



LAW OFFICES

BOONE, BOONE, BOONE & HINES, P. A.

P. O. BOX 1596

VENICE, FLORIDA 34284

ESTABLISHED 195

June 19, 1997

715586

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E. G. (DAN) BOONE
JEFFERY A. BOONE
STEPHEN K. BOONE
CHARLES D. HINES
JOHN S. KODA

Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

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-06/23/97--01132--012
*****70.00 *****70.00

RE: Merger - Big Brothers Big Sisters of Sarasota, Inc.
- Big Brothers Big Sisters of the Sun Coast, Inc.

Ladies and Gentlemen:

Enclosed are the following items regarding the merger of the two corporations referenced above.

1. Check in the amount of \$70.00 (\$35.00 each corporation) to cover the filing fee;
2. Articles of Merger of Big Brothers Big Sisters of Sarasota, Inc., with Plan of Merger attached;
3. Articles of Merger for Big Brothers Big Sisters of the Sun Coast, Inc.; with Plan of Merger attached;

Kindly forward confirmation of filing at your earliest convenience. If you require further information, or have any questions, please call me.

Very truly yours,

John S. Koda

JSK/jed
enclosures

cc: Joy Mahler, Executive Director
Big Brothers Big Sisters of the Sun Coast, Inc.

K24-4945\1taa.1

Handwritten notes and stamps:
11/16/97
1715586
12/18/97
1715586

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

BIG BROTHERS/BIG SISTERS OF SARASOTA, INC., a Florida corporation,
document 724715

INTO

BIG BROTHERS/BIG SISTERS OF THE SUN COAST, INC., a Florida
corporation, 715586.

File date: June 23, 1997

Corporate Specialist: Carol Mustain

ARTICLES OF MERGER

Pursuant to Section 617.1105, Florida Statutes, Big Brothers Big Sisters of the Sun Coast, Inc. hereby sets forth its Articles of Merger as follows:

1. The Plan of Merger between Big Bothers Big Sisters of the Sun Coast, Inc., and Big Brothers Big Sisters of Sarasota, Inc., attached hereto as Exhibit "A", is hereby incorporated by reference.

2. Big Brothers Big Sisters of the Sun Coast, Inc. has no members entitled to vote on a Plan of Merger and is governed by its Board of Directors.

3. The Plan of Merger was adopted by the Board of Directors on February 27, 1997. On that date, 22 directors were in office, 15 directors attended the meeting upon which the vote was taken, and the vote for the plan was unanimous.

4. The merger is effective as of 11:59 p.m., March 31.

BIG BROTHERS BIG SISTERS
OF THE SUN COAST, INC.



John Koda, President



Sandi Walker, Secretary

ARTICLES OF MERGER

Pursuant to Section 617.1105, Florida Statutes, Big Brothers Big Sisters of Sarasota, Inc. hereby sets forth its Articles of Merger as follows:

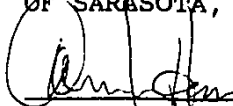
1. The Plan of Merger between Big Bothers Big Sisters of the Sun Coast, Inc., and Big Brothers Big Sisters of Sarasota, Inc., attached hereto as Exhibit "A", is hereby incorporated by reference.

2. Big Brothers Big Sisters of Sarasota, Inc. has no members entitled to vote on a Plan of Merger and is governed by its Board of Directors.

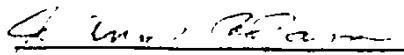
3. The Plan of Merger was adopted by the Board of Directors on March 11, 1997. On that date, 16 directors were in office, 16 directors attended the meeting upon which the vote was taken, and the vote for the plan was unanimous.

4. The merger is effective as of 11:59 p.m., March 31, 1997.

BIG BROTHERS BIG SISTERS
OF SARASOTA, INC.



David Hess, President



JoAnn Adam, Secretary

PLAN OF MERGER BETWEEN
BIG BROTHERS/BIG SISTERS OF THE SUN COAST, INC.
AND
BIG BROTHERS/BIG SISTERS OF SARASOTA, INC.

This Plan of Merger is entered into by and between Big Brothers/Big Sisters of the Sun Coast, Inc., a Florida nonprofit corporation ("SUN COAST"), and Big Brothers/Big Sisters of Sarasota, Inc., a Florida nonprofit corporation ("SARASOTA").

R E C I T A L S

This plan is made with reference to the following facts and circumstances:

A. SUN COAST and SARASOTA are each nonprofit corporations, duly organized, existing and in good standing under the laws of the State of Florida.

B. SUN COAST and SARASOTA have determined that their respective interests will be best served by merging together.

C. SUN COAST and SARASOTA have determined that merging will enhance the scope and maintain the quality of services which can be made available to children served in the geographical areas of both entities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. MERGER

1.01 Surviving Corporation and Disappearing Corporation. SARASOTA shall be merged into SUN COAST in accordance with the provisions of Chapter 617, Florida Statutes. SUN COAST shall be the surviving corporation and SARASOTA shall be the disappearing corporation in the merger described in this Agreement.

