letter dated December 19, 2000, copy enclosed.

With respect to your question regarding listing the officers and directors upon completion of the merger with the Division of Corporations, we do not wish to do so at this time and therefore have specifically not attached any such listing to the documents being filed, as indicated in paragraph 18 of the Agreement and Plan of Merger. When the corporation files its annual report for year 2001 the new officers and directors for the surviving corporation will be set forth therein.

Very truly yours,

FOWLER, WHITE, BURNETT, HURLEY,
BANICK & STRICKROOT, P.A.


Judith D. Rodman, Legal Assistant

Enclosures

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**ARTICLES OF MERGER
OF
COMMUNITY COUNCIL FOR JEWISH ELDERLY, INC.
(a Florida not-for-profit corporation)
AND
JEWISH FAMILY SERVICE OF GREATER MIAMI, INC.
(a Florida not-for-profit corporation)
INTO
JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.
(a Florida not-for-profit corporation)**

FILED
00 DEC 19 PM 4:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
1-1-2001

Pursuant to provisions of Section 617.1105 Florida Statutes, these Articles of Merger provide that:

1. COMMUNITY COUNCIL FOR JEWISH ELDERLY, INC. (a Florida not-for-profit corporation) and JEWISH FAMILY SERVICE OF GREATER MIAMI, INC. (a Florida not-for-profit corporation) shall be merged with and into JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. (f/k/a Jewish Vocational Service, Inc.) (a Florida not-for-profit corporation) which shall be the surviving corporation.
2. The members of COMMUNITY COUNCIL FOR JEWISH ELDERLY, INC. (a Florida not-for-profit corporation), JEWISH FAMILY SERVICE OF GREATER MIAMI, INC. (a Florida not-for-profit corporation) and JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. are not entitled to vote on the Agreement and Plan of Merger.
3. The Agreement and Plan of Merger, attached hereto as Exhibit "A" and incorporated herein by reference, was adopted by 12 of the 15 members (3 not present) of the Board of Directors of COMMUNITY COUNCIL FOR JEWISH ELDERLY, INC. (a Florida not-for-profit corporation) on September 11, 2000, by 21 of the 30 members (9 not present) of the Board of Directors of JEWISH FAMILY SERVICE OF GREATER MIAMI, INC. (a Florida not-for-profit corporation) on September 12, 2000 and by 23 of the 37 members (13 not voting and 1 voting no) of the Board of Directors of JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. (a Florida not-for-profit corporation) on September 25, 2000.
4. The merger shall become effective on January 1, 2001.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the

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constituent corporations by their affiliated officers as of December 6, 2000.

COMMUNITY COUNCIL FOR JEWISH
ELDERLY, INC.
(a Florida not-for-profit corporation)

By: Robert J. Friedman
Robert J. Friedman
Its: President

JEWISH FAMILY SERVICE OF GREATER
MIAMI, INC.
(a Florida not-for-profit corporation)

By: Richard B. Linevsky
Richard B. Linevsky
Its: PRESIDENT

JEWISH COMMUNITY SERVICES OF SOUTH
FLORIDA, INC.
(a Florida not-for-profit corporation)

By: Martin Fine
Martin Fine
Its: CHAIR

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[sha] W:\54698\ARTICLE63.SHA (12/7/0-14:54)

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AGREEMENT
AND
PLAN OF MERGER
OF
COMMUNITY COUNCIL FOR JEWISH ELDERLY, INC.
(a Florida not-for-profit corporation)
JEWISH FAMILY SERVICE OF GREATER MIAMI, INC.
(a Florida not-for-profit corporation)
JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.
f/k/a JEWISH VOCATIONAL SERVICE, INC.
(a Florida not-for-profit corporation)

Agreement and Plan of Merger by and between Community Council for Jewish Elderly, Inc., a Florida not-for-profit corporation ("CCJE"), Jewish Family Service of Greater Miami, Inc., a Florida not-for-profit corporation ("JFS"), and Jewish Community Services of South Florida, Inc. f/k/a Jewish Vocational Service, Inc., a Florida not-for-profit corporation ("JVS").

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AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (the "Agreement") between Community Council for Jewish Elderly, Inc., a Florida not-for-profit corporation ("CCJE"), Jewish Family Service of Greater Miami, Inc., a Florida not-for-profit corporation ("JFS") and Jewish Community Services of South Florida, Inc. f/k/a Jewish Vocational Service, Inc., a Florida not-for-profit corporation ("JVS").

