

715586

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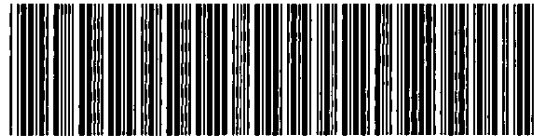
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

10/02/06--01052--003 **78.75

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Big Brothers Big Sisters of the Sun Coast, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Joy F. Mahler, President/CEO
(Contact Person)

Big Brothers Big Sisters of the Sun Coast, Inc.
(Firm/Company)

101 W. Venice Ave. #34
(Address)

Venice, FL 34285
(City/State and Zip Code)

For further information concerning this matter, please call:

Wanda Robinson, Administrative Assistant At (941) 488-4009
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



Little

Moments...

BIG

Magic!



Big Brothers Big Sisters of the Sun Coast, Inc.

Venice	(941) 488.4009
Sarasota	(941) 331.4376
Manatee Co.	(941) 746.7000
Englewood	(941) 473.4003
North Port	(941) 423.9357
DeSoto Co.	(863) 494-3434
Florida Ridge	(863) 402-9001

e-mail: info@bbssun.org
website: www.BBBSSUN.org

July 17, 2007

Thelma Lewis
Document Specialist Supervisor
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Dear Ms. Lewis,

Enclosed you will find the documents sent back to us stating we owed the amount of \$35.00 and should correct our document name from Big Brothers Big Sisters of the Sun Coast, Inc. to Big Brothers/Big Sisters of the Sun Coast, Inc.

As requested from our phone conversation I am returning the merger documents for your review. In the conversation you indicated we didn't need to send anymore money. I have also enclosed a copy of the original rejection letter sent by you. Please let me know as soon as possible if this merger will be filled.

Thank you for you help and patience in this process. If I need to do anything else to process these documents please explain in a letter or feel free to contact me at 941.488.4009.

Sincerely,

Wanda Robinson
Administrative Assistant



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 4, 2006

JOY MAHLER, CEO
BIG BROTHERS/BIG SISTERS
101 W. VENICE AVENUE, #34
VENICE, FL 34285

SUBJECT: BIG BROTHERS/BIG SISTERS OF THE SUN COAST, INC., and
FLORIDA RIDGE BIG BROTHERS/BIG SISTERS, INC.
Ref. Number: 715586

We have received your document for BIG BROTHERS/BIG SISTERS OF THE SUN COAST, INC., and FLORIDA RIDGE BIG BROTHERS/BIG SISTERS, INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The current name of the entity is as referenced above. Please correct your document accordingly.

The merger must contain the appropriate approval: If the members have voting rights, as to each corporation:

- (1) the date of the meeting of members at which the plan of merger was adopted
- (2) a statement that the number of votes cast for the merger was sufficient for approval, and
- (3) the vote on the plan - or a statement that such plan was adopted by written consent and executed in accordance with section 617.0701, Florida Statutes.

When there are no members entitled to vote, as to each corporation:

- (1) a statement that there are no members or members entitled to vote,
- (2) the date of adoption of the plan by the board of directors, and
- (3) the number of directors then in office and the vote for the plan.

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) 245-6905.

Thelma Lewis
Document Specialist Supervisor

Letter Number: 806A00058886

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Big Brothers Big Sisters of the Sun Coast, Inc.</u>	<u>Florida</u>	<u>715586</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Florida Ridge Big Brothers Big Sisters, Inc.</u>	<u>Florida</u>	<u>N36108</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Third: The Plan of Merger is attached.

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

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

Big Brothers Big Sisters of the Sun Coast, Inc. Joy F. Mahler Joy F. Mahler, President/CEO

Florida Ridge Big Brothers Big Sisters, Inc. W. Wayne McFarland Wayne McFarland, Chairman

**ARTICLES OF MERGER
OF**

**FLORIDA RIDGE BIG BROTHERS BIG SISTERS, INC.,
A FLORIDA CORPORATION
INTO
BIG BROTHERS BIG SISTERS OF THE SUN COAST, INC.,
A FLORIDA CORPORATION**

Pursuant to the provisions of the Florida Statutes, FLORIDA RIDGE BIG BROTHERS BIG SISTERS, INC., A FLORIDA CORPORATION ("Disappearing Entity"), and BIG BROTHERS BIG SISTERS OF THE SUN COAST, INC., ("Surviving Entity") (the Surviving Entity and Disappearing Entity are hereinafter referred to as the "Constituent Entities") adopt the following Articles of Merger:

1. Name, Principal Office, Jurisdiction, and Type of Entity. The exact name, street address of its principal office, jurisdiction, and entity type for each merging entity are as follows:

a. Disappearing Entity.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/ Registration Number</i>	<i>EIN Number</i>
Florida Ridge Big Brothers Big Sisters, Inc. 279 US 27 North Sebring FL 33870	Florida	Corporation	M36108	65-0330147

b. Surviving Entity.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/ Registration Number</i>	<i>EIN Number</i>
Big Brothers Big Sisters of the Sun Coast, Inc. 101 W. Venice Avenue, Suite # 34 Venice, FL 34285	Florida	Corporation	715586	59-1361826

2. Name, Principal Office, Jurisdiction, and Type of Entity of Surviving Entity. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Entity are as follows:

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/Registration Number</i>	<i>EIN Number</i>
Big Brothers Big Sisters of the Sun Coast, Inc. 101 W. Venice Avenue, Suite # 34 Venice, FL 34285	Florida	Corporation	715586	59-1361826

3. Plan of Merger Requirements. The Plan of Merger, annexed hereto as Exhibit 3 and made a part hereof ("Plan of Merger"), meets the requirements of the applicable provisions of the Florida Statutes and was approved by each domestic corporation that is a party to the Merger in accordance with Chapter 617, F.S.

4. Laws of All Applicable Jurisdictions. The Merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the Bylaws or Articles of Incorporation of any corporation that is a party to the Merger.

5. Method of Accomplishing the Merger. Pursuant to the Plan of Merger, the Surviving Entity shall possess, all and singular, the rights, privileges, immunities, powers and franchises of a public, as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Constituent Entities, and all property, real and personal, of each of the Constituent Entities and all debts due either of the Constituent Entities on whatever account, as well as for all other things in action or belonging to each of the Constituent Entities, shall be vested in the Surviving Entity; and, all property, rights, privileges, powers and franchises, and all and every other interest shall be, thereafter, as effectually the property of the Surviving Entity as they were of the several and respective Constituent Entities, and the title to any real estate vested by deed or otherwise in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity.

6. Compliance. The Articles of Merger comply and were executed in accordance with the laws of each Constituent Entity's applicable jurisdiction. The Disappearing Entity is merged into the Surviving Entity pursuant to the applicable provisions of the Florida Statutes.

7. Effective Date/Time. The Merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger as of August 1, 2006.

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

By: 

N. Richard Puckett, Jr., Chair

By: 

Stephen Mixson, Secretary

FLORIDA RIDGE BIG BROTHERS BIG SISTERS, INC.

By: 

Wayne McFarland, Chair

By: 

Tom Griffen
Secretary

**PLAN OF MERGER BETWEEN
BIG BROTHERS BIG SISTERS OF THE SUN COAST, INC.
AND
FLORIDA RIDGE BIG BROTHERS BIG SISTERS, INC.**

This Plan of Merger ("Plan") is entered into as of August 1, 2006, by and between Big Brothers Big Sisters of the Sun Coast, Inc., a Florida nonprofit corporation ("SUN COAST" or the "Surviving Entity"), and Florida Ridge Big Brothers Big Sisters of Florida Ridge, Inc., a Florida nonprofit corporation ("FLORIDA RIDGE" or the "Disappearing Entity")(the Surviving Entity and the Disappearing Entity are collectively referred to as the "Constituent Entities"). The following Plan of Merger, which was adopted and approved by each party to the Merger in accordance with the applicable provisions of the Florida Statutes, is being submitted in accordance with the applicable provisions of the Florida Statutes.

RECITALS

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

- A. SUN COAST and FLORIDA RIDGE are each nonprofit corporations, duly organized, existing and in good standing under the laws of the State of Florida.
- B. SUN COAST and FLORIDA RIDGE have determined that their respective interests will be best served by merging together.
- C. SUN COAST and FLORDIA RIDGE 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 the Constituent Entities.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Constituent Entities hereby agree, pursuant to the applicable laws of the State of Florida that the Disappearing Entity shall be, and it hereby is, as of the Effective Date of the Merger, merged into the Surviving Entity; and, that the terms and conditions of the Merger and the mode of carrying the same into effect are, and shall be as follows:

I. MERGER

1.01 Surviving Entity and Disappearing Entity. FLORIDA RIDGE shall be merged into SUN COAST in accordance with the provisions of Chapter 617, Florida Statutes. SUN COAST shall be the Surviving Entity and FLORIDA RIDGE shall be the Disappearing Entity in the merger described in this Agreement.

