

A460705

State
of
California
SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

MAY - 5 1995



Bill Jones

Secretary of State

MAY - 1 1995

BILL JONES, Secretary of State

AGREEMENT OF MERGER

This agreement of merger (this "Agreement"), dated as of April 28, 1995, is between Industrial League of Orange County ("Survivor") and Orange County Chamber of Commerce ("Disappearing Corporation"), hereinafter sometimes referred to collectively as the "Constituent Corporations."

R E C I T A L S

A. Survivor is a California nonprofit mutual benefit corporation with the following classes of memberships and numbers of members:

Class One:	64
Class Two:	136
Class Three:	170
Class Four:	455

B. Disappearing Corporation is a California nonprofit mutual benefit corporation with 1094 members of a single class.

C. The parties intend by this Agreement to set forth the terms and conditions of a merger (the "Merger"), subject to approvals as required by law and by the articles and bylaws of the parties respectively.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Merger. It is agreed by the parties that on the Effective Date, as determined under the provisions of Section 6 of this Agreement, Disappearing Corporation shall be merged into Survivor, the corporate existence of Survivor shall continue, and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, existence, purposes, powers, rights, and immunities of Disappearing Corporation shall be merged into and vested in Survivor, and, except as otherwise provided in this Agreement, the corporate identity, existence, purposes, powers, rights, and immunities of Survivor shall continue unaffected and unimpaired by the Merger.

2. Succession. Effective as of the Effective Date, Survivor shall succeed to all of Disappearing Corporation's rights and properties and be subject to all of

Disappearing Corporation's debts, liabilities, and trust obligations in the same manner as if Survivor had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the Constituent Corporations shall be preserved unimpaired, provided that such liens and trust obligations, if any, on the property of Disappearing Corporation shall be limited to the property affected thereby immediately prior to the Effective Date.

3. Amendment of Articles and Bylaws.

(a) Article I of Survivor's articles of incorporation shall be amended effective as of the Effective Date, to read as follows:

"The name of this corporation is
Orange County Business Council."

(b) Survivor's bylaws as in effect immediately preceding the Effective Date shall be and remain its bylaws until amended or repealed as provided by law.

4. Directors. Effective as of the Effective Date, Survivor's directors shall consist of the persons set forth on Exhibit A to this Agreement, who shall serve for the terms designated on Exhibit A; provided, however, that such persons, positions and terms shall be subject to change pursuant to Survivor's bylaws.

5. Effect of Merger on Memberships. The memberships in Survivor shall not be changed or converted as a result of the Merger but shall remain outstanding memberships in Survivor. Effective as of the Effective Date, each membership of Disappearing Corporation shall be converted into one membership in Survivor, except that those members which prior to the Effective Date were members of both of the Constituent Corporations shall upon the Effective Date have one membership in Survivor.

6. Effective Date. The Merger is subject to receipt of the approval of any person or persons required by law or by the articles or bylaws of Survivor or Disappearing Corporation or needed to gain or maintain Survivor's tax-exempt status. If such approval or approvals are not obtained, this Agreement is to be terminated as provided herein. When all applicable laws have been complied with and all necessary authorizations, approvals, or consents have been received, a copy of this Agreement, together with

an officer's certificate of each Constituent Corporation, shall be submitted by Survivor to the California Secretary of State for filing. The Merger shall become effective on the date of filing. The date on which the Merger becomes effective is referred to in this Agreement as the "Effective Date."

7. Interim Provisions. Between the date of this Agreement and the Effective Date or date of termination pursuant to Section 8 hereof, neither Survivor nor Disappearing Corporation shall, without the prior written consent of the other, (a) engage in any activity or transaction other than in the ordinary course of its affairs, except as contemplated by this Agreement, or (b) issue or cancel any of its memberships.

8. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date (a) by the mutual consent of the respective board of directors of the Constituent Corporations; or (b) if in the opinion of the board of directors of either of the Constituent Corporations, evidenced by a certified copy of resolutions of that board filed with the other party to this Agreement, the Merger is impractical or undesirable because of any of the following facts or circumstances: (i) any material and adverse change in the other party's activities, holdings, or financial position or (ii) inability to obtain necessary approvals of the Merger. In the event of termination as provided in this paragraph, neither of the Constituent Corporations or their respective boards of directors or members shall be liable to the other or its board of directors or members for such termination or the reasons therefor.

9. Amendments to Agreement. Amendments to this Agreement may be made only in writing and only by the boards of directors of the Constituent Corporations, except that any amendment that would change any of the principal terms of this Agreement must be approved by the members of the Constituent Corporations in the same manner as this Agreement originally was approved.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter.