1.02 Effective Date. The merger shall become effective (the "Effective Date") upon the happening of all of the following:

a. The principal terms of this Agreement shall have been duly approved by the Boards of Directors of SUN COAST

and SARASOTA, in accordance with their respective Articles of Incorporation and Bylaws.

b. Execution of Articles of Merger by SUN COAST and SARASOTA as provided in Section 617.1105, Florida Statutes.

c. Delivery of each party's Articles of Merger to the Department of State as provided in Section 617.1105, Florida Statutes.

1.03 Conditions Precedent. Prior to the delivery of the Articles of Merger to the Department of State as provided in the preceding section, each party shall satisfy all obligations of the parties to consummate the merger as specified in this Agreement, or provide written waiver of this condition to the other party. It is specifically understood that neither party is under a duty to consummate the merger until it is completely satisfied that all obligations of the other party under this agreement have been met.

1.04 Bylaws. The Bylaws of SUN COAST as they exist upon the Effective Date of the Merger, shall be the Bylaws of the surviving corporation.

1.05 Name. The Name of the surviving corporation shall remain that of SUN COAST.

1.06 Delivery of Possession. Upon the Effective Date, SARASOTA, through its officers and employees, shall deliver to SUN COAST, as the surviving corporation, possession of all of its properties, assets, and monies.

1.07 Termination. In the event that the terms and conditions of this Agreement cannot be satisfactorily met, in the discretion of any party, any party may, upon notice to the other party, terminate this Agreement without liability to the other.

II. OBLIGATIONS OF PARTIES PRIOR TO EFFECTIVE DATE

2.01 Obtain Approval of Merger. As of the Effective Date, SUN COAST and SARASOTA shall each take all steps necessary to have their Boards of Directors duly approve the terms and

conditions of this merger, in accordance with their respective Articles and Bylaws, and the laws of the State of Florida.

2.02 Conduct Affairs in Ordinary Course. SUN COAST and SARASOTA each shall conduct their business and affairs reasonably and in the ordinary course up until the Effective Date and neither shall take any action or suffer any act or omission which would be likely to materially and adversely affect the functions of the surviving corporation, after the Effective Date.

III. OBLIGATIONS OF SUN COAST PRIOR TO EFFECTIVE DATE

3.01 Election of Directors. On or prior to the Effective Date and as a condition precedent to the obligations of the parties to consummate the merger, SUN COAST shall cause to be elected to its Board of Directors the following persons:

JoAnn Adam
Dorothy Barichak
Russell Bobbitt
Mike Carr
Donna Connors
Bob France
Troy Funk
Greg Jorgensen
David Hess

Peter Howard
Dante Kennedy
Glenn Kroecker
Neil McCurry
Joe Muhlike
Jon Rubinstein
Gary Smith
Mark Stingley

3.02 Election of Executive Board. On or prior to the Effective Date and as a condition precedent to the obligations of the parties to consummate the merger, SUN COAST shall cause to be elected to its Executive Committee at least two members of the Executive Committee of SARASOTA.

3.03. Membership of Board of Directors. On or prior to the Effective Date and as a condition precedent to the obligations of the parties to consummate the merger, SUN COAST shall cause its Articles of Incorporation (or Bylaws) to be amended to provide that at all times, at least fifty-one percent (51%) of the membership of the Board of Directors and Executive

Board must reside within the service area of SUN COAST as it exists prior to the merger. Further, the subject of this amendment shall be placed upon the agenda of the regular meeting of the Board of Directors in December, 1997, to determine whether the amendment language remains necessary in any form.

IV. OBLIGATIONS OF SARASOTA PRIOR TO EFFECTIVE DATE

4.01. Furnish Data. Prior to the Effective Date, upon request, SARASOTA shall provide to SUN COAST the following information or, in lieu thereof, shall provide reasonable access to its records to determine such information:

- a) Most recently audited financial statements (if any), bank records, and, such other financial statements and records as will show financial condition during the time immediately preceding the merger.
- b) Documents describing all equipment and all real and personal property, tangible or intangible, owned, leased or used.
- c) Documents setting forth all current and long term debts, obligations, loans, tax liabilities, encumbrances, charges, deeds of trust, mortgages, or other forms of liability or indebtedness, whether accrued, absolute, contingent or otherwise.
- d) Insurance policies.
- e) Articles of Incorporation and Bylaws, board minutes and other corporate records, and such evidence as is available that SARASOTA has been found to be or has applied to be exempt from taxation under Federal and State law.
- f) All contracts and agreements to which SARASOTA is subject, including grant contracts, and as to each, whether any default has occurred under it
- g) Documents relating to any and all judgments, writs, orders, injunctions, decrees, or awards to which SARASOTA is subject, and any and all actions, suits, controversies, proceedings, adverse claims, and investigations, of any kind

whatsoever, that are pending or threatened, and any and all facts of which SARASOTA may be aware which it thinks may give rise to an adverse claim, lawsuit or legal action against it.

h) Employee files and related documents.