Recitals

- A. CCJE, JFS and JVS are not-for-profit corporations which serve South Florida's Jewish and non-Jewish populations; and
- B. CCJE, JFS and JVS desire to merge together to form a single entity under which they will continue to render services to South Florida's Jewish and non-Jewish populations; and
- C. To effect the merger, CCJE, JFS and JVS agree that CCJE and JFS will merge with and into JVS on the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants, agreements, representations and warranties set forth in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Plan of Merger. On the Effective Date (as defined below), in accordance with the Florida Not-for-Profit Corporation Act and the terms of this Agreement, CCJE and JFS will be merged with and into JVS (the "Merger"), the separate corporate existences of CCJE and JFS shall cease, and JVS shall continue its corporate existence under the laws of Florida under its new name, JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. (the "Surviving Corporation"). The Surviving Corporation shall continue to be organized and operated as a tax-exempt, non-profit corporation pursuant to Chapter 617, Florida Statutes, and Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), as amended and no part of the assets of the Surviving Corporation shall inure to the benefit of any private individual.

(a) Effect of Merger. After and as of the Effective Date (as defined below), the Surviving Corporation shall possess all of the rights, privileges, power, immunities and franchises, of a public as well as a private nature, of CCJE and JFS and all property, real, personal, and mixed, and all debts due on whatever account, all other choses in action, and all and every interest of or belonging to or due to CCJE and JFS shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The title to any real estate or interest therein, vested by deed or otherwise in CCJE and JFS, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall henceforth be responsible and

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liable for all the liabilities, debts and duties of CCJE and JFS, which liabilities, debts and duties may be enforced against the Surviving Corporation to the same extent as if such liabilities, debts and duties had been incurred or contracted by it, and any claim existing or action or proceeding pending by or against CCJE and JFS may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and, neither the rights of creditors nor any liens upon the property of CCJE and JFS shall be impaired by the Merger.

(b) Employees. As of the Effective Date, all CCJE and JFS employees will become employees of the Surviving Corporation. Nothing in this Agreement is intended to change the employment status of any at-will employee.

2. Effective Date. The Merger shall become effective on January 1, 2001 (the "Effective Date").

3. Closing Date. This Agreement and all other instruments required to be executed or delivered in connection with this Agreement shall be executed and delivered (the "Closing") on January 2, 2001 (the "Closing Date"), at the offices of Greater Miami Jewish Federation, 4200 Biscayne Boulevard, Miami, Florida 33137.

4. Articles of Incorporation and Bylaws. The amendment to the Articles of Incorporation and the amended Bylaws of the Surviving Corporation, as in effect immediately prior to the Merger, shall be in the form of Exhibit I incorporated herein by reference but not attached hereto for filing purposes.

5. Representations and Warranties of CCJE. CCJE represents and warrants to JVS and JFS as follows:

(a) Corporate Status. CCJE is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary. CCJE is an organization described in Section 501(c)(3) of the Code and has established its tax exempt status with the Internal Revenue Service. To the best of the knowledge of CCJE, there are no pending or threatened proceedings or any other circumstances that would materially affect their continuation as a Section 501(c)(3) organization.

(b) Corporate Authority. CCJE has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and will deliver to JVS and JFS at or prior to the Effective Date certified copies of resolutions of its Board of Directors and members authorizing execution of this Agreement by its officers and its performance under this Agreement.

(c) Due Authorization. Execution of this Agreement and performance by

CCJE RJE JFS R.B.Z. JVS MZ 3

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CCJE under this Agreement has been duly authorized by all requisite corporate action on the part of CCJE in compliance with all applicable Florida Statutes and its Articles of Incorporation and By-Laws, and this Agreement constitutes a valid and binding obligation of CCJE and performance under this Agreement will not violate any provision of its Articles of Incorporation or Bylaws.

(d) Financial Statements. (a) Copies of the most recent audited balance sheet (the "Balance Sheet") and (b) the related audited statement of income and expense (the "Income Statement") of CCJE (collectively, the "Financial Statements") have been delivered to JVS and JFS. The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods. The Financial Statements fairly present the financial condition of CCJE and the results of its operations as of the dates of the Financial Statements and throughout the periods covered by the Financial Statements.

(e) Undisclosed Liabilities. CCJE has no liabilities or obligations, liquidated, unliquidated, accrued, absolute, contingent or otherwise connected with or arising out of its business, except (i) as set forth or reflected in the Financial Statements or (ii) liabilities incurred in the ordinary and usual course of business since the date of the most recent Financial Statements, which are properly reflected on the books and records of CCJE and which are not inconsistent with the liabilities incurred in the past or with the other representations, warranties and agreements of CCJE set forth in this Agreement.

(f) Trademarks, Licenses, Etc. Exhibit 2 incorporated herein by reference but not attached hereto for filing purposes sets forth all of the trademarks, trade names, service marks, patents, and copyrights (the "Intellectual Property") used or intended to be acquired or used by CCJE. CCJE is the sole and exclusive owner of its Intellectual Property.

