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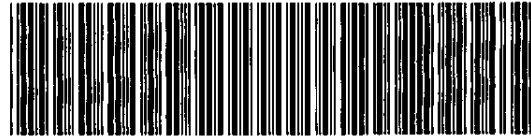
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CENTRAL FLORIDA KRAZE/KRUSH SOCCER CLUB, 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:

EDWARD FILLIBEN, PRESIDENT

(Contact Person)

CENTRAL FLORIDA KRAZE/KRUSH SOCCER CLUB, INC.

(Firm/Company)

6964 ALOMA AVENUE

(Address)

WINTER PARK, FLORIDA 32792

(City/State and Zip Code)

For further information concerning this matter, please call:

EDWARD FILLIBEN, PRESIDENT

(Name of Contact Person)

At (321) 262-3344

(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

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:

Name _____

Jurisdiction

Document Number
(If known/ applicable)

CENTRAL FLORIDA KRAZE/KRUSH SOCCER CLUB, INC.

FLORIDA

739206

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Document Number
(If known/ applicable)

East Orange Soccer Club, Inc.

FLORIDA

N 9300000244

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Age Group	Total (%)	Male (%)	Female (%)	Male (%)	Female (%)
18-24	100	100	100	100	100
25-34	100	100	100	100	100
35-44	100	100	100	100	100
45-54	100	100	100	100	100
55-64	100	100	100	100	100
65-74	100	100	100	100	100
75+	100	100	100	100	100

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 5/13/2011. The number of directors in office was 7. The vote for the plan was as follows: 6 FOR 0 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 5/13/2011. The number of directors in office was 8. The vote for the plan was as follows: 7 FOR 0 AGAINST
(President cast vote only in the event of tie but also in favor)

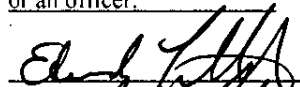

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

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

Typed or Printed Name of Individual & Title

CENTRAL FLORIDA KRAZE/KRUSH SOCCER CLUB, INC

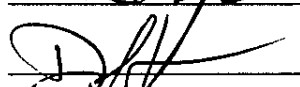




EDWARD FILLIBEN, PRESIDENT

CENTRAL FLORIDA KRAZE/KRUSH SOCCER CLUB, INC.

MARK KLEEB, SECRETARY

East Orange Soccer Club, Inc.

DAVID HICKS, PRESIDENT

East Orange Soccer Club, Inc.

ANNETTE ROOT, SECRETARY

Prepared by:
Central Florida Kraze/Krush Soccer Club, Inc.
6964 Aloma Avenue
Winter Park, FL 32792

MERGER AGREEMENT AND PLAN OF MERGER
BETWEEN CENTRAL FLORIDA KRAZE/KRUSH SOCCER CLUB, INC.
AND EAST ORANGE SOCCER CLUB, INC.

THIS MERGER AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is made and executed this 19 day of May, 2011, by and between the **CENTRAL FLORIDA KRAZE/KRUSH SOCCER CLUB, INC.**, a Florida not-for-profit corporation (hereinafter referred to as the "CFK"), whose address is 6964 Aloma Avenue, Winter Park, Florida, 32792, and the **EAST ORANGE SOCCER CLUB, INC.**, a Florida not-for-profit corporation (hereinafter referred to as the "EOSC") whose address is 1372 N. Goldenrod Road, Suite #14, Orlando, FL 32807.

WHEREAS, CFK and EOSC each operate organized soccer clubs in the Central Florida area; and

WHEREAS, in the Central Florida area, soccer has grown in popularity in an exponential fashion; and

WHEREAS, as this dramatic growth occurred, soccer clubs formed to meet the needs of players and their families; and

WHEREAS, historically, the local soccer community has provided a tremendous service to the Central Florida area; and

WHEREAS, the demands placed on a soccer club have grown and evolved, in some respects, significantly, and

WHEREAS, today's player wants better training and development in all aspects of the game: technical, tactical, psychological and physical; and

WHEREAS, players and their families (many families with more than one player, often of different gender or caliber) want to associate with a single club who offers a comprehensive program with levels of competition for players of all calibers including premier, academy and recreation; and

WHEREAS, players and their families want a stable, financially strong environment with a rich array of services and amenities highlighted by a dynamic training staff; and

WHEREAS, a growing number of players seek a more challenging environment for both training and competition at a younger age; and

WHEREAS, the challenge is significant to build an environment that can enhance all of the opportunities available for today's soccer player; and