4.02 Outstanding debts.

Prior to the effective date, SARASOTA shall pay in full all of its outstanding debts and liabilities (with the exception of the mortgage upon its real property), and reconcile all of its contingent liabilities, to the satisfaction of SUN COAST.

4.03 Beneficiary Status.

AS of the effective date, SARASOTA shall take undertake its best efforts to cause SUN COAST to be substituted for SARASOTA as beneficiary of all charitable and philanthropic trusts, foundations, and other funding sources, specifically including Big Brothers/Big Sisters of Sarasota County Foundation, Inc.

V. REPRESENTATIONS AND WARRANTIES OF
SUN COAST AND SARASOTA

SUN COAST and SARASOTA each represents and warrants to the other with respect to itself as set forth in this Article IV:

5.01 Financial Condition.

a. Any financial statements furnished pursuant to this Agreement will and do present fully and fairly the financial position of SUN COAST and SARASOTA and are true and correct.

b. Neither SUN COAST nor SARASOTA has any materially significant assets, debts, claims, obligations or liabilities, absolute or contingent, known to its directors or officers, which are not stated and reflected in the documents furnished or made available pursuant to this Agreement.

c. The books and records of SUN COAST and SARASOTA are correct and accurate and fairly present and reflect all transactions by the respective corporations and conduct of their business and affairs.

5.02 Insurance Policies. SARASOTA and SUN COAST have in full force and effect any policies of insurance furnished or made available under this agreement.

5.03 Compliance with Agreements. SARASOTA and SUN COAST are in material compliance with all material leases, agreements and contracts to which each is a party.

5.04 Authorization; Effect of Agreement. SUN COAST and SARASOTA each has the corporate power and authority requisite to enter this Agreement. This Agreement, when executed, shall constitute a valid, binding, and legally enforceable obligation. The performance of this Agreement will not result in any breach of any of the terms, provisions, or conditions of the Articles or Bylaws of each respective corporation, nor constitute a breach of, or default under, any contract to which each respective corporation may be a party.

5.05 No Violation of Laws. SUN COAST and SARASOTA, to the best of their knowledge, have complied in all material respects with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances as are applicable to its properties or affairs, including all laws and regulations applicable to the preservation of the tax-exempt status of SUN COAST and SARASOTA and to the obtaining of tax exempt status for SUN COAST/SARASOTA.

5.06 Best Knowledge; Liability Limited. Each representation and warranty made and contained in this Article shall be made to the best knowledge of the directors and officers of SUN COAST and SARASOTA. No director or officer of SUN COAST or SARASOTA shall incur any personal liability for any material misstatement or omission of fact made by him or her in or in connection with this Agreement, provided that such person acted in good faith and had no reasonable basis for believing an omission to be misleading and material.

VI. GENERAL PROVISIONS

6.01 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if served personally on the party to whom notice is to be given on a business day during business hours of 9:00 a.m. to 5:00 p.m., or on the fifth (5th) day after mailing if mailed to the party to whom notice is to be given to the following address:

To SUN COAST: Address: Big Brothers/Big Sisters
of the SUN COAST, Inc.
101 W. Venice Avenue, Suite #34
Venice, Florida 34285

To SARASOTA: Address: Big Brothers/Big Sisters
of Sarasota, Inc.
2831 Ringling Boulevard
Sarasota, Florida 34237

6.02 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Neither SUN COAST nor SARASOTA may assign or transfer any rights under this Agreement.

6.03 Good Faith. Each of the parties agrees that it shall act in good faith to cause all the conditions precedent to its respective obligations to be satisfied and to consummate the transactions contemplated by this Agreement.

6.04 Confidentiality. Both parties will, until the Effective Date and thereafter if the transaction is not consummated, hold in strict confidence all information obtained from the other pursuant to this Agreement other than information required to be divulged to effectuate the purposes of this Agreement, information in the public domain, information subsequently coming into the public domain other than by the other party, or information disclosed by a third party.

6.05 Severability. Should any provision of this Agreement be determined to be invalid, it shall be severed from this Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

6.06 Facsimile Execution. This agreement may be executed via facsimile by any party and shall be considered binding if the signatures of an authorized party are transmitted to the other at the facsimile telephone number of the receiving agency or any of its officers.

WITNESS THE DUE EXECUTION OF THIS AGREEMENT by the parties hereto as of the dates set forth below.

BIG BROTHERS/BIG SISTERS OF THE SUN COAST, INC.

BY [Signature] Date 2/28/97
John Koda, President
BY [Signature] Date 2/18/97
Sandi Walker, Secretary

BIG BROTHERS/BIG SISTERS OF SARASOTA, INC.

By [Signature] Date 2/28/97
David Hess, President
By [Signature] Date 2-28-97
JoAnn Adam, Secretary

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