(g) Facilities and Equipment. Exhibit 3 incorporated herein by reference but not attached hereto for filing purposes sets forth (a) all real property, buildings, offices, warehouses, storage facilities, fixtures, and improvements (the "Facilities") and (b) all equipment, furniture, vehicles, and other tangible personal property of every kind and description (the "Equipment"), owned or leased by CCJE or ordered by it before the date of this Agreement in connection with its business and/or otherwise used by CCJE. The Facilities are structurally sound, and none of the Facilities or Equipment has any material defects and all of them are in good operating condition and repair and are adequate for the uses to which they are being put; none of the Facilities or Equipment is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. CCJE is not in breach, violation or default of a lease with respect to or as a result of which another party has the right to terminate the lease, and CCJE has not received a notice of a claim or assertion that it is or may be in breach, violation or default of a lease.

(h) Title to Assets. Except as set forth in Exhibit 4 incorporated herein by reference but not attached hereto for filing purposes, CCJE has, or will have as of the Closing

CCJE *RBF*

JFS

R.B.L. JVS

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Date, good and marketable title to the Facilities, Equipment and other assets that are owned, or purported to be owned, by it (the "Assets"), free and clear of all mortgages, pledges, liens, encumbrances, security interests, equities, charges, clouds and restrictions of any nature.

(i) Litigation. Except as set forth on Exhibit 5 incorporated herein by reference but not attached hereto for filing purposes, there are no claims, litigation, investigations, inquiries, actions, suits or proceedings, administrative or judicial, pending or, to the knowledge of CCJE, threatened against CCJE, at law or in equity, before any federal, state, local or foreign court or regulatory agency, or other governmental authority, including, without limitation, an unfair labor practice, discrimination or grievance proceeding or claim, that could materially adversely affect (i) the ability of CCJE to perform its obligations under this Agreement, (ii) the Assets or the condition, financial or otherwise, of CCJE, or operation of the business of CCJE, or (iii) the consummation of the transactions contemplated by this Agreement.

(j) Labor Relations; Employee Benefit Plans.

(i) Except as set forth in Exhibit 6 incorporated herein by reference but not attached hereto for filing purposes, there are no labor complaints pending, or to the knowledge of CCJE, threatened, between CCJE and any of its past or present employees that could have a material adverse effect on the condition, financial or otherwise, operation or prospects of the business of CCJE. No employees of CCJE are represented by a labor union or other collective bargaining unit, and CCJE is not aware of any attempts to become so represented. No key administrative, marketing or technical employee of CCJE, whose departure could have a material adverse effect on the business of CCJE, has indicated that he or she has a present intention to terminate his or her employment.

(ii) Except as set forth on Exhibit 7 incorporated herein by reference but not attached hereto for filing purposes, there are no employment, option, consulting or other compensation agreements, either written or oral, with any past or present consultant, officer, director or employee of CCJE (the "Compensation Agreements").

(iii) Exhibit 8 incorporated herein by reference but not attached hereto for filing purposes sets forth a list of (i) all "employee welfare benefit plans as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which non-pension benefits (including, without limitation, severance pay, sick leave, vacations or vacation pay, salary continuation, bonus, incentive compensation, medical insurance or benefits, life insurance or death benefits, disability insurance, travel or accident insurance or benefits, or unemployment benefits) are provided for current or former employees of CCJE, their spouses or their beneficiaries (the "Welfare Plans") and (ii) all "employee pension benefit plans" within the meaning of Section 3(2) of ERISA, and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which pension benefits

CCJE *RJE*

JFS

R.B.Z. JVS *D*

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(including without limitation, pensions, retirement income, deferred compensation, or profit sharing) are provided for current or former employees of CCJE, their spouses, or their beneficiaries (the "Pension Plans").

(iv) CCJE and each of the Compensation Agreements, Welfare Plans, and Pension Plans (collectively, the "Plans") are in full compliance with the applicable provisions of ERISA, the Code and other applicable laws, orders and governmental rules and regulations. Each of the Plans has been maintained in accordance with its terms and applicable laws. CCJE is not a member of a group of trades or businesses under common control within the meaning of Section 4001 of ERISA in which any member of the group had, at any time, any obligation to contribute to a Pension Plan subject to Section 412 of the Code or to Title IV of ERISA, including, without limitation, any Multi employer Plan within the meaning of Section 4001(a)(3) of ERISA.

(v) All unpaid contributions to the Plans and all payments due under the Plans (except those to be made by a trust qualified under Sections 401(a) and 501(a) of the Code) have been properly accrued and reflected on the Financial Statements. All of the Plans that are not qualified under Section 401(a) of the Code have all accrued liabilities properly set forth in the Financial Statements.

(vi) There are no pending or, to the knowledge of CCJE, threatened, actions, claims or lawsuits that have been asserted or instituted against a Plan, the assets of a Plan or against a Plan sponsor, Plan administrator or a fiduciary of a Plan with respect to the operation of a Plans or the handling of its assets, nor does CCJE have knowledge of any facts that could reasonably form the basis for an action, claim or lawsuit. There are no pending investigations by a governmental agency involving a Plan.