WHEREAS, Central Florida has too many soccer clubs vying for the same pool of players with the geographic area east of Interstate 4 having several choices in clubs; and

WHEREAS, because there are too many soccer clubs in the Central Florida area, players face nearly constant recruiting pressure at all levels of play, and many times the talent is dispersed among too many teams making it difficult for any single team to compete at the highest levels in areas like Tampa, Miami or outside of Florida; and

WHEREAS, no single club in the Central Florida area has been successful in delivering a top quality program at all levels of competition for each age group, both boys and girls, year after year on a consistent basis; and

WHEREAS, the constant competition for players, coaches, sponsors, facilities and public awareness has created a negative, shortsighted climate that has no place in youth sports causing soccer clubs and players to suffer under the strain; and

WHEREAS, the pressure to win is immense at all levels; and

WHEREAS, one loss too many and a player or players jump to another club chasing victories and championships, almost always to no avail; and

WHEREAS, as a result of players frequently jumping to another club, too many teams struggle year-to-year to stay intact, often making it difficult to reform a team; and

WHEREAS, many soccer clubs find it difficult to plan for the long-term development of players, teams and the club as a whole; and

WHEREAS, in an effort to address these issues and to meet the demands of today's soccer player, a number of clubs across the nation have merged to form larger, more comprehensive programs; and

WHEREAS, CFK and EOSC independently arrived at the conclusion that, under the right conditions, a larger, more comprehensive organization will be the most effective vehicle to deliver a comprehensive soccer program with levels of competition for players of all calibers including premier, academy and recreation to the Central Florida soccer community; and

WHEREAS, CFK and EOSC have agreed to merge to provide said larger, more comprehensive soccer organization delivering a comprehensive soccer program with levels of competition for players of all calibers including premier, academy and recreation to the Central Florida soccer community; and

WHEREAS, the mission of the merged club will be to create the best soccer experience for children in the Central Florida community through an environment that is committed to providing excellence in all areas of development, from the first touch/SST age players through club-aged players and eventually the collegiate and professional levels; and

WHEREAS, said environment will provide all players a better understanding of the game, improve their skills, instill a passion and enthusiasm for learning, and afford an opportunity to meet their fullest potential from recreational to premier play at the local, state,

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national and international levels in order to gain exposure to maximize opportunities beyond the club soccer; and

WHEREAS, CFK and EOSC believe that the merged club will benefit from:

- increased efficiencies due to the absence of recruiting,
- highly competitive teams at all levels,
- easier formation of second/third Premier and Competitive Recreation teams,
- an unprecedented feeder system of recreational players,
- economies of scale afforded a larger operation such as:
- increased full-time coaching/administrative positions
- significantly greater purchasing power
- enhanced fundraising capabilities,
- the combined training staff would be rivaled by few clubs across the state,
- better "intra-club" competition,
- practice and game facilities without equal, and
- opportunities of developing and playing at a higher level will be possible; and

WHEREAS, CFK and EOSC have established the following goals for the merged club:

- To provide an affordable place for all members of the community to be able to participate in a single club that offers a comprehensive program with levels of competition for players of all calibers, including recreational, academy and premier;
- To establish, create and develop better practice and game facilities;
- To obtain the very best coaching staff in the Southeast region of the country;
- To service the entire Central Florida and suburban areas;
- To create a buying power through our numbers to gain financial support from major industries and corporate sponsorship;
- To create a bigger voice in government issues that impact the Central Florida community;
- To be very successful at all levels of competition, state, regional and national level;
- To create and develop a first class training environment that will propel us to be a part of the top two prestigious leagues in the country (The US Soccer Academy for boys and the Elite Club National League for girls); and
- To develop an environment that attains and retains a combination of cultures and affluences of the diversity of players through the game of soccer and where every member of the soccer community can enjoy and contribute to the clubs success; and

WHEREAS, CFK and EOSC agree that the merger of the two clubs is in the best interest of each club's membership and both clubs' goal of promoting interest and participation in soccer within the Central Florida area; and

WHEREAS, the respective Board of Directors of each club have determined that the merger of the two clubs is desirable and in the best interests of their respective corporations and have approved this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, it is hereby resolved and agreed by CFK and EOSC that the merger of the two clubs is hereby approved subject to the following terms and conditions:

1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.
2. AUTHORITY. This Agreement is entered into pursuant to the laws of the State of Florida, U.S.A., without regard to the conflicts of law provisions thereof.
3. PURPOSE. The purpose of this Agreement is to set forth an understanding between CFK and EOSC of their intent to merge their two respective clubs in to one club and set forth information and understandings required by Section 617.1101, Florida Statutes. This Agreement shall provide for all matters of material concern between CFK and EOSC, as well as comprehensive representations, indemnifications, conditions and agreements made by CFK and EOSC. It is the intent of the parties hereto that they shall exercise their best efforts to conclude this Agreement to achieve these objectives. Any conflict or inconsistency shall be resolved amicably by both parties.
4. REPRESENTATIONS AND WARRANTIES.

