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MERGER OR SHARE EXCHANGE

Gulfstream Goodwill Industries, Inc.

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No. 3280 P. 2/8
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**STATE OF FLORIDA
ARTICLES OF MERGER**

between

Gulfstream Goodwill Industries Foundation, Inc.
(a Florida not-for-profit corporation)

and

Gulfstream Goodwill Industries, Inc.
(a Florida not-for-profit corporation)

THESE ARTICLES OF MERGER (the "Articles") are made and entered into on this 10 day of December, 2014 by and between Gulfstream Goodwill Industries, Inc., a Florida not-for-profit corporation (the "Surviving Corporation") and Gulfstream Goodwill Industries Foundation, Inc., a Florida not-for-profit corporation (the "Merger Corporation"), in accordance with Sections 617.1101, 617.1103, 617.1105, and 617.1106, Florida Statutes:

FIRST: The exact name and street address of the principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Gulfstream Goodwill Industries, Inc. 1715 Tiffany Drive East West Palm Beach, Florida 33407-0224 Florida Document/Registration Number: 711046	Florida	Not-For-Profit Corporation FEI: 59-1197040
Gulfstream Goodwill Industries Foundation, Inc. 1715 Tiffany Drive East West Palm Beach, Florida 33407-0224 Florida Document/Registration Number: N03000007608	Florida	Not-For-Profit Corporation FEI: 11-3704566

SECOND: The surviving entity shall be Gulfstream Goodwill Industries, Inc., a Florida Not-For-Profit Corporation, and the exact name and street address of its principal office are as follows:

Gulfstream Goodwill Industries, Inc.
1715 Tiffany Drive East
West Palm Beach, Florida 33407-0224

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THIRD: The sole member of the Merger Corporation is the Surviving Corporation. Thus, the sole member of the Merger Corporation shall not become a member of the Surviving Corporation. The present members of the Surviving Corporation shall remain the members of the Surviving Corporation after the effective date of the Merger.

FOURTH: The attached Agreement and Plan of Merger meets the requirements of Sections 617.1101 and 617.1103, Florida Statutes, and was approved by the Merger Corporation that is a party to the merger in accordance with Chapter 617, Florida Statutes. The Members of the Merger Corporation are not entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the Board of Directors of the Merger Corporation on the 10 day of Dec, 2014. The number of directors then in office was 9 directors and 7 directors voted to approve the Plan of Merger.

FIFTH: The attached Agreement and Plan of Merger was approved by the Surviving Corporation that is a party to the merger in accordance with Chapter 617, Florida Statutes. The members of the Surviving Corporation are not entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the Board of Directors of the Surviving Corporation on the 10 day of Dec, 2014. The number of directors then in office was 23 directors and 17 directors voted to approve the Plan of Merger.

SIXTH: The merger is permitted under the laws of the State of Florida and is not prohibited by the Articles of Incorporation of the Merger Corporation.

SEVENTH: The effective date of the Merger shall be the date of the proper filing of these Articles in accordance with the Florida Not For Profit Corporation Act.

EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

[Signatures appear on the next page.]


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IN WITNESS WHEREOF, the Surviving Corporation and the Merger Corporation, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors, have caused these Articles of Merger to be executed by the President of each party hereto, as of the date first set forth above.


GULFSTREAM GOODWILL INDUSTRIES, INC.,
a Florida not-for-profit corporation

By:


David Freeman, Chairman

GULFSTREAM GOODWILL INDUSTRIES
FOUNDATION, INC.,
a Florida not-for-profit corporation

By:


Anthony Jordan, Chairman

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**AGREEMENT AND PLAN OF MERGER
OF
GULFSTREAM GOODWILL INDUSTRIES FOUNDATION, INC.
(a Florida not-for-profit corporation)**

AND

**GULFSTREAM GOODWILL INDUSTRIES, INC.
(a Florida not-for-profit corporation)**

AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of the 10 day of December 2014, between GULFSTREAM GOODWILL INDUSTRIES FOUNDATION, INC., a Florida not-for-profit corporation ("Foundation"), and GULFSTREAM GOODWILL INDUSTRIES, INC., a Florida not-for-profit corporation ("Gulfstream," collectively, the "Companies").

WHEREAS Foundation is a not-for-profit corporation organized under the laws of the State of Florida with its principal place of business located at 1715 Tiffany Drive East, West Palm Beach, Florida 33407-0224; and

WHEREAS Gulfstream is a not-for-profit corporation organized under the laws of the State of Florida with its principal place of business located at 1715 Tiffany Drive East, West Palm Beach, Florida 33407-0224; and

WHEREAS the Companies desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida which laws permit such a merger; and

WHEREAS the Board of Directors of Foundation and the Board of Directors of Gulfstream have determined that it is in the best interest of each of the Companies to merge and such directors have duly approved and authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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I. THE MERGER: EFFECTIVE TIME

Section 1.1 The Merger. Subject to the terms and conditions contained in this Agreement, at the Effective Time (as defined in Section 1.2) Foundation shall be merged with and into Gulfstream and the separate existence of Foundation shall thereupon cease (the "Merger"). Gulfstream shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Florida, and the separate corporate existence of Gulfstream with all its rights, privileges, powers, immunities, purposes and franchises shall continue unaffected by the Merger.

Section 1.2 Effective Time. The Merger shall become effective at the time (the "Effective Time") of the filing of the Articles of Merger in accordance with the Florida Not For Profit Corporation Act.

II. ARTICLES OF INCORPORATION AND BY-LAWS OF THE SURVIVING CORPORATION

Section 2.1 Certificate of Incorporation. The Articles of Incorporation of Gulfstream, as amended at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, until duly amended in accordance with its terms and the Florida Not For Profit Corporation Act. The name of the surviving corporation shall remain "Gulfstream Goodwill Industries, Inc."

Section 2.2 Bylaws. The Bylaws of Gulfstream in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with their terms and the Florida Not For Profit Corporation Act.

III. DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

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The directors and officers of Gulfstream immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, from and after the Effective Time, until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal, all in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

IV. TERMINATION AND AMENDMENT

Section 4.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Agreement by the mutual consent of the Companies by action of their respective Board of Directors.

Section 4.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article IV, no party hereto (or any of its directors, officers or members) shall have any liability or further obligation to any other party to this Agreement, except that nothing herein will relieve any party from liability for any breach of this Agreement.

Section 4.3 Amendment. The Board of Directors of each Company may amend this Agreement at any time prior to the filing of the Articles of Merger with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the Board of Directors of either of the Companies shall not, without further approval by the Board of Directors, (i) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (ii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect either of the Companies. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

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Section 5.1 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 5.3 Entire Agreement etc. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 5.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

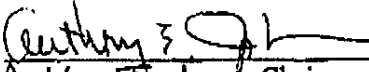
GULFSTREAM GOODWILL INDUSTRIES, INC.
a Florida not-for-profit corporation

By:


David Peterson, Chairman

GULFSTREAM GOODWILL INDUSTRIES
FOUNDATION, INC.
a Florida not-for-profit corporation

By:


Anthony J. Jordan, Chairman

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