

N990000004836

HCU

HILLSBOROUGH COUNTY UNITED S.C., INC.

P.O. Box 272051

Tampa, Florida 33688

Phone (813) 792-7757

Fax (813) 792-7986

April 26, 2002

VIA FEDERAL EXPRESS

Secretary of State

Division of Corporations

409 East Gaines Street

Tallahassee, Florida 32399

Attn: Ms. Susan Payne

Re: Hillsborough County United S.C., Inc.

000005762860--4

-06/12/02--01017--024

****140.00 ****140.00

Dear Ms. Payne:

Pursuant to our telephone conversation of this date, enclosed, please find the following:

- 1.) Amended and fully executed Articles of Merger of Florida Not For Profit Corporations, surviving corporation **HILLSBOROUGH COUNTY UNITED S.C., INC.**;
- 2.) Our check in the amount of \$140.00, representing the filing fee for the Articles of Merger;
- 3.) Fully executed Corporation Reinstatement for Northdale Soccer Club, Inc.; and
- 4.) Our check in the amount of \$236.25, representing the reinstatement fee for Northdale Soccer Club, Inc.

Kindly forward a confirmation of the filing of the enclosed information to the address indicated above.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please do not hesitate to contact me at (727)894-8000.

Very Truly Yours,

Hillsborough County United S.C., Inc.

James S. Renaldo, President

JSR/tsj
Enclosures

FILED
02 JUN 11 PM 3:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
Spayne
6/12/02

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

NORTHDALÉ SOCCER CLUB, INC., a Florida corp., 757914

CARROLLWOOD SOCCER ASSOCIATION, INC., a Florida corp., N28820

FORREST HILLS YOUTH SOCCER LEAGUE, INC., a Florida corp., 758777

INTO

HILLSBOROUGH COUNTY UNITED S.C., INC., a Florida entity,
N99000004836.

File date: June 11, 2002

Corporate Specialist: Susan Payne

HCU
HILLSBOROUGH COUNTY UNITED S.C., INC.
P.O. Box 272051
Tampa, Florida 33688
Phone (813) 792-7757 Fax (813) 792-7986

June 10, 2002

VIA FEDERAL EXPRESS

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399
Attn: Ms. Susan Payne

Re: Hillsborough County United S.C., Inc.

Dear Ms. Payne:

Pursuant to our recent telephone conversation, enclosed, please find the Plan and Agreement of Merger of Florida Not For Profit Corporations, the surviving corporation being **HILLSBOROUGH COUNTY UNITED S.C., INC.**

Kindly forward a confirmation of the filing of the Articles of Merger to the address indicated above.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please do not hesitate to contact me at (727)894-8000.

Very Truly Yours,

Hillsborough County United S.C., Inc.


James S. Renaldo, President

JSR/tsj
Enclosures

**ARTICLES OF MERGER
OF
FLORIDA NOT FOR PROFIT CORPORATIONS**

FILED
02 JUN 11 PM 3:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1105 of the Florida Not For Profit Corporation Act, the undersigned domestic not for profit corporations adopt the following articles of merger for the purpose of merging them into one such corporation:

1. The name of the surviving corporation and the state under the laws of which it is organized:

<u>Name of Corporation</u>	<u>State of Corporation</u>
Hillsborough County United S.C., Inc.	Florida

2. The names of the merging corporations and the states under the laws of which they are organized:

<u>Name of Corporation</u>	<u>State of Corporation</u>
Northdale Soccer Club, Inc.	Florida
Carrollwood Soccer Association, Inc.	Florida
Forest Hills Youth Soccer League, Inc.,	Florida

The Plan of Merger is attached.

3. The laws of the state under which the not for profit corporations are organized permit such a merger.
4. The name of the surviving corporation is *Hillsborough County United S.C., Inc.*, and it is to be governed by the laws of the State of Florida.
5. The attached Plan of Merger was approved by the members of the undersigned merging not for profit corporations in the manner prescribed by the Florida Not For Profit Corporation Act and the Florida General Corporation Act, and was approved by the undersigned merging corporations in the manner prescribed by the laws of the state under which they were organized: **Florida.**
6. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.
7. The Plan of Merger was adopted by the members of the surviving corporation on June 15, 2000. The number of votes cast for the Plan of Merger was sufficient for approval and the vote for the plan was as follows:

_____ 88 _____ For _____ 0 _____ Against

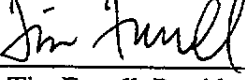
8. The Plan of Merger was adopted by the members of the merging corporations on March 30, 2000, March 30, 2000 and March 30, 2000, respectively. The number of votes cast for the merger was sufficient for approval and the vote for the Plan of Merger was as follows:

Northdale Soccer Club, Inc.	<u>77</u>	For	<u>0</u>	Against
Carrollwood Soccer Association, Inc.	<u>17</u>	For	<u>0</u>	Against
Forest Hills Youth Soccer League, Inc.,	<u>78</u>	For	<u>0</u>	Against

Dated this 18th day of September, 2001

"Merging Corporations"

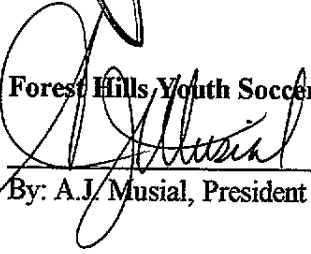
Carrollwood Soccer Association, Inc.


By: Tim Farrell, President

Northdale Soccer Club, Inc.

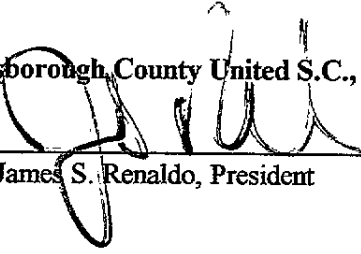

By: James S. Renaldo, President

Forest Hills Youth Soccer League, Inc.,


By: A.J. Musial, President

"Surviving Corporation"

Hillsborough County United S.C., Inc.


By: James S. Renaldo, President

**AGREEMENT AND PLAN OF MERGER BY AND AMONG NORTHDALÉ SOCCER CLUB,
INC., CARROLLWOOD SOCCER ASSOCIATION, INC.,
FOREST HILLS YOUTH SOCCER LEAGUE, INC, AND
HILLSBOROUGH COUNTY UNITED S.C., INC.**

This Agreement and Plan of Merger (this "Agreement") is executed on June 19, 2000, by Northdale Soccer Club, Inc. ("NSC"), Carrollwood Soccer Association, Inc., d/b/a Carrollwood Soccer Club ("CSC"), Forest Hills Youth Soccer League, Inc., d/b/a Greater North Tampa Soccer Club ("GNT"), and Hillsborough County United S.C., Inc. ("HCUSC") (collectively, the "Parties").

Whereas, the boards of directors of NSC, CSC, GNT, and HCUSC have agreed to effect the merger provided for in this Agreement on the terms and subject to the conditions set forth in this Agreement.

Now, therefore, in consideration of the foregoing and the provisions contained in this Agreement, NSC, CSC, GNT, and HCUSC agree as follows:

1. The Merger.

Subject to the terms and conditions of this Agreement, at the effective time (as defined in Section 3), NSC, CSC, and GNT shall be merged with and into HCUSC in accordance with this Agreement and the separate corporate existence of NSC, CSC, and GNT shall thereupon cease (the "Merger"). HCUSC shall be the surviving corporation in the Merger (sometimes referred to as the "Surviving Corporation"). The Merger shall have the effect set forth under the applicable provisions of the Florida Not for Profit Corporation Act.

2. The Closing.

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place following satisfaction of all of the conditions set forth in Section 8, on a date (the "Closing Date") and at a place to be specified by the Parties. The Parties agree that the Closing Date will, if necessary to avoid conflict with Florida Youth Soccer Association approval or sanction for competitive teams competing in the 2000-2001 competitive soccer season, be delayed until all CSC and NSC competitive teams have completed competition in the 2000-2001 soccer season.

3. Effective Time.

If all the conditions to the Merger set forth in Section 8 shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 9, the parties hereto shall cause Articles of Merger to be properly executed and filed in accordance with the relevant provisions of the Florida

Not for Profit Corporation Act on the Closing Date. The Merger shall become effective at the time of filing the Articles of Merger with the Secretary of State of Florida.

4. Articles of Incorporation and Bylaws.

The Articles of Incorporation of HCUSC in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with applicable law. The Bylaws of HCUSC in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation, until duly amended in accordance with applicable law.

5. Directors and Officers.

The Directors of HCUSC and the officers of HCUSC immediately prior to the Effective Time shall be the Directors and Officers of the surviving corporation as of the Effective Time, and until their successors are duly appointed or elected in accordance with applicable law.