4.1. CFK represents and warrants to EOSC, as follows as of the date of this Agreement:

- 4.1.1. *Organization and Standing.* CFK is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has the corporate power and authority to enter into this Agreement, and to consummate the transactions contemplated in this Agreement.
- 4.1.2. *Corporate Power and Authority.* This Agreement has been duly authorized by all necessary corporate action on the part of CFK. All acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, that this Agreement and the proposed performance of this Agreement by CFK is not an ultra vires act and that, upon execution of this Agreement by CFK, this Agreement shall be valid and binding upon CFK and its successors in interest.
- 4.1.3. *Conflicts.* To CFK's knowledge, the execution, delivery, and performance of this Agreement will not (i) constitute a breach of CFK's Certificate of Incorporation or By-Laws, any law, rule, or regulation, or any material agreement, indenture, deed of trust, mortgage, loan agreement or other material instrument to which CFK is a part or to which CFK is bound; or (ii) constitute a violation of any order, judgment or decree to which CFK is a party or by which CFK's assets or properties are bound or affected.
- 4.1.4. *Litigation.* To CFK's knowledge, there are no claims, actions, suits, proceedings or investigations pending or, to CFK's knowledge, threatened in any court, or before any arbitrator or governmental authority, by or against or affecting or relating to CFK. To CFK's knowledge, there are no judgments, injunctions orders or other judicial or administrative mandates outstanding, or to CFK's knowledge, threatened against CFK.
- 4.1.5. *CFK Board Approval.* At its May 13, 2011, meeting, the CFK Board of Directors determined that this Agreement and the transactions that it contemplates,

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including the merger, taken together, are fair to and in the best interests of CFK; and approved this Agreement

4.2. EOSC represents and warrants to CFK, as follows as of the date of this Agreement:

- 4.2.1. *Organization and Standing.* EOSC is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has the corporate power and authority to enter into this Agreement, and to consummate the transactions contemplated in this Agreement.
- 4.2.2. *Corporate Power and Authority.* This Agreement has been duly authorized by all necessary corporate action on the part of EOSC. All acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, that this Agreement and the proposed performance of this Agreement by EOSC is not an ultra vires act and that, upon execution of this Agreement by EOSC, this Agreement shall be valid and binding upon EOSC and its successors in interest.
- 4.2.3. *Conflicts.* To EOSC's knowledge, the execution, delivery, and performance of this Agreement will not (i) constitute a breach of EOSC's Certificate of Incorporation or By-Laws, any law, rule, or regulation, or any material agreement, indenture, deed of trust, mortgage, loan agreement or other material instrument to which EOSC is a part or to which EOSC is bound; or (ii) constitute a violation of any order, judgment or decree to which EOSC is a party or by which EOSC's assets or properties are bound or affected.
- 4.2.4. *Litigation.* To EOSC's knowledge, there are no claims, actions, suits, proceedings or investigations pending or, to EOSC's knowledge, threatened in any court, or before any arbitrator or governmental authority, by or against or affecting or relating to EOSC. To EOSC's knowledge, there are no judgments, injunctions orders or other judicial or administrative mandates outstanding, or to EOSC's knowledge, threatened against EOSC.
- 4.2.5. *EOSC Board Approval.* At its 5/13, 2011, meeting, the EOSC Board of Directors determined that this Agreement and the transactions that it contemplates, including the Merger, taken together, are fair to and in the best interests of EOSC; and approved this Agreement.
5. DISCLOSURE. CFK and EOSC shall cooperate with each other to make a joint disclosure of the existence of discussions regarding the merger, including this Agreement, between the parties or any of the terms, conditions or other aspects of the merger proposed in this Agreement as expeditiously as possible and on terms mutually acceptable to the parties. Except as and to the extent required by law, without the prior written consent of the other party, neither CFK nor EOSC shall, and each shall direct its Representatives not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding the merger, including this Agreement, between the parties or any of the terms, conditions or other aspects of the merger proposed in this Agreement. (This includes posting information on a public blog, etc.)