(vii) CCJE does not maintain a health or life insurance plan that provides for continuing benefits or coverage for any participant or any spouse, dependent or beneficiary under such Plan after termination of employment, except as may be required under Section 4980B of the Code and regulations thereunder ("COBRA"). CCJE is in compliance with the COBRA notice and continuation coverage requirements. [The Surviving Corporation shall maintain a group health care plan in order to retain group health care plan coverage responsibility for all persons for whom a qualifying event, within the meaning of Section 4980B of the Code, takes place on or prior to the Closing Date.]

(k) **Taxes.** "Tax Return" means any return, declaration, report or information return or statement relating to taxes. "Taxes" means any state, local, or foreign income, gross receipts, payroll, employment, excise, stamp, occupational, withholding, social security, unemployment, real property, personal property, sales, use or other tax of any kind, including any interest, penalty or addition thereto. CCJE has filed all Tax Returns that they are required to file. All such Tax Returns were correct and complete in all respects. All Taxes owed by CCJE (whether or not shown on any Tax Return and whether or not any Tax Return was required) have been paid.

CCJE *RdF* JFS *R.B.L.* JVS *Pic*

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CCJE is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by a taxing authority in a jurisdiction where CCJE does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no liens on any of the assets of CCJE that arose in connection with any failure (or alleged failure) to pay any Tax, except for liens for Taxes not yet due. CCJE has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

(l) Complete Disclosure. This Agreement and all written certificates or statements of CCJE furnished to JVS and JFS pursuant to the terms of this Agreement, taken as a whole, do not contain an untrue statement of material fact, or omit to state a material fact necessary to make the statement in the circumstance under which it was made not misleading. There is no fact, to the knowledge of CCJE, that has a material adverse effect, or will have a material adverse effect, on the financial condition of CCJE that has not been set forth in this Agreement, or in the other documents, certificates and statements furnished to JVS and JFS by or on behalf of CCJE in connection with the transactions contemplated by this Agreement.

6. Representations and Warranties of JFS. JFS represents and warrants to JVS and CCJE as follows:

(a) Corporate Status. JFS is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary. JFS is an organization described in Section 501(c)(3) of the Code and has established its tax exempt status with the Internal Revenue Service. To the best of the knowledge of JFS, there are no pending or threatened proceeding or any other circumstances that would materially affect their continuation as a Section 501(c)(3) organization.

(b) Corporate Authority. JFS has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and will deliver to JVS and CCJE at or prior to the Effective Date certified copies of resolutions of its Board of Directors and members authorizing execution of this Agreement by its officers and its performance under this Agreement.

(c) Due Authorization. Execution of this Agreement and performance by JFS under this Agreement has been duly authorized by all requisite corporate action on the part of JFS in compliance with all applicable Florida Statutes and its Articles of Incorporation and By-Laws, and this Agreement constitutes a valid and binding obligation of JFS and performance under this Agreement will not violate any provision of its Articles of Incorporation or Bylaws.

(d) Financial Statements. (a) Copies of the most recent audited balance sheet (the "Balance Sheet") and (b) the related audited statement of income and expense (the

CCJE RDF JFS R.B.L. JVS Di-2

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"Income Statement") of JFS (collectively, the "Financial Statements") have been delivered to JVS and CCJE. The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods. The Financial Statements fairly present the financial condition of JFS and the results of its operations as of the dates of the Financial Statements and throughout the periods covered by the Financial Statements.

(e) Undisclosed Liabilities. JFS has no liabilities or obligations, liquidated, unliquidated, accrued, absolute, contingent or otherwise connected with or arising out of its business, except (i) as set forth or reflected in the Financial Statements or (ii) liabilities incurred in the ordinary and usual course of business since the date of the most recent Financial Statements, which are properly reflected on the books and records of JFS and which are not inconsistent with the liabilities incurred in the past or with the other representations, warranties and agreements of JFS set forth in this Agreement.

(f) Trademarks, Licenses, Etc. Exhibit 9 incorporated herein by reference but not attached hereto for filing purposes sets forth all of the trademarks, trade names, service marks, patents, and copyrights (the "Intellectual Property") used or intended to be acquired or used by JFS. JFS is the sole and exclusive owner of its Intellectual Property.

(g) Facilities and Equipment. Exhibit 10 incorporated herein by reference but not attached hereto for filing purposes sets forth (a) all real property, buildings, offices, warehouses, storage facilities, fixtures, and improvements (the "Facilities") and (b) all equipment, furniture, vehicles, and other tangible personal property of every kind and description (the "Equipment"), owned or leased by JFS or ordered by it before the date of this Agreement in connection with its business and/or otherwise used by JFS. The Facilities are structurally sound, and none of the Facilities or Equipment has any material defects and all of them are in good operating condition and repair and are adequate for the uses to which they are being put; none of the Facilities or Equipment is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. JFS is not in breach, violation or default of a lease with respect to or as a result of which another party has the right to terminate the lease, and JFS has not received a notice of a claim or assertion that it is or may be in breach, violation or default of a lease.

