

N44270

CORPORATE
ACCESS,
INC.

236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

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3/31/00

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Merger

00 MAR 20 PM 4:06
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TALLAHASSEE, FLORIDA

1.) Middle East Network, Inc.
(CORPORATE NAME & DOCUMENT #)

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2.)
(CORPORATE NAME & DOCUMENT #)

3.)
(CORPORATE NAME & DOCUMENT #)

\$7875

4.)
(CORPORATE NAME & DOCUMENT #)

5.)
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

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ASR
3/30/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

MIDDLE EAST NETWORK, INC., a Florida corporation N44270

,

INTO

ZIONIST ORGANIZATION OF AMERICA. a New York corporation not qualified
in Florida

File date: March 30, 2000

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 22, 2000

CORPORATE ACCESS, INC.

TALLAHASSEE, FL

SUBJECT: MIDDLE EAST NETWORK, INC.
Ref. Number: N44270

Corrected 3/30

We have received your document for MIDDLE EAST NETWORK, 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 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.

Nonprofit corporations do not have shareholders. Please remove any reference to shareholders from the document.

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

If you have any questions concerning the filing of your document, please call (850) 487-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 800A00015

RECEIVED
00 MAR 30 AM 9:26
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RECEIVED DATE
3/31/00

ARTICLES OF MERGER
OF
MIDDLE EAST NETWORK, INC.
INTO
ZIONIST ORGANIZATION OF AMERICA

00 MAR 30 PM 4:07
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations adopt the following Articles of Merger for the purposes of merging MIDDLE EAST NETWORK, INC., a Florida Corporation (the "Merging Corporation"), into ZIONIST ORGANIZATION OF AMERICA, a New York Corporation (the "Surviving Corporation").

ARTICLE I
PLAN OF MERGER

The Plan of Merger is attached hereto as Exhibit "A".

ARTICLE II
APPROVAL

Approval By Middle East Network, Inc. The members of Middle East Network, Inc. do not vote. The directors of Middle East Network, Inc. approved of the merger at a meeting of the Corporation's Directors on October 21, 1998. Approval was by ten (10) of the twelve (12) members of the Corporation's directors, which was sufficient for approval.

Approval By Zionist Organization of America. All fifty-two (52) of the Members of the Board of Directors of Zionist Organization of America unanimously approved of the merger on October 20, 1998. The members having voting rights thereafter unanimously approved of the merger at a meeting on November 1, 1998.

ARTICLE III
EFFECTIVE DATE OF MERGER

The effective date of this merger shall be March 31, 2000.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this
28th day of MARCH, 2000.

MIDDLE EAST NETWORK, INC.

Edythe Grossberg Pres.
By:

ZIONIST ORGANIZATION OF AMERICA

Morton A Klein - PRES.
By:

MERGER AGREEMENT

THIS MERGER AGREEMENT (the "Agreement") made and entered into this 23rd day of November, 1999, by and among MIDDLE EAST NETWORK, INC. ("MIDDLE EAST") and ZIONIST ORGANIZATION OF AMERICA ("ZOA").

1. Merger. MIDDLE EAST and ZOA agree that MIDDLE EAST shall be merged with and into ZOA pursuant to the Certificate of Merger and Articles of Merger attached hereto as Exhibits "A" and "B" (the "Merger"). The Effective Date of the Merger shall be the date it becomes effective as provided in the Certificate of Merger. **The Merger is contingent upon certain rulings of a court of competent jurisdiction as more fully set forth in the Section of this Agreement below entitled "Approval Contingency".**

2. Chapter Name. After the Merger, the organization in South Florida which was previously MIDDLE EAST shall constitute a new Chapter of ZOA and shall be named the "Middle East Network District of ZOA" (hereinafter referred to as the "MIDDLE EAST CHAPTER").

3. Members. Under ARTICLE VI-Section (e) all current paid up members of MIDDLE EAST shall automatically become members of ZOA for one full year from the date of the Merger.

4. Retention of Assets. The assets held by MIDDLE EAST prior to the Merger shall continue to be held by the MIDDLE EAST CHAPTER for a period of three (3) years following the Effective Date of the Merger. These assets are to be used exclusively for the purposes for which they were previously used, to wit:

- a. Meetings, speakers, rental of facilities, publicity, etc.
- b. Newspaper ads, news letters, printed materials.
- c. Attendance at conventions, meetings, seminars, etc.
- d. All necessary administrative expenses.
- e. Payment of any expenses necessary to facilitate the coordination of the activities of the Middle East Chapter with the activities of the Boca Raton Chapter of ZOA.

At the end of the three (3) year period, the remaining assets of the MIDDLE EAST CHAPTER shall be transferred to the national office of ZOA.