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6. CONFIDENTIALITY. Except as and to the extent required by law, CFK and EOSC agree to not disclose or use, and shall cause its Representatives not to disclose or use, any Confidential Information, as defined below, with respect to the other party furnished, or to be furnished, by either the other party or its Representatives in connection herewith at any time or in any manner other than in connection with its evaluation of the merger. For purposes of this Section, "Confidential Information" means any information about the other party provided herein; provided, however, that Confidential Information does not include information which either party can demonstrate is generally available to or known by the public other than as a result of improper disclosure by either party or is obtained by a party from a source other than the other party, provided further that such source was not bound by a duty of confidentiality to the other party or another party with respect to such information. If this Agreement is terminated, each party shall promptly return to the other party any Confidential Information in its possession. The parties shall enter into a mutually acceptable updated confidentiality and non-disclosure agreement concurrent with the execution and delivery of this Agreement.
7. CONSENTS. CFK and EOSC shall cooperate with each other and proceed, as is reasonably practicable, to endeavor to comply with all legal or contractual requirements for or preconditions to the execution and consummation of this Agreement.
8. THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the laws of the State of Florida, CFK and EOSC shall be merged into the Central Florida Kraze/Krush Soccer Club, Inc. at the Effective Time. The merged club shall hereinafter be referred to as "CF Kraze/Krush". As a result of the merger, the separate corporate existence of CFK and EOSC shall cease, and CF Kraze/Krush shall continue its existence under the laws of the State of Florida as the surviving corporation.
- 8.1. *Not-for-Profit Organization*. CF Kraze/Krush shall be incorporated as a not-for-profit organization subject to the laws of the State of Florida and the United States of America. For legal and insurance purposes, CF Kraze/Krush shall be legally an extension of the Central Florida United 501(C)(3).
- 8.2. *Affiliations*. CF Kraze/Krush shall be affiliated with the Florida Youth Soccer Association (FYSA), United States Youth Soccer Association (USYSA), United States Soccer Federation (USSF), and the Federation Internationale de Football Association (FIFA).
- 8.3. *Contractual Agreements*. All current CFK and EOSC agreements with outside entities (e.g. facility contractual agreements) shall be transferred to CF Kraze/Krush, including EOSC's contractual agreement with Orange County Parks & Recreation and office lease with U-Lock it and CFK's leasing agreement with the City of Winter Springs, Seminole County Parks and Recreation, City of Winter Park, City of Oviedo and Aloma Business Center, as well as the contractual agreement with Adidas.
- 8.4. *Membership Registration*. The terms of all members of CFK and all members of EOSC shall automatically convert to memberships within CF Kraze/Krush until the expiration of the membership term, in accordance with FYSA. All such members shall have the option to renew their memberships with CF Kraze/Krush at the expiration of their initial membership term. All membership shall be registered under the club code CFK####.

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- 8.5. *Legacy EOSC Teams.* Legacy EOSC teams may remain intact, including remaining with their existing EOSC coach, and play in the Excel program up to the Region Cup level. Legacy EOSC teams also have the right of first refusal to their existing practice locations on current EOSC facilities.
- 8.6. *Youth Referee Program.* CF Kraze/Krush shall offer a Youth Referee Program modeled after the one used by EOSC. Dan Judah shall remain the Youth Referee Program director for one year subject to job performance.
- 8.7. *Chamba Training.* CF Kraze/Krush shall offer Chamba Training for Recreational players which will provide players an additional hour of training per week during the season.
- 8.8. *Effective Time.* As promptly as possible after the satisfaction of the conditions set forth herein, the parties will cause the merger to be consummated by causing the Articles of Merger and Certificate of Merger to be executed and filed with the Florida Department of State, Division of Corporations. For purposes of this Agreement, the Effective Time of the Merger means the time at which the Certificate of Merger is duly filed with the Florida Department of State, Division of Corporations. The term "Closing Date" means the date on which all necessary documentation is duly executed, filed, and recorded and thereby the merger is completed.
- 8.9. *Effects of Merger.* From and after the Closing Date, CF Kraze/Krush shall succeed to, without necessity of other transfer, and shall possess and enjoy all the rights, privileges, immunities, and powers, and be subject to all the restrictions, obligations, disabilities, and duties of CFK and EOSC. All property, real, personal and mixed, tangible and intangible, and wherever located, and all debts due any of the merged entities on whatever account shall be vested in CF Kraze/Krush.
9. CONDUCT OF BUSINESS. Until this Agreement has been duly executed and delivered by all of the parties and through the Closing Date and Effective Time, CFK and EOSC shall conduct their business only in the ordinary course, and shall not engage in any extraordinary transactions, without prior consent, including without limitation:
- 9.1. disposing of any of their assets, except in the ordinary course of business;
- 9.2. materially increasing the annual level of compensation of any employee, and increasing the annual level of compensation of any person, and granting any unusual or extraordinary bonuses, benefits or other forms of direct or indirect compensation to any employee, officer, director or consultant, except in amounts in keeping with past practices by formulas or otherwise;
- 9.3. increasing, terminating, amending or otherwise modifying any plan for the benefit of employees;
- 9.4. borrowing any funds, under existing credit lines or otherwise, except as reasonably necessary for the ordinary operation their businesses in a manner in keeping with historical practices;