(h) Title to Assets. Except as set forth in Exhibit 11 incorporated herein by reference but not attached hereto for filing purposes, JFS has, or will have as of the Closing Date, good and marketable title to the Facilities, Equipment and other assets that are owned, or purported to be owned, by it (the "Assets"), free and clear of all mortgages, pledges, liens, encumbrances, security interests, equities, charges, clouds and restrictions of any nature.

(i) Litigation. Except as set forth on Exhibit 12 incorporated herein by reference but not attached hereto for filing purposes, there are no claims, litigation, investigations, inquiries, actions, suits or proceedings, administrative or judicial, pending or, to the knowledge of JFS, threatened against JFS, at law or in equity, before any federal, state, local or foreign court or

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regulatory agency, or other governmental authority, including, without limitation, an unfair labor practice, discrimination or grievance proceeding or claim, that could materially adversely affect (i) the ability of JFS to perform its obligations under this Agreement, (ii) the Assets or the condition, financial or otherwise, of JFS, or operation of the business of JFS, or (iii) the consummation of the transactions contemplated by this Agreement.

(j) Labor Relations; Employee Benefit Plans.

(i) Except as set forth in Exhibit 13 incorporated herein by reference but not attached hereto for filing purposes, there are no labor complaints pending, or to the knowledge of JFS, threatened, between JFS and any of its past or present employees that could have a material adverse effect on the condition, financial or otherwise, operation or prospects of the business of JFS. No employees of JFS are represented by a labor union or other collective bargaining unit, and JFS is not aware of any attempts to become so represented. No key administrative, marketing or technical employee of JFS, whose departure could have a material adverse effect on the business of JFS, has indicated that he or she has a present intention to terminate his or her employment.

(ii) Except as set forth on Exhibit 14 incorporated herein by reference but not attached hereto for filing purposes, there are no employment, option, consulting or other compensation agreements, either written or oral, with any past or present consultant, officer, director or employee of JFS (the "Compensation Agreements").

(iii) Exhibit 15 incorporated herein by reference but not attached hereto for filing purposes sets forth a list of (i) all "employee welfare benefit plans as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which non-pension benefits (including, without limitation, severance pay, sick leave, vacations or vacation pay, salary continuation, bonus, incentive compensation, medical insurance or benefits, life insurance or death benefits, disability insurance, travel or accident insurance or benefits, or unemployment benefits) are provided for current or former employees of JFS, their spouses or their beneficiaries (the "Welfare Plans") and (ii) all "employee pension benefit plans" within the meaning of Section 3(2) of ERISA, and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which pension benefits (including without limitation, pensions, retirement income, deferred compensation, or profit sharing) are provided for current or former employees of JFS, their spouses, or their beneficiaries (the "Pension Plans").

(iv) JFS and each of the Compensation Agreements, Welfare Plans, and Pension Plans (collectively, the "Plans") are in full compliance with the applicable provisions of ERISA, the Code and other applicable laws, orders and governmental rules and regulations. Each of the Plans has been maintained in accordance with its terms and applicable laws. JFS is not a

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member of a group of trades or businesses under common control within the meaning of Section 4001 of ERISA in which any member of the group had, at any time, any obligation to contribute to a Pension Plan subject to Section 412 of the Code or to Title IV of ERISA, including, without limitation, any Multiemployer Plan within the meaning of Section 4001(a)(3) of ERISA.

(v) All unpaid contributions to the Plans and all payments due under the Plans (except those to be made by a trust qualified under Sections 401(a) and 501(a) of the Code) have been properly accrued and reflected on the Financial Statements. All of the Plans that are not qualified under Section 401(a) of the Code have all accrued liabilities properly set forth in the Financial Statements.

(vi) There are no pending or, to the knowledge of JFS, threatened, actions, claims or lawsuits that have been asserted or instituted against a Plan, the assets of a Plan or against a Plan sponsor, Plan administrator or a fiduciary of a Plan with respect to the operation of a Plans or the handling of its assets, nor does JFS have knowledge of any facts that could reasonably form the basis for an action, claim or lawsuit. There are no pending investigations by a governmental agency involving a Plan.

(vii) JFS does not maintain a health or life insurance plan that provides for continuing benefits or coverage for any participant or any spouse, dependent or beneficiary under such Plan after termination of employment, except as may be required under Section 4980B of the Code and regulations thereunder ("COBRA"). JFS is in compliance with the COBRA notice and continuation coverage requirements. [The Surviving Corporation shall maintain a group health care plan in order to retain group health care plan coverage responsibility for all persons for whom a qualifying event, within the meaning of Section 4980B of the Code, takes place on or prior to the Closing Date.]

