

PLAN AND AGREEMENT TO MERGE

THIS PLAN OF MERGER is made this __ day of _____, 2008, by and between the Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc., all New York nonprofit corporations.

1. The respective boards of directors of each of the councils mentioned above deem it advisable to merge into a single corporation as hereinafter specified. Each of the corporations is recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is a nonprofit corporation with members.

2. The names and states of incorporation of each constituent corporation are:

<u>Name</u>	<u>State of Incorporation</u>
Girl Scouts of Genesee Valley, Inc.	New York
Girl Scouts of Niagara County, Inc.	New York
Girl Scout Council of Buffalo and Erie County, Inc.	New York
Girl Scouts of Southwestern New York, Inc.	New York

3. The terms and conditions of the merger are as follows:

(a) The 1st day of July, 2008 at 12:01 a.m., shall be the Effective Date.

(b) Upon the Effective Date, Girl Scouts of Genesee Valley, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc., and shall be merged into Girl Scouts of Niagara County, Inc. and Girl Scouts of Niagara County, Inc. shall be the surviving corporation. The merger shall in all respects have the effect provided for a statutory merger of nonprofit corporations under the laws of the State of New York

(c) On and after the Effective Date, the surviving corporation shall change its name to "Girl Scouts of Western New York, Inc." The surviving corporation is referred to hereinafter as "Girl Scouts of Western New York."

(d) On and after the Effective Date, the Certificate of Incorporation of Girl Scouts of Niagara County, as amended and restated, shall be and remain the Certificate of Incorporation of Girl Scouts of Western New York. On or immediately after the Effective Date, the Certificate of Incorporation of Girl Scouts of Western New York shall be amended, as necessary, to conform to the provisions of this Plan of Merger and the bylaws of Girl Scouts of Western New York attached hereto as Exhibit A.

(e) On and after the Effective Date, the bylaws of Girl Scouts of Niagara County shall be amended, and the bylaws attached hereto as Exhibit B shall become the bylaws of Girl Scouts of Western New York.

(f) As of the Effective Date, the number of directors which shall constitute the entire board of Girl Scouts of Western New York shall be twenty (20) members. On and

after the Effective Date, the individuals who will serve as the initial directors, officers and Board Development Committee of Girl Scouts of Western New York shall be as designated in Exhibit C. The individuals so designated shall become the directors of Girl Scouts of Western New York as of the Effective Date, and any existing directors of the constituent corporations who are not so designated shall be deemed to have resigned. The initial members shall be appointed to staggered terms in which approximately one third (1/3) of the terms of members shall end in each of the next three years.

(g) Prior to the Effective Date, the Council Realignment Committee (CRC) currently in place that represents all the constituent corporations to this Agreement will conduct a search process to find candidates for a new Chief Executive Officer of Girl Scouts of Western New York. The CRC shall retain and offer a contract for that position. Payment of the salary and benefits of a new Chief Executive Officer shall be shared by all constituent corporations to this Agreement if a candidate is agreed upon and hired prior to the Effective Date. Such contract shall be considered binding on the Board of Directors of Girl Scouts of Western New York upon and after the Effective Date.

(h) Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc., shall take all necessary or appropriate action in order to effectuate the merger. At any time after the Effective Date, in the event that Girl Scouts of Western New York shall consider any assignments, conveyances, assurances, or other acts to be necessary or desirable in order to carry out the provisions hereof, the successor responsible persons of Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. shall execute and deliver any and all documents and do all things necessary or proper to carry out the provisions hereof.

(i) There are members of Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. and on and after the Effective Date, Girl Scouts of Western New York will remain a membership corporation.

(j) Upon the Effective Date:

(i) Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. will merge into Girl Scouts of Niagara County, the survivor corporation, whose name shall be changed to Girl Scouts of Western New York and the separate existence of those corporations will cease.

(ii) Title to all real estate and other property owned by Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. is transferred to and vested in Girl Scouts of Western New York without reversion or impairment; and such transfer to and vesting in Girl Scouts of Western New

York shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger by law or by express provision in any contract, agreement, decree, order, or other instrument to which Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and/or Girl Scouts of Southwestern New York, Inc. is a party or by which they are bound.

- (iii) Girl Scouts of Western New York is intended to and shall succeed to the rights of Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. to any gifts or bequests and all other sources of income.
- (iv) All funds held by Girl Scouts of Western New York which are attributable to Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and/or Girl Scouts of Southwestern New York, Inc. will continue to be used in conformity with the express written intent of the donors of such funds, if any such intent has been so expressed.
- (v) Girl Scouts of Western New York will assume all liabilities of Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc.
- (vi) A proceeding pending by or against Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and/or Girl Scouts of Southwestern New York, Inc. may be continued as if the merger did not occur or Girl Scouts of Western New York may be substituted in the proceeding for the corporation whose existence ceased.
- (vii) Girl Scouts of Western New York shall continue, as appropriate, the charitable work currently being performed, pursuant to the authorized purposes, by Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc.
- (viii) No member of the board of directors of Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. shall receive or keep anything of

monetary value owned by the former divisions as a result of the merger.

4. This Plan of Merger either has been or shall be approved by Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. in the manner provided by the applicable laws of the State of New York, and in accordance with their respective Certificate of Incorporation and Bylaws.

5. After approval by Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. in accordance with the manner set forth above, a Certificate of Merger shall be filed as required by the laws of the State of New York.

6. At any time prior to filing the Certificate of Merger, the respective boards of directors Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. are authorized to amend this Plan of Merger as permitted by law or to abandon this Plan of Merger. Non-substantive modifications to the Plan may be made by the Officers of Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and/or Girl Scouts of Southwestern New York, Inc. in order to effect the merger as intended.

7. Girl Scouts of Genesee Valley, Inc., Girl Scouts of Niagara County, Inc., Girl Scout Council of Buffalo and Erie County, Inc. and Girl Scouts of Southwestern New York, Inc. authorize the CRC and or committees formed by the CRC to proceed with the integration of programs activities and service prior to the effective date if deemed necessary and appropriate for the furthering of the mission activities of the constituent corporations.

8. All the properties buildings, offices and service centers of the constituent corporations to this agreement shall be in existence upon the Effective Date. All such properties shall be transferred to the Girl Scouts of Western New York for the use of all the Girl Scouts in the combined jurisdictions. As part of its strategic responsibility, the Board of Directors of the Girls Scouts of Western New York will evaluate all the properties and service centers to determine what will best serve all the girls in the newly defined jurisdiction.

9. The corporate address of the Girl Scouts of Western New York shall be: 500 Cambria Road, Lockport, New York 14094.