- 9.5. enter into any transaction, take any action, or fail to take any action, which would result in, or could reasonably be expected to result in, any of CFK's or EOSC's respective representations, warranties, disclosures or agreements in this Agreement to not be true and complete in all material respects immediately after the occurrence of such transaction;
- 9.6. fail to use reasonable efforts to preserve CFK's and EOSC's respective present business organization and goodwill intact, including the present business relationships and goodwill with customers, employees, contractors, suppliers, governmental authorities and others having business dealings with CFK or EOSC;
- 9.7. change or amend the Certificate of Incorporation or Bylaws of CFK or EOSC;
- 9.8. fail to maintain the respective assets of CFK or EOSC in substantially their current state of repair, excepting normal wear and tear, or fail to replace, consistent with past practice, inoperable, worn-out or obsolete or destroyed assets;
- 9.9. make any material loans or advances to or investments in any person or entity; or
- 9.10. enter into an agreement, or otherwise become obligated, to do any action prohibited under this Agreement.
- 9.11. CFK and EOSC will take all such other and further actions, consistent with this Agreement, as the other may reasonably request.

10. PLACE OF BUSINESS.

- 10.1. CFK currently maintains a club office at 6964 Aloma Avenue, Winter Park, Florida 32792.
- 10.2. EOSC currently maintains a club office at 1372 N. Goldenrod Road, Suite 14, Orlando, Florida 32807.
- 10.3. Both offices shall remain operational until such time as each respective lease terminates or a new club office for CF Kraze/Krush office becomes operational.

11. FACILITIES. Control of all CFK and EOSC facilities shall be transferred to CF Kraze/Krush for training and game scheduling throughout the year.

11.1. CFK Facilities.

- 11.1.1. Central Winds Park, Winter Springs (3 full fields, lighted; 3 mods)
- 11.1.2. Shane Kelly Park, Oviedo (3 full fields, lighted)
- 11.1.3. Trotwood Park, Winter Springs (4 mods)
- 11.1.4. Ward Park, Winter Park (5 mods lighted)
- 11.1.5. Lake Island Park, Winter Park (1 full field lighted)
- 11.1.6. Torcaso Park, Winter Springs (1 full field)
- 11.1.7. Carillon Methodist Church, Oviedo (1 full field)
- 11.1.8. Lawton Elementary, Oviedo (1 full field)

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11.2. EOSC Facilities.

- 11.2.1. Econ Park, Orlando (2 full fields, lighted; 1 U9/U10 field; 6 U7/U8 fields)
- 11.2.2. Arcadia Park, Orlando (1 full field, lighted; 2 U9/U10 fields)
- 11.2.3. Union Park Middle School, Orlando (1 full field; 1 U11/U12 field; 2 if full field not being used)
- 11.2.4. Waterford Rec, Orlando (Open Space)
- 11.2.5. Legacy Middle School, Orlando (Open Space)
- 11.2.6. Union Park Elementary School, Orlando (Open Space)
- 11.2.7. Current EOSC teams shall have the right of first refusal on current EOSC facilities for practices.

12. CONDITIONS PRECEDENT.

12.1. *CFK'S Conditions Precedent.* CFK's obligations under this Agreement are subject to the satisfaction as of the Closing Date of each of the following conditions (the fulfillment of any of which may be waived in writing by CFK):

12.1.1. All terms, covenants and conditions of this Agreement applicable to EOSC will have been complied with and performed by EOSC in all material respects, prior to the Closing Date, including EOSC's timely taking of all actions and delivery of all documents required to be taken and delivered by it under this Agreement.