(k) Taxes. "Tax Return" means any return, declaration, report or information return or statement relating to taxes. "Taxes" means any state, local, or foreign income, gross receipts, payroll, employment, excise, stamp, occupational, withholding, social security, unemployment, real property, personal property, sales, use or other tax of any kind, including any interest, penalty or addition thereto. JFS has filed all Tax Returns that they are required to file. All such Tax Returns were correct and complete in all respects. All Taxes owed by CCJE (whether or not shown on any Tax Return and whether or not any Tax Return was required) have been paid. JFS is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by a taxing authority in a jurisdiction where JFS does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no liens on any of the assets of JFS that arose in connection with any failure (or alleged failure) to pay any Tax, except for liens for Taxes not yet due. JFS has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

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(l) Complete Disclosure. This Agreement and all written certificates or statements of JFS furnished to JVS and CCJE pursuant to the terms of this Agreement, taken as a whole, do not contain an untrue statement of material fact, or omit to state a material fact necessary to make the statement in the circumstance under which it was made not misleading. There is no fact, to the knowledge of JFS, that has a material adverse effect, or will have a material adverse effect, on the financial condition of JFS that has not been set forth in this Agreement, or in the other documents, certificates and statements furnished to JVS and CCJE by or on behalf of JFS in connection with the transactions contemplated by this Agreement.

7. Representations and Warranties of JVS. JVS represents and warrants to CCJE and JFS as follows:

(a) Corporate Status. JVS is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary. JVS is an organization described in Section 501(c)(3) of the Code and has established its tax exempt status with the Internal Revenue Service. To the best of the knowledge of JVS, there is no pending or threatened proceeding or any other circumstances that would materially affect its continuation as a Section 501(c)(3) organization.

(b) Corporate Authority. JVS has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and will deliver to CCJE and JFS at or prior to the Effective Date a certified copy of resolutions of its Board of Directors and members authorizing execution of this Agreement by its officers and its performance under this Agreement.

(c) Due Authorization. Execution of this Agreement and performance by JVS under this Agreement has been duly authorized by all requisite corporate action on the part of JVS in compliance with all applicable Florida Statutes and its Articles of Incorporation and By-Laws, and this Agreement constitutes a valid and binding obligation of JVS and performance under this Agreement will not violate any provision of its Articles of Incorporation or Bylaws.

(d) Financial Statements. (a) Copies of the most recent audited balance sheet (the "Balance Sheets") and (b) the related audited statement of income and expense (the "Income Statements") of JVS (collectively, the "Financial Statements") have been delivered to CCJE and JFS. The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods. The Financial Statements fairly present the financial condition of JVS and the results of its operations as of the dates of the Financial Statements and throughout the periods covered by the Financial Statements. The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods. The Financial Statements fairly present the financial condition of JVS and the results of its operations as of the dates of the Financial Statements and

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throughout the periods covered by the Financial Statements.

(e) Undisclosed Liabilities. JVS has no liabilities or obligations, liquidated, unliquidated, accrued, absolute, contingent or otherwise connected with or arising out of its business, except (i) as set forth or reflected in the Financial Statements or (ii) liabilities incurred in the ordinary and usual course of business since the date of the most recent Financial Statements, which are properly reflected on the books and records of JVS and which are not inconsistent with the liabilities incurred in the past or with the other representations, warranties and agreements of JVS set forth in this Agreement.

(f) Trademarks, Licenses, Etc. Exhibit 16 incorporated herein by reference but not attached hereto for filing purposes sets forth all of the trademarks, trade names, service marks, patents, and copyrights (the "Intellectual Property") used or intended to be acquired or used by JVS. JVS is the sole and exclusive owner of its Intellectual Property.

(g) Facilities and Equipment. Exhibit 17 incorporated herein by reference but not attached hereto for filing purposes sets forth (a) all real property, buildings, offices, warehouses, storage facilities, fixtures, and improvements (the "Facilities") and (b) all equipment, furniture, vehicles, and other tangible personal property of every kind and description (the "Equipment"), owned or leased by JVS or ordered by it before the date of this Agreement in connection with its business and/or otherwise used by JVS. The Facilities are structurally sound, and none of the Facilities or Equipment has any material defects and all of them are in good operating condition and repair and are adequate for the uses to which they are being put; none of the Facilities or Equipment is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. JVS is not in breach, violation or default of a lease with respect to or as a result of which another party has the right to terminate the lease, and JVS has not received a notice of a claim or assertion that it is or may be in breach, violation or default of a lease.

(h) Title to Assets. Except as set forth in Exhibit 18 incorporated herein by reference but not attached hereto for filing purposes, JVS has, or will have as of the Closing Date, good and marketable title to the Facilities, Equipment and other assets that are owned, or purported to be owned, by it (the "Assets"), free and clear of all mortgages, pledges, liens, encumbrances, security interests, equities, charges, clouds and restrictions of any nature.

(i) Litigation. Except as set forth on Exhibit 19 incorporated herein by reference but not attached hereto for filing purposes, there are no claims, litigation, investigations, inquiries, actions, suits or proceedings, administrative or judicial, pending or, to the knowledge of JVS, threatened against JVS, at law or in equity, before any federal, state, local or foreign court or regulatory agency, or other governmental authority, including, without limitation, an unfair labor practice, discrimination or grievance proceeding or claim, that could materially adversely affect (i) the ability of JVS to perform its obligations under this Agreement, (ii) the Assets or the condition,

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financial or otherwise, of JVS, or operation of the business of JVS, or (iii) the consummation of the transactions contemplated by this Agreement.