1.02 Merger; Effectiveness. The name of the Surviving Entity shall be Big Brothers Big Sisters of the Sun Coast, Inc. and shall be governed by the laws of the State of Florida. The purposes, powers and objects, identity, existence, privileges, franchises

and immunities of the Surviving Entity are as described in the Surviving Entity's Articles of Incorporation, from and after the Effective Date of the Merger; and, the identity, existence, property, assets, rights, privileges, powers, franchises and immunities of the Disappearing Entity shall be merged with and into the Surviving Entity and the Surviving Entity shall be fully vested therewith. As of the Effective Date of the Merger, the separate existence of the corporate organization of the Disappearing Entity, except insofar as it may be continued by statute, shall cease, pursuant to the laws of the State of Florida.

1.03 Effective Date. The merger shall become effective August 1, 2006 upon the happening of the following: the principal terms of this Agreement shall have been duly approved by the Boards of Directors of SUN COAST and FLORIDA RIDGE, in accordance with their respective Articles of Incorporation and Bylaws.

- a. Execution of Articles of Merger by SUN COAST and FLORIDA RIDGE as provided in Section 617.1105, Florida Statutes.
- b. Delivery of each party's Articles of Merger to the Department of State as provided in Section 617. 1105, Florida Statutes.

1.04 Conditions Precedent. Prior to the delivery of the Articles of Merger to the Department of State, each of the Constituent Entities shall satisfy and have satisfied all obligations of the parties to consummate the merger as specified in this Agreement. 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.

1.05 Bylaws. The Bylaws of SUN COAST as they exist upon the Effective Date of the Merger, shall be the Bylaws of the Surviving Entity.

1.06 Effect of Merger.

a. On the Effective Date of the Merger, the Surviving Entity shall possess, all and singular, the rights, privileges, immunities, powers and franchises of a public, as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Constituent Entities, and all property, real and personal, of each of the Constituent Entities and all debts due either of the Constituent Entities on whatever account, as well as for all other things in action or belonging to each of the Constituent Entities, shall be vested in the Surviving Entity; and, all property, rights, privileges, powers and franchises, and all and every other interest shall be, thereafter, as effectually the property of the Surviving Entity as they were of the several and respective Constituent Entities, and the title to any real estate vested by deed or otherwise in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had

been incurred or contracted by the Surviving Entity. The Surviving Entity may record a certified copy of the Articles of Merger in any county in which a Constituent Entity holds an interest in real property.

b. If, at any time after the Effective Date of the Merger, the Surviving Entity shall consider it to be advisable that any further conveyances, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm or record in the Surviving Entity the title to any property, rights, privileges, powers and franchises of the Disappearing Entity or otherwise carry out the provisions of this Agreement, the President of the respective Disappearing Entity last in office shall execute and deliver, upon the Surviving Entity's request, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things necessary or proper to vest, perfect or confirm title to such property, rights, privileges, powers and franchises in the Surviving Entity, and otherwise to carry out the provisions of this Agreement.

1.07 Termination. Notwithstanding the provisions hereof, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger, in the event that the terms and conditions of this Agreement cannot be satisfactorily met, in the discretion of any Constituent Entity, any Constituent Entity may, upon notice to the other party, terminate this Agreement without liability to the other. In the event of termination of this Agreement and abandonment of the Merger as aforesaid, pursuant to this Section, written notice thereof forthwith shall be given by such Constituent Entity to the other and thereupon this Agreement and the Merger shall become void and of no effect, without any liability on the part of any of the Constituent Entities or their respective officers and directors.

II. OBLIGATIONS OF PARTIES PRIOR TO EFFECTIVE DATE

2.01 Obtain Approval of Merger. As of the Effective Date, SUN COAST and FLORIDA RIDGE shall 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 FLORIDA RIDGE each shall conduct their business and affairs reasonably and in the ordinary course until the Effective Date and neither shall take any action or suffer any act or omission which would materially and adversely affect the functions of the Surviving Entity, after the Effective Date.

III. OBLIGATIONS TO 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 Corporate Board of Directors the following person:

Wayne McFarland

IV. OBLIGATIONS OF FLORIDA RIDGE PRIOR TO EFFECTIVE DATE

4.01 Furnish Data. Prior to the Effective Date, upon request, FLORIDA RIDGE shall provide to SUN COAST the following information regarding the Disappearing Entity 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 the financial condition of the Disappearing Entity 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, including but not limited to liability coverages;

e. Articles of Incorporation and Bylaws, board minutes and other corporate records, and evidence that confirms that FLORIDA RIDGE is an exempt organization from taxation under Federal and State law;

f. All contracts and agreements to which FLORIDA RIDGE is subject, including grant contracts, and as to each, whether any default has occurred under it and is continuing;

g. Documents relating to any and all judgments, writs, orders, injunctions, decrees, or awards to which FLORIDA RIDGE 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 or basis which may give rise to an adverse claim, lawsuit or legal action against either Constituent Entity; and

h. Employee files.