12. Further Assurances. On request by Survivor, Disappearing Corporation shall from time to time execute and deliver any documents and instruments and take any actions desirable or necessary to vest in Survivor the title to and possession of all rights, properties, assets, trusts, and business of Disappearing Corporation, or otherwise to carry out the full intent and purpose of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

"Survivor"

INDUSTRIAL LEAGUE OF ORANGE COUNTY

By: Todd B. Nicholson
Todd B. Nicholson, President

By: Judith L. Sweeney
Judith L. Sweeney, Secretary

"Disappearing Corporation"

ORANGE COUNTY CHAMBER OF COMMERCE

By: Wayne D. Wedin
Wayne D. Wedin, Chairman of the Board

By: Kenneth Moore
Kenneth Moore, Secretary

EXHIBIT A

DIRECTORS

Todd Nicholson (Ex Officio)

Terms Expiring December 31, 1995

Dennis Aigner
Dick P. Allen
Robert Bein
Lynn Kirchmann Biggs
Edgar S. Brower
Jack M. Callahan
Helen T. Cameron
Craig D. Collette
Robert S. Divine
Lawrence C. Eisele, Jr.
Roger E. Embrey
Richard C. Holmgren
George W. Kessinger
Aaron L. Lovejoy
Peter R. McDonald
H. Fred Mickelson
David L. Myers
J. Fernando Niebla
Loren C. Pannier
Thomas J. Sosnowski
Thomas J. Tyson
Ernesto M. Vasquez
W. Scott Walker
Tom Wilck

Terms Expiring December 31, 1996

Stephen K. Bone
Roy J. Brown
Monica Florian
William A. Furniss
Joan Gladstone
Charles A. Haggerty
Stephen L. Hayes
Randy J. Johnson
Judith A. Legan
Robert J. Mandala
Leland Oliver
Richard Reisman
Hal Rosoff
Harold S. Schultz
D. Van Skilling

Terms Expiring December 31, 1996 (Continued)

Edward H. Sondker
Judith L. Sweeney
Haydee V. Tillotson
Wayne D. Wedin
Daniel K. Winton

Terms Expiring December 31, 1997

Robert M. Anderson
Jonathan D. Blum
P. Anthony Burnham
W. S. (Shelly) Buttrill
Lynda Cook
Norman L. Doerges
Pablo A. Gonzales
Richard A. Hamill
Carol A. Hoffman
Edwin C. Laird
Henry N. Lange
Thomas P. Merrick
Wayne F. Miller
Donald E. Moe
Thomas H. Nielsen
Dan Reeder
John R. Schueler
Tanya Thomas

CERTIFICATE OF MERGER

Todd B. Nicholson and Judith L. Sweeney certify that:

1. They are the president and the secretary, respectively, of Industrial League of Orange County, a California nonprofit mutual benefit corporation (the "Corporation").

2. The Agreement of Merger in the form attached hereto has been approved by the Corporation's board of directors.

3. The total number of the Corporation's memberships entitled to vote on the merger are as follows:

Class One:	64
Class Two:	136
Class Three:	170
Class Four:	455


4. The principal terms of the Agreement of Merger in the form attached hereto have been approved by the required vote of the Corporation's members.

Each of the undersigned certifies under penalty of perjury under the laws of the State of California that he or she has read this Certificate of Merger and knows the contents thereof, and that the statements therein are true and correct.

Dated: April 28, 1995



Todd B. Nicholson, President



Judith L. Sweeney, Secretary

CERTIFICATE OF MERGER

Wayne D. Wedin and Kenneth Moore certify that:

1. They are the chairman of the board of directors and the secretary, respectively, of Orange County Chamber of Commerce, a California nonprofit mutual benefit corporation (the "Corporation").

2. The Agreement of Merger in the form attached hereto has been approved by the Corporation's board of directors.

3. The total number of the Corporation's memberships entitled to vote on the merger is 1094 of a single class.

4. The principal terms of the Agreement of Merger in the form attached hereto have been approved by the required vote of the Corporation's members.

Each of the undersigned certifies under penalty of perjury under the laws of the State of California that he has read this Certificate of Merger and knows the contents thereof, and that the statements therein are true and correct.

Dated: April 28, 1995



Wayne D. Wedin, Chairman of
the Board



Kenneth Moore, Secretary

State
of
California

SECRETARY OF STATE

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That on the 17th day of November, 19 70,

ORANGE COUNTY BUSINESS COUNCIL

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this 26th day of February, 1996



Bill Jones
BILL JONES
Secretary of State