(j) Labor Relations; Employee Benefit Plans.

(i) Except as set forth in Exhibit 20 incorporated herein by reference but not attached hereto for filing purposes, there are no labor complaints pending, or to the knowledge of JVS threatened, between JVS and any of its past or present employees that could have a material adverse effect on the condition, financial or otherwise, operation or prospects of the business of JVS. No employees of JVS are represented by a labor union or other collective bargaining unit, and JVS is not aware of any attempts to become so represented. No key administrative, marketing or technical employee of JVS, whose departure could have a material adverse effect on the business of JVS, has indicated that he or she has a present intention to terminate his or her employment.

(ii) Except as set forth on Exhibit 21 incorporated herein by reference but not attached hereto for filing purposes, there are no employment, option, consulting or other compensation agreements, either written or oral, with any past or present consultant, officer, director or employee of JVS (the "Compensation Agreements").

(iii) Exhibit 22 incorporated herein by reference but not attached hereto for filing purposes sets forth a list of (i) all "employee welfare benefit plans as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which non-pension benefits (including, without limitation, severance pay, sick leave, vacations or vacation pay, salary continuation, bonus, incentive compensation, medical insurance or benefits, life insurance or death benefits, disability insurance, travel or accident insurance or benefits, or unemployment benefits) are provided for current or former employees of JVS, their spouses or their beneficiaries (the "Welfare Plans") and (ii) all "employee pension benefit plans" within the meaning of Section 3(2) of ERISA, and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which pension benefits (including without limitation, pensions, retirement income, deferred compensation, or profit sharing) are provided for current or former employees of JVS, their spouses, or their beneficiaries (the "Pension Plans").

(iv) JVS and each of the Compensation Agreements, Welfare Plans, and Pension Plans (collectively, the "Plans") are in full compliance with the applicable provisions of ERISA, the Code and other applicable laws, orders and governmental rules and regulations. Each of the Plans has been maintained in accordance with its terms and applicable laws. JVS is not a member of a group of trades or businesses under common control within the meaning of Section 4001 of ERISA in which any member of the group had, at any time, any obligation to contribute to a Pension Plan subject to Section 412 of the Code or to Title IV of ERISA, including, without

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limitation, any Multi employer Plan within the meaning of Section 4001(a)(3) of ERISA.

(v) All unpaid contributions to the Plans and all payments due under the Plans (except those to be made by a trust qualified under Sections 401(a) and 501(a) of the Code) have been properly accrued and reflected on the Financial Statements. All of the Plans that are not qualified under Section 401(a) of the Code have all accrued liabilities properly set forth in the Financial Statements.

(vi) There are no pending or, to the knowledge of JVS, threatened actions, claims or lawsuits that have been asserted or instituted against a Plan, the assets of a Plan or against a Plan sponsor, Plan administrator or a fiduciary of a Plan with respect to the operation of a Plans or the handling of its assets, nor does JVS have knowledge of any facts that could reasonably form the basis for an action, claim or lawsuit. There are no pending investigations by a governmental agency involving a Plan.

(vii) JVS does not maintain a health or life insurance plan that provides for continuing benefits or coverage for any participant or any spouse, dependent or beneficiary under such Plan after termination of employment, except as may be required under Section 4980B of the Code and regulations thereunder ("COBRA"). JVS is in compliance with the COBRA notice and continuation coverage requirements. [The Surviving Corporation shall maintain a group health care plan in order to retain group health care plan coverage responsibility for all persons for whom a qualifying event, within the meaning of Section 4980B of the Code, takes place on or prior to the Closing Date.]

(k) Taxes. "Tax Return" means any return, declaration, report or information return or statement relating to taxes. "Taxes" means any state, local, or foreign income, gross receipts, payroll, employment, excise, stamp, occupational, withholding, social security, unemployment, real property, personal property, sales, use or other tax of any kind, including any interest, penalty or addition thereto. JVS has filed all Tax Returns that it is required to file. All such Tax Returns were correct and complete in all respects. All Taxes owed by JVS (whether or not shown on any Tax Return and whether or not any Tax Return was required) have been paid. JVS is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by a taxing authority in a jurisdiction where JVS does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no liens on any of the assets of JVS that arose in connection with any failure (or alleged failure) to pay any Tax, except for liens for Taxes not yet due. JVS has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

(l) Complete Disclosure. This Agreement and all written certificates or statements of JVS furnished to CCJE and JFS pursuant to the terms of this Agreement, taken as a whole, do not contain an untrue statement of material fact, or omit to state a material fact necessary

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to make the statement in the circumstance under which it was made not misleading. There is no fact, to the knowledge of JVS, that has a material adverse effect, or will have a material adverse effect, on the financial condition of JVS that has not been set forth in this Agreement, or in the other documents, certificates and statements furnished to CCJE and JFS by or on behalf of JVS in connection with the transactions contemplated by this Agreement.