6. Representations and Warranties.

NSC, CSC, GNT, and HCUSC hereby represent and warrant to each other that as of the date hereof, each party is a corporation duly organized, validly existing, and in good standing under the laws of the state of Florida, and has all requisite corporate power and authority to execute and deliver this Agreement, and holds all licenses, permits, and other required authorizations from governmental authorities necessary to conduct its operations as they now are being conducted. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby will be duly authorized and approved by all necessary corporate action. This Agreement, when executed, will constitute the legal, valid, and binding obligation of NSC, CSC, GNT, and HCUSC, enforceable against each in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws. There are no claims, lawsuits, actions, arbitrations, administrative or other proceedings, governmental investigations or inquiries pending or threatened against NSC, CSC, GNT, or HCUSC affecting the performance by the parties of this Agreement. No representation or warranty made herein by the parties, nor in any statement, certificate, or instrument to be furnished by any of the parties to any of the other parties contains or will contain any untrue statement of material fact or omits or will omit any statement of material fact necessary to make these statements contained herein and therein not misleading.

7. Additional Covenants and Agreements.

(a) Access to Information.

From the date hereof to the Closing Date, HCUSC shall afford to NSC, CSC, and GNT, and their counsel and other representatives full access to all of the books and records of HCUSC and shall furnish NSC, CSC, and GNT such information concerning the business of HCUSC as NSC, CSC, and GNT may reasonably request.

(b) Positive Covenants of NSC, CSC, and GNT.

During the period from the date of this Agreement to the Closing Date, NSC, CSC, and GNT will continue to operate in their usual, regular, and ordinary course of business, consistent with past practices, and will maintain their assets in their present condition, ordinary wear and tear excepted, will comply with all laws and regulations of governmental agencies or authorities, and will operate in a manner necessary to maintain their reputations and the goodwill of their members and others having business relations with them, and to keep in force all licenses, permits, and leases necessary to the operation of their soccer clubs as now conducted.

(c) Negative Covenants of NSC, CSC, and GNT.

During the period from the date of this Agreement to the Closing Date, NSC, CSC, and GNT shall not, without the prior written consent of each of the others, and unless otherwise expressly permitted herein:

(i) Enter into, renew, amend, breach or terminate any contract or agreement to which it is a party other than in the ordinary course of business;

(ii) Incur any additional debt obligation or other obligation for borrowed money in excess of an aggregate of \$3,000.00, or impose, or suffer the imposition, on any asset of NSC, CSC, or GNT of any lien, or permit any such lien to exist;

(iii) Except in the ordinary course of business (and, even if in the ordinary course of business, then not in an amount to exceed \$10,000.00 in the aggregate) make or commit to make any capital expenditure, or enter into any lease of capital equipment as lessee or lessors;

(iv) Make any loan, or increase the aggregate amount of any loan currently outstanding to any person;

(v) Engage in any transaction other than in the ordinary course of business consistent with past practice;

(vi) Commence any litigation other than in accordance with past practice, or settle any litigation involving any liability of NSC, CSC, or GNT for material money damages or restrictions upon the operations of NSC, CSC, or GNT;

(vii) Fail to deliver to each of the other parties to this agreement any notice or other information regarding pending or threatened litigation in respect of the operations of NSC, CSC, or GNT;

(viii) Fail to take, or permit any action, the result of which would be to make any representation or warranty of Section 6 untrue, or prevent the satisfaction of any conditions set forth in Section 8;

(d) Notice of Adverse Change.

NSC, CSC, and GNT will advise each other in writing of any material adverse change in the assets, the business, financial condition or prospects of any of the parties to this Agreement from the date of this Agreement to the Closing Date.

(e) Best Efforts.

NSC, CSC, and GNT will use their best efforts to take all action and to do all things necessary, proper, or advisable to consummate the transactions contemplated by this agreement. NSC, CSC, and GNT will use their best efforts to secure all consents and approvals required to carry out the transactions contemplated by this Agreement and to satisfy all other conditions to the obligations of the parties hereunder.

(f) Establishment of Capital Improvement Fund

The parties agree that at closing, all funds shall be transferred to HCUSC and that any funds in excess of \$5,000.00 per club shall be held in a capital improvement fund and used exclusively for making capital improvements or purchasing capital items.