5. **Monroe Guttman Distributions.** For a period of three (3) years following the Effective Date of the Merger, upon receipt of the Periodic Monroe Guttman Distributions (as defined in Paragraph 9 below), an amount equal to twenty (20%) percent thereof shall be distributed forthwith to the MIDDLE EAST CHAPTER. This distribution shall be used for the purposes set forth in Section 4(a) through 4(e), above. ZOA shall use the balance of the Periodic Monroe Guttman Distributions for those purposes set forth in its constitution which are substantially similar to the purposes which had been set forth in the organizational documents of MIDDLE EAST. ZOA acknowledges and agrees that the Periodic Monroe Guttman Distributions may be offset by legal fees and other expenses of the Foundations (defined below) in obtaining approval of the Court for this Merger as set forth in the Section of this Agreement below entitled "Approval Contingency". If any such offsets occur, MIDDLE EAST CHAPTER shall nevertheless be entitled to twenty (20%) percent of the amounts actually distributed to ZOA, as provided in this Paragraph.

6. **Final Monroe Guttman Distribution.** ZOA agrees to retain the Final Monroe Guttman Distribution (as defined in Paragraph 9 below) as a separate fund in perpetuity which fund shall be named the "Monroe Guttman/ZOA Fund" (hereinafter the "FUND"). The income earned on the Fund as well as capital appreciation, but not the endowment itself, may be used by ZOA for those purposes set forth in ZOA's constitution which are substantially similar to the purpose which had been set forth in the organizational documents of MIDDLE EAST.

7. **Chapter Autonomy.** ZOA acknowledges and agrees that the MIDDLE EAST CHAPTER shall have autonomy with respect to the running of its Chapter, subject only to abiding by the constitution of ZOA; provided, however, that the interpretation of ZOA's constitution, or any amendments thereto, shall not be discriminatory against MIDDLE EAST CHAPTER.

8. **Indemnification.** After the effective date of the Merger, those individuals who were previously officers and members of the board of directors of MIDDLE EAST are to be held harmless, past and present for any action taken as such members of MIDDLE EAST. The undersigned Executive Director of Middle East Network, Inc. is not aware of any threatened or pending claims against such entity. Middle East Network, Inc. presently has insurance protection for its directors and will cooperate with ZOA in transferring such coverage to ZOA, if transferable.

9. **Approval Contingency.** Middle East Network is the beneficiary of certain gifts from the following entities (the "Foundations"):

Monroe Guttman Foundation

Monroe Guttman Charitable Foundation

Pittsburgh Terminal Corporation Foundation.

More specifically, MIDDLE EAST is entitled to one-twelfth (1/12) of the income of the above Foundations annually for a period of ten (10) years beginning upon the death of Monroe Guttmann. Mr. Guttmann died July 6, 1994 and, accordingly, the aforesaid income distributions will continue until the year 2004 (said income distributions are referred to herein as "Periodic Monroe Guttmann Distributions"). After ten years, the Foundations terminate and Middle East Network is to receive twelve and one-half (12.5%) percent of the remaining funds in the Foundations (said final distribution is referred to herein as the "Final Monroe Guttmann Distribution").

The Trustees of the Foundations have indicated that they will seek a ruling of a court in Pennsylvania having jurisdiction over the Foundations (the "Court") that, after the Merger, ZOA, as the surviving entity, will continue to be entitled to the Periodic Monroe Guttmann Distributions as well as the Final Monroe Guttmann Distribution. The Merger contemplated in this Agreement is contingent upon a ruling by such Court that ZOA will continue to be entitled to the Periodic Monroe Guttmann Distributions as well as the Final Monroe Guttmann Distribution. The parties do not anticipate that there will be any reason why the Distributions would not inure to the benefit of ZOA. Nevertheless, if the Court rules that ZOA, for any reason, is not entitled to the all of such Distributions, then this Agreement shall be null and void and no Merger shall take place.

10. Further Assurances. The parties hereto agree from time to time to execute and deliver such further and other transfers, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.

11. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) days after their deposit in the United States mail, by registered or certified mail (postage prepaid, return receipt requested), addressed:

if to Middle East:

8211 N.W. 91st Avenue
Fort Lauderdale, FL 33321

With copy to:

Robert M. Wolf, Esq.
33 S.E. 4th Street
Boca Raton FL 33432

If to ZOA:

4 East 34th Street
New York N.Y. 10016

With copy to:

Mark Weinberg, Esq.
Weinberg & Jacobs, LLP
11300 Rockville Pike
Suite 1200
Rockville, MD 20852

or to such other addresses as any party may from time to time specify by written notice to the other parties.

12. **Pronouns.** In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, wherever the context so requires.

13. **Headings.** The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes in all respects any and all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto with respect to the transactions contemplated herein.

15. **Benefits; Binding Effect.** This Agreement and all of the provisions hereof shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns and are not intended to confer upon any other person any right or remedies hereunder.

16. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided in writing.

17. **Severability.** The invalidity of any one or more of the provisions, terms and conditions contained herein shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, and, in the event that any one or more of the provisions, terms and conditions contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid provisions, terms and conditions were not contained herein.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

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

20. Legal Fees. Except as provided in Paragraph 5, above, should it become necessary for any party hereto to institute legal action to enforce the terms and conditions of this Agreement or any related agreement, the successful party shall be awarded all reasonable attorneys' fees, expenses and costs, at the trial and all appellate levels.

MIDDLE EAST NETWORK, INC.

Edythe Grossberg
By: Edythe Grossberg
Its: President

ZIONIST ORGANIZATION OF AMERICA

Morton A. Klein
By: MORTON A. KLEIN
Its: PRESIDENT