12.1.2. All representations, warranties, disclosures and statements of EOSC contained in this Agreement will be true and complete in all material respects as of the date of this Agreement and the Closing Date.

12.2. *EOSC'S Conditions Precedent.* EOSC's obligations under this Agreement are subject to the satisfaction as of the Closing Date of each of the following conditions (the fulfillment of any of which may be waived in writing by EOSC):

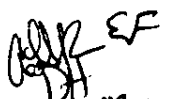
12.2.1. All terms, covenants and conditions of this Agreement applicable to CFK will have been complied with and performed by CFK in all material respects, prior to the Closing Date, including CFK's timely taking of all actions and delivery of all documents required to be taken and delivered by it under this Agreement.

12.2.2. All representations, warranties, disclosures and statements of CFK contained in this Agreement will be true and complete in all material respects as of the date of this Agreement and the Effective Time.

13. BOARD OF DIRECTORS. CFK and EOSC agree to establish a Board of Directors, hereinafter referred to as the "Board", which shall serve as governing authority of CF Kraze/Krush.

13.1. The Board shall consist of seven (7) members and shall include a President, Vice-President, Treasurer, Secretary, and three (3) Members at Large.

13.2. The first and initial Board after the Closing Date, shall be composed of four (4) Board members shall be appointed by CFK and three (3) Board members shall be appointed by EOSC. This initial Board shall serve for an initial term of 3 years and then

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subsequent Board will be appointed in accordance with CF Kraze/Krush by-laws. Duties of officers will be set-forth in the by-laws prepared by the initial Board.

13.3. The Board shall have the authority to conduct the lawful business of CF Kraze/Krush.

13.4. The Board shall be responsible for the direct supervision of the Executive Director.

13.5. The Board President shall be an appointee of CFK.

13.6. The Board Vice-President shall be an appointee of EOSC.

13.7. The Treasurer and Secretary shall be appointed by the initial Board, provided that one of these officers shall be from CFK and one shall be from EOSC.

13.8. The initial Board shall be comprised from the current existing Board of Directors from both CFK and EOS on the date of enactment of plan of merger.

14. BY-LAWS. The Board shall prepare the Bylaws of CF Kraze/Krush. No provision of or amendment to the Bylaws of CF Kraze/Krush may include any provision which will constitute reason for the Internal Revenue Service to revoke the status of CF Kraze/Krush as a charitable organization exempt from federal income tax as described in Section 501(c)(3) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

15. EXECUTIVE DIRECTOR. CFK Executive Director Hue Menzies shall serve as the Executive Director for CF Kraze/Krush.

15.1. The Executive Director shall report directly to the Board.

15.2. The following shall report directly to the Executive Director:

- 15.2.1. Premier Directors
- 15.2.2. Developmental, First Touch, SST Directors
- 15.2.3. Recreational Directors
- 15.2.4. Goal Keeper Directors
- 15.2.5. Training Staff
- 15.2.6. Marketing/Fundraising Director
- 15.2.7. Registrars
- 15.2.8. Referee Assignor
- 15.2.9. Field Scheduler
- 15.2.10. Administrative Support Staff

15.3. The Executive Director shall have the authority over staff in terms of recruiting, hiring, termination, salaries, assignment of roles and responsibilities, etc.

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- 15.4. The Program Directors shall aid the Executive Director in implementing and managing these roles and responsibilities.
- 15.5. Team formations shall be the duties of the Program Directors and Training Staff.
- 15.6. All staff will be contracted and paid by CF Kraze/Krush.
- 15.7. An EOSC staff member shall be appointed to the position of Recreational Director, for a term of one year subject to job performance.
- 15.8. CF Kraze/Krush shall appoint Malcolm King as Referee Assignor.
- 15.9. Pre-merger completion the CFK and EOS training staff must be in good standing with no such limitations until the Effective Time of this Agreement. In the event a trainer is not able to perform their normal duties during the merger timeframe just defined, CF Kraze/Krush is under no obligation to assume responsibility for the employment contract.
16. REGISTRAR. Current CFK Registrar, Donna Lewis, shall manage the Premier and Junior Premier registration. Current EOSC Registrar, Patty Henderson, shall manage the Recreational, SST, First Touch, and Developmental registration. Each shall be appointed for a term of one year subject to job performance.
17. UNIFORM AND COLORS. Adidas shall be the official brand of uniforms for CF Kraze/Krush.
- 17.1. *Premier Uniform Colors.* Black and White
- 17.2. *Bridge and Junior Premier Uniform Colors.* Red and White
- 17.3. *Recreational Program Uniform Colors.* Blue and White
- 17.4. *Developmental, SST, First Touch Uniform Program Colors.* Blue and White

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18. WEBSITE.