8. Entire Agreement. This Agreement and the documents referred to in this Agreement reflect the entire agreement between the parties and cancel all prior agreements and commitments, verbal or written, between the parties with respect to their subject matter. This Agreement is based upon the approved mission, values and vision of the Surviving Corporation.

9. Binding Effect; Assignment. This Agreement and the various rights and obligations arising under or in connection with this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. None of the parties to this Agreement may assign its respective interests without the express written consent of the other parties.

10. Headings. The headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting its provisions.

11. Expenses of Transaction. The Surviving Corporation shall pay all costs and expenses incurred by it in connection with this Agreement, and the transactions contemplated by this Agreement.

12. Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented to the waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by that party of any condition of this Agreement or any ancillary document or breach by any other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other obligation or representation by such other party, nor shall any forbearance by any party to seek a remedy for any noncompliance or breach by any other party be deemed to be a waiver by such party of its rights and remedies with respect to such noncompliance or breach.

13. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties to this Agreement and their members, any rights, remedies or other benefits under or by reason of this Agreement.

14. Number and Gender. Whenever the context requires, words used in the

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singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

15. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, the parties hereto agree that such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties agree to abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

16. Attorneys' Fees. If a legal proceeding is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs whether or not the action or proceeding proceeds to final judgment, at the trial at appellate levels.

17. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws (exclusive of laws governing conflict of law questions) of the State of Florida.

18. Transition Period. Notwithstanding any provisions of Exhibit 1 to the contrary, it is specifically agreed that from the Effective Date until June 30, 2002, the following shall govern the structure of the Surviving Corporation:

(a) Selection of Chair. The ~~initial~~ Chair shall be selected by those persons who were the Chairs or Presidents on June 30, 2000 of JVS, JFS and CCJE and such person shall serve as Chair until June 30, 2002.

(b) Election of Board Members. The ~~initial~~ Board of Directors of the Surviving Corporation shall consist of those members of the CCJE, JFS and JVS Boards of Directors whose names are listed on Exhibit 23 incorporated herein by reference but not attached hereto for filing purposes, who shall serve until June 30, 2002. For purposes of the election to take place on or before June 30, 2002, to be effective July 1, 2002, ~~initial~~ members shall be listed alphabetically and the first listed member and each third member thereafter (1, 4, 7, etc.) shall be elected for a one (1) year term, the second listed member and each third member thereafter (2, 5, 8, etc.) shall be elected for a two (2) year term, and the third listed member and each third member thereafter (3, 6, 9, etc.) shall be elected for a three (3) year term.

(c) Executive Committee. The ~~initial~~ Executive Committee shall consist of thirteen (13) members whose names are listed on Exhibit 24 incorporated herein by reference but not attached hereto for filing purposes, who shall serve until June 30, 2002. Three (3) of such thirteen (13) members shall be the immediate former Chairs/Presidents of the CCJE, JFS and JVS

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JFS *RB*

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Boards of Directors. Effective July 1, 2002, the Executive Committee shall consist of eleven (11) members comprised as set forth on Exhibit 1.

(d) Election of Officers. The ~~initial~~ officers other than the Chair shall be elected from and by the members of the initial Executive Committee at its first meeting, and shall serve until June 30, 2002.

(e) Nominating Committee. For purposes of the election of officers of the Board to serve commencing July 1, 2002, the chair of the Nominating Committee shall be one (1) individual selected by the Chair of the Surviving Corporation from among the three (3) immediate former Chairs/Presidents of the CCJE, JFS and JVS Boards of Directors. The remaining members of the ~~initial~~ Nominating Committee shall be selected from among the members of the initial Executive Committee.

(f) Prior Board Memberships. For all purposes, and with specific reference to eligibility for election as an officer of the Board, time spent on the Board of Directors of CCJE, JFS or JVS shall be considered as time spent on the Board of the Surviving Corporation.

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

COMMUNITY COUNCIL FOR JEWISH ELDERLY,
INC.

By: Robert J. Friedman
Robert J. Friedman
Its: President

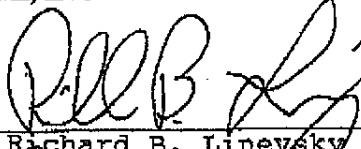
Date: October 19, 2000

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JEWISH FAMILY SERVICE OF GREATER
MIAMI, INC.

By: 
Richard B. Linevsky
Its: PRESIDENT

Date: October 19, 2000

JEWISH COMMUNITY SERVICES OF SOUTH
FLORIDA, INC. f/k/a
JEWISH VOCATIONAL SERVICE, INC.

By: 
Richard Slavin
Its: CHAIRMAN

Date: October 19, 2000

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