



STATE OF INDIANA

OFFICE OF THE SECRETARY OF STATE

SECRETARY OF STATE

To Whom These Presents Come, Greeting:

WHEREAS, there have been presented to me at this office, Articles of Consolidation in triplicate, whereby the

CENTRAL INDIANA COUNCIL OF BOY SCOUTS OF AMERICA, INC. 4060-095 08

is consolidated with the

WHITEWATER VALLEY COUNCIL, INC. BOY SCOUTS OF AMERICA 4092-011 07

and

DELAWARE COUNTY COUNCIL OF BOY SCOUTS OF AMERICA, INC. 2803-059 04

and

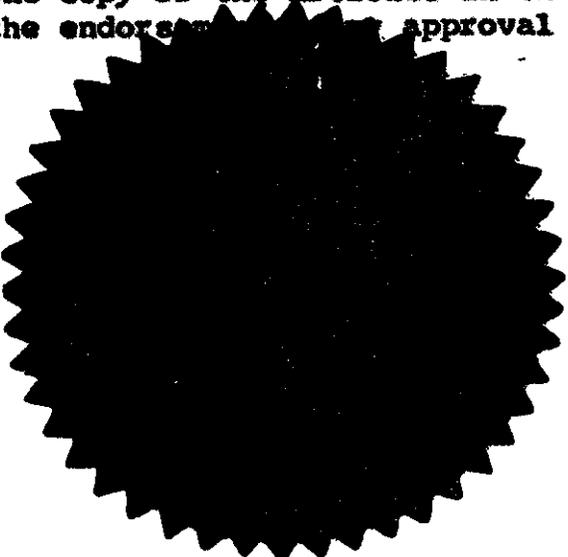
KIKTHAWENUND COUNCIL, BOY SCOUTS OF AMERICA, INC. 4001-082 89

which new Corporation by said Articles of Consolidation shall hereinafter be designated as the

CROSSROADS OF AMERICA COUNCIL, BOY SCOUTS OF AMERICA, INC. 7209-18808

Said Articles of Consolidation having been prepared and signed in accordance with "An Act concerning domestic and foreign corporations not for profit, providing for fees, providing penalties for the violation thereof, and repealing certain laws", approved March 7, 1935, and Acts supplemental thereto.

NOW, THEREFORE, I hereby certify that I have this day endorsed my approval upon the triplicate copies of Articles so presented and having received the fees required by law in the sum of \$13.00, have filed one copy of the articles in this office and returned two copies bearing the endorsement of my approval to the corporation.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 8th day of

September 72, 19

Larry A. Conrad Secretary of State,

By Deputy

ARTICLES OF CONSOLIDATION
of

the Signatory Corporations, Central Indiana Council of Boy Scouts of America, Inc. (hereinafter referred to as "Central"); Whitewater Valley Council, Inc. Boy Scouts of America (hereinafter referred to as "Whitewater"); Delaware County Council of Boy Scouts of America, Inc. (hereinafter referred to as "Delaware"); and Kikthawenund Council, Boy Scouts of America, Inc. (hereinafter referred to as "Kikthawenund"); all organized and/or recognized under "The Indiana General Not-for-Profit Corporation Act", into "CROSSROADS OF AMERICA COUNCIL, BOY SCOUTS OF AMERICA, INC.", and hereinafter referred to as the "Corporation".

I. The agreement for consolidation is as follows:

SEE EXHIBIT A

II. With respect to the new corporation the Articles of Incorporation by which it shall be governed are:

SEE EXHIBIT B

APPROVED
AND
FILED

SEP 8 1972


SECRETARY OF
STATE OF INDIANA

AGREEMENT FOR CONSOLIDATION

This Agreement entered into February 17, 1972, by and between Central Indiana Council of Boy Scouts of America, Inc. (hereinafter referred to as "Central"); Whitewater Valley Council, Inc. Boy Scouts of America (hereinafter referred to as "Whitewater"); Delaware County Council of Boy Scouts of America, Inc. (hereinafter referred to as "Delaware"); and Kikthawenund Council, Boy Scouts of America, Inc. (hereinafter referred to as "Kikthawenund"). All of the parties are corporations not for profit duly organized and existing under the laws of the State of Indiana.

The parties hereto desire to consolidate their respective corporations into a single new corporation.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Subject to compliance with the terms and conditions of this Agreement and the laws of the State of Indiana, the corporations party hereto agree that they shall be consolidated into a single new corporation, which shall be a corporation not-for-profit, duly organized under the Indiana Not-For-Profit Corporation Act of 1971. (Acts 1971 P.L. 364 Section 1 et seq.; I.C. 1971, 23-7-1.1-1).

2. The consolidated corporation (new corporation) shall be known as "Crossroads of America Council, Boy Scouts of America, Inc.". Its Articles of Incorporation shall contain the provisions of and be in the form attached hereto as Exhibit A and by this reference made a part hereof. The By-Laws of the new corporation shall contain the provisions of and be in the form attached hereto as Exhibit B and by this reference made a part hereof.

3. The parties hereto shall submit this Agreement for Consolidation to its members as provided by the laws of the State of Indiana on or before March 31, 1972 and upon receiving the affirmative vote required by law shall be submitted to the Board of Directors or other governing body for reapproval not later than April 30, 1972. If this Agreement is duly approved by the affirmative votes of the members of the corporate parties hereto as required by law and is thereafter reapproved by the Boards of Directors or other governing

bodies of the parties; and is not terminated as provided in Sections 9 or 10 hereof, the Articles of Incorporation (Exhibit A) shall be executed by the proper Officers of the corporate parties and filed and recorded as required by the laws of the State of Indiana.

4. From and after the filing of the Articles of Incorporation pursuant to this Agreement and as provided by law, the separate existence of the parties hereto shall cease except as to the new corporation into which the parties are consolidated. The new corporation shall have all the rights, privileges, immunities, and powers and shall be subject to all of the duties and liabilities of a corporation-not-for-profit organized under the Indiana-Not-For-Profit Corporation Act of 1971.

The new corporation shall then possess all the rights, privileges, immunities, powers and franchises of a public as well as a private nature of each of the corporations so consolidated; and all property, real, personal and mixed, and all debts due on whatever account and all other choses in action and all and every other interest, of or belonging to or due to each of the corporations so consolidated shall be taken and deemed to be transferred to and vested in the single corporation without further act or deed; and the title to any real estate; or any interest therein vested in any of the corporations under the laws of this state shall not revert or be in any way impaired by the reason of such merger or consolidation.

The new corporation shall henceforth be responsible and liable for all the liabilities and obligations of each of the corporations so consolidated in the same manner and to the same extent as if such single corporation had itself incurred the same or contracted therefor; and any claim existing or action or proceeding pending by or against any of the corporations may be prosecuted to judgment as if the consolidation had not taken place, or such single corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any of the corporations shall be impaired by the consolidation, but the liens shall be limited to the property upon which there were liens immediately prior to the time of the consolidation, unless otherwise provided in the Agreement.

5. On or prior to March 1, 1972, the parties shall, unless this Agreement shall have been terminated prior to March