18.1. The pre-existing CFK website, www.cfksoccer.com, shall be the website for CF Kraze/Krush. Immediately after the Closing Date, this website shall be edited to correctly reflect the new club information.

18.2. CF Kraze/Krush will be responsible for the content and associated expenses for the club's website.

18.3. The CF Kraze/Krush website shall provide the necessary information for each club program including, but not limited to, Premier, Bridge and Junior Premier, Recreational, Developmental, SST, First Touch, TOPS, PDL, and W-League.

18.4. EOSC will maintain its website with the merged information until such time as the URL is transferred over to the CF Kraze/Krush website.

19. FINANCE. CF Kraze/Krush shall maintain its finances using generally accepted accounting principles. The fiscal budget shall support a cash neutral or cash positive at the end of each year.

20. FEE STRUCTURE. CFK AND EOSC agree that the fee structure provided herein shall be the fee structure for the CF Kraze/Krush Premier and Recreational programs for a minimum of three (3) years. This is subject to increases in the cost of operations and regionalized inflation; even then prices shall not increase by more than 5% per year in the next three (3) years.

20.1. All registration fees shall be deposited into CF Kraze/Krush accounts.

20.2. All fees coming from EOSC accounts from previous seasons (pre-merger) shall be used to offset registration fees and uniforms costs, and for scholarships, etc. for members of CF Kraze/Krush who were members of EOSC on the date of enactment of plan of merger as determined by the appointees from EOSC Board of Directors and in accordance with Florida and Federal Law.

20.3. *U5-U8 Fees.*

20.3.1. Recreational U5-U6. Registration: \$105 Uniform: \$40 + Tax

20.3.2. Recreational U7-U8. Registration: \$115 Uniform: \$40 + Tax

20.3.3. Developmental U5-U6. Registration: \$150 Uniform: \$40 + Tax

20.3.4. Developmental U7-U8. Registration: \$200 Uniform: \$40 + Tax

20.4. *U9-U10 Fees.*

20.4.1. Recreational Registration: \$120 Uniform: \$40 + Tax

20.4.2. Developmental Registration: \$315 Uniform: \$60 + Tax

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20.5. *U11-U18 Fees.*

- 20.5.1. Recreational Registration: \$120 Uniform: \$40 + Tax
(Additional fees for Region Cup Play, i.e. Region Cup fees and referee fees)
- 20.5.2. Excel Paid Trainer: \$390/season Uniform: \$60 + Tax
- 20.5.3. Excel No Paid Trainer: \$120/season Uniform: \$60 + Tax
- 20.5.4. Premier Black: \$1,400 Uniform: \$260 + Tax
- 20.5.5. Premier White: \$1,150 Uniform: \$260 + Tax
- 20.5.6. Premier Red: \$995 Uniform: \$260 + Tax

20.6. *Multi-player Discounts.* A multi-player discount of 10% per additional player shall be given to families with more than one (1) player participating in a CF Kraze/Krush program. Discount applies to each additional player equal to or less than the highest level player.

20.7. *Premier Coaching Incentives.* Premier coaches may receive the following discounts for one (1) child per coach which will be applied as a rebate at the end of the year:

- 20.7.1. Children of premier coaches may receive a discount on training fees only.
- 20.7.2. For coaching and attending all CFK coaching clinics – 20% discount.
- 20.7.3. For coaching and receiving a “D” license – 40% discount.
- 20.7.4. For coaching and receiving a “C” license – 50% discount.
- 20.7.5. For coaching and receiving a “B” license – 75% discount.
- 20.7.6. For coaching and receiving an “A” license – 100% discount.

20.8. *Non-premier Coaching Incentives.* Non-premier coaches may receive the following discounts for one (1) child per coach which will be applied only with full registration payment as a rebate at the end of the year:

- 20.8.1. For coaching and attending all CFK coaching clinics – 25% discount.
- 20.8.2. For coaching and receiving an “F” license – 50% discount.
- 20.8.3. For coaching and receiving an “E” license – 75% discount.
- 20.8.4. For coaching and receiving a “D” license – 100% discount.

21. TERMINATION. This Agreement may be terminated and the transactions provided for thereby may be abandoned at any time before or after approval by the respective Boards of Directors of CFK and EOSC, but not later than the Closing Date. Upon termination of this Agreement, the parties hereto shall be released of all rights and obligations hereunder, except that Section 5. Disclosure and Section 6. Confidentiality shall survive such termination. CFK and EOSC acknowledge that if this agreement is ever terminated, the merger shall be deemed null and void.

21.1. The termination of this Agreement shall be by written mutual consent of CFK and EOSC.

21.2. The termination of this Agreement may be by either party when the other party is in default of this Agreement.

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MK [Signature]

21.3. The terminating party shall provide at least thirty (30) days notice to the other party of the terminating party's intent to terminate this Agreement.

22. NOTICE. All notices required or permitted to be given under this Agreement must be in writing and must be delivered to CFK or EOSC at its address set forth below (or such other address as may be hereafter be designated in writing by such party). Any such notice must be personally delivered or sent by registered or certified mail, overnight courier, email, facsimile or telecopy. Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy or facsimile) or on the date which is three (3) days after such notice is deposited in the United States mail (if sent by registered or certified mail). The party's addresses for the delivery of all such notices are as follows:

As to CFK: President, Central Florida Kraze/Krush Soccer Club, Inc.
6964 Aloma Avenue
Winter Park, Florida, 32792

With Copy to: Executive Director, Central Florida Kraze/Krush Soccer Club, Inc.
6964 Aloma Avenue
Winter Park, Florida, 32792

As to EOSC: President, East Orange Soccer Club, Inc.
1372 N. Goldenrod Road, Suite #14
Orlando, FL 32807

23. EXPENSES. CFK and EOSC will pay their respective expenses, if any, incurred in connection with the merger.

24. MISCELLANEOUS.

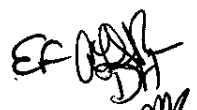
24.1. *Successors and Assigns.* Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties to this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by CFK and EOSC and their respective successors and assigns.

24.2. *No Third-Party Beneficiaries.* There are no third party beneficiaries of this Agreement.

24.3. *Entire Agreement.* This Agreement sets forth the entire understanding of the parties with respect to its subject matter; it supersedes any and all previous communications, understandings, oral or written, and cannot be amended or changed except in writing, signed by the parties.

24.4. *Interpretation.* This Agreement has been reviewed by the parties and their counsel. Therefore, any ambiguous language in this Agreement will not necessarily be construed against any particular party as the drafter of such language.

24.5. *Severability.* The provisions of this Agreement will be deemed severable, and if any provision or part of this Agreement is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid and binding. If any provision of this



Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired but will remain binding in accordance with their terms.

- 24.6. *Counterparts.* This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original. An original is to be maintained by CF Krush/Kraze.
- 24.7. *Governing Law.* This Agreement shall be governed by the laws of the State of Florida.
- 24.8. *Knowledge.* For purposes of this Agreement, "knowledge" means to the actual knowledge of the respective Boards of Directors of CFK and EOSC as of the date of this Agreement or as of any date specified in this Agreement.
- 24.9. *Breach.* In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.
- 24.10. *Amendments.* This Agreement shall not be modified or amended except by written agreement executed by all parties hereto and approved by the respective Boards of Directors of CFK and EOSC.
- 24.11. *Specific Performance.* Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations established in this Agreement shall result in irreparable damage, and that specific performance of these obligations may be obtained by suit in equity.
- 24.12. *Attorney's Fees.* In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appellate appeal.
- 24.13. *Force Majeure.* The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default of this Agreement. However, if such failure is due to unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period set forth hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

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IN WITNESS WHEREOF, CFK and EOSC, pursuant to the approval and authority duly given by their respective Boards of Directors, have caused this Agreement to be executed by an authorized representative of each party to this Agreement.

CENTRAL FLORIDA KRAZE/KRUSH, INC. EAST ORANGE SOCCER CLUB, INC.

By: Edward Filliben
Edward Filliben, President

Date: 5/19/11

Attest: Mark Klee
Mark Klee, Secretary

By: David Hicks
David Hicks, President

Date: 5/18/11

Attest: Annette Root
Annette Root, Secretary

EAST ORANGE SOCCER CLUB, INC.
By: Annette Root
Annette Root, Secretary

Date: 5/18/11

Attest: David Hicks
David Hicks, President

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