V. REPRESENTATIONS AND WARRANTIES OF FLORIDA RIDGE

Disappearing Entity represents and warrants to the Surviving Entity and its officers and directors, with full knowledge that Surviving Entity and its officers and directors will be relying on such representations and warranties in consummating this Agreement:

5.01 Financial Condition.

a. Any financial statements furnished pursuant to this Agreement will and do present fully and fairly the financial position of FLORIDA RIDGE and are true, correct and complete in all material respects.

b. FLORIDA RIDGE has no 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 FLORIDA RIDGE are true, correct, complete and accurate and fairly present and reflect all transactions by the Disappearing Entity and conduct of its business and affairs.

5.02 Insurance Policies. FLORIDA RIDGE has in full force and effect all policies of insurance furnished or made available under this Agreement and as required by all duly constituted governing boards and agencies. There are presently no claims outstanding nor is there any basis for any claims.

5.03 Compliance with Agreement. FLORIDA RIDGE is in substantial compliance with all leases, agreements and contracts to which it is a party.

5.04 Authorization: Effect of Agreement. FLORIDA RIDGE has the corporate power and authority requisite to enter this Agreement. This Agreement, when executed, shall constitute a valid, binding, and legally enforceable obligation of the Disappearing Entity. The performance of this Agreement will not result in any breach of any of the terms, provisions, or conditions of the Disappearing Entities Articles of Incorporation or Bylaws, nor constitute a breach of, or default under, any contract to which it may be a party.

5.05 No Violation of Laws. FLORIDA RIDGE, to the best of its knowledge, after diligent inquiry, has complied in all material respects with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances as are applicable to its properties and affairs, including all laws and regulations applicable to the preservation of the tax-exempt status of Disappearing Entity and to obtaining tax exempt status for FLORIDA RIDGE.

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 FLORIDA RIDGE, after diligent inquiry. No director or officer of FLORIDA RIDGE 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, after making diligent inquiry.

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: Big Brothers Big Sisters
 of the Sun Coast, Inc.
 101 W. Venice Avenue, Suite # 34
 Venice, Florida 34285

To FLORIDA RIDGE: Florida Ridge Big Brothers Big Sisters, Inc.
 279 US 27 North
 Sebring, Florida 33870

6.02 **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto. Neither SUN COAST nor FLORIDA RIDGE 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 disclosed by a third party not under a duty of confidentiality or required by applicable law.

6.05 **Severability.** Should any provisions 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 **Filing with the Florida Secretary of State.** The Disappearing Entity and Surviving Entity shall cause their respective duly designated Officer or authorized representative, to execute and file Articles of Merger in the form annexed to this Agreement, and upon the execution of this Agreement shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles of Merger, and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by the Surviving Entity to the Florida Secretary of State. The Articles of Merger shall be deemed to be effective on the Effective Date of the Merger, which shall be the date the Articles of Merger are filed with the Florida Department of State.

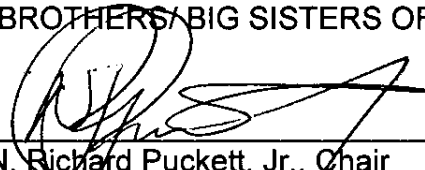
6.07 **Amendment and Waiver.** Any Constituent Entity, may, at any time prior to the Effective Date of the Merger, by appropriate action taken and duly authorized in accordance with applicable law, waive any of the terms or conditions of this Agreement

or agree to an amendment or modification of this Agreement by an agreement, in writing, executed in the same manner (but not necessarily by the same persons) as this Agreement.

6.08 **Counterparts.** For the convenience of the parties and to facilitate any required filing, this Agreement may be executed in one or more counterparts (including by means of facsimile or electronically transmitted signature pages), each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Constituent Entity has caused this Agreement to be executed by its appropriate duly authorized officer as of the date set forth above.

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

By: 
N. Richard Puckett, Jr., Chair

Date: 9/27/06

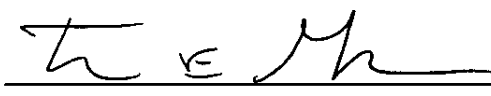
By: 
Stephen Mixson, Secretary

Date: 9/27/06

FLORIDA RIDGE BIG BROTHERS BIG SISTERS, INC.

By: 
Wayne McFarland, Chair

Date: 9-18-06

By: 
Thomas E Griffin, Secretary

Date: 9-19-06