8. Conditions to the Obligation of NSC, CSC, GNT, and HCUSC to Effect the Merger.

The obligation of the parties to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of all of the following conditions:

(a) Representations and Warranties.

The representations and warranties of the parties set forth herein in Section 6 above shall be true and correct in all material respects as of the Closing Date with the same effect as though made on and as of such date.

(b) Approval by Members of NSC, CSC, and GNT.

At or prior to the Closing Date, the members of NSC, CSC, and GNT entitled to vote on a plan of merger will, as to each such merging corporation, have

approved this Agreement and Plan of Merger at a meeting of the members of each such merging corporation or in such other fashion as may be permitted by the articles of incorporation and bylaws of each merging corporation. If any one or more of NSC, CSC, or GNT shall fail to obtain the requisite vote of its members to approve this Agreement and Plan of Merger by June 1, 2000, then and in such event, the Agreement shall be null and void and of no further force and effect.

(c) Lease of Soccer Fields at South Mobley Road.

At or prior to the Closing Date, the Hillsborough County Recreation Department or such other governmental entity or authority duly authorized to enter into a lease or operating agreement concerning county soccer fields shall have constructed and leased to HCUSC the soccer fields or soccer complex to be built at South Mobley Road in Hillsborough County, Florida. If for any reason the soccer fields or soccer complex are not constructed by January 1, 2002, or the appropriate County governmental body or authority refuses to lease the soccer fields or soccer complex to HCUSC, or an acceptable lease cannot be agreed to between HCUSC and the appropriate Hillsborough County authorities by January 1, 2002, this Agreement and Plan of Merger will be null and void and NSC, CSC, and GNT shall remain separate entities.

(d) No Injunction, Etc.

No action, proceeding, investigation or legislation shall have been instituted before any court, governmental agency or legislative body to enjoin, restrain, prohibit, or obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated hereby, or which is related to or arises out of the business or operations of NSC, CSC, GNT, or HCUSC, if such action, proceeding, investigation, or legislation, in the reasonable judgment of NSC, CSC, GNT, or HCUSC would make it inadvisable to consummate such transactions.

(e) Resolutions.

NSC, CSC, and GNT shall deliver resolutions of their Boards of Directors, in form and substance reasonably satisfactory to each of the other entities, approving the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, certified by an appropriate officer of each merging entity, as well as evidence in a form reasonably satisfactory to each of the merging entities, that this Agreement and Plan of Merger has been approved by the requisite vote of the membership of each merging entity.

9. Termination.

This Agreement may be terminated at any time prior to the Closing Date by the unanimous written consent of all of the merging entities, HCUSC, NSC, CSC, and GNT.

Alternatively, if any of the conditions set forth in Section 8 have not been satisfied by January 1, 2002, this Agreement will be automatically terminated. In the event this Agreement is terminated in accordance with this Section 9, this Agreement shall become void and of no further force or effect. In no event, however, may this Agreement be terminated in any other fashion after having been approved by the members of NSC, CSC, and GNT in accordance with Section 8(b).

10. Notices.

All notices, requests, consents, and other communications hereunder shall be in writing and shall be personally delivered, mailed by first class certified mail, postage prepaid, return receipt requested, delivered by an overnight courier service, delivery charge prepaid or faxed: (a) if to NSC to: 265-9849; if to CSC to: 228-7710; if to GNT to: 286-4168.

11. Miscellaneous.

(a) Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties and supercedes and cancels any prior agreement and understandings related to the subject matter hereof, whether written or oral. Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated, except in writing signed by the parties hereto.

(b) Severability.

Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or enforceable and shall not be rendered ineffective.

(c) Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.

(d) Further Assurances.

Each party covenants that at any time, and from time to time, it will execute such additional instruments and take such actions as may be reasonably requested by the other parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

(d) Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and date first above written.

NORTHDALÉ SOCCER CLUB, INC.

By: 

Its: PRESIDENT

CARROLLWOOD SOCCER ASSOCIATION, INC.,
d/b/a CARROLLWOOD SOCCER CLUB

By: 

Its: PRESIDENT

FOREST HILLS YOUTH SOCCER LEAGUE, INC. d/b/a
GREATER NORTH TAMPA SOCCER CLUB

By: 

Its: PRESIDENT

HILLSBOROUGH COUNTY UNITED S.C., INC.

By: 

Its: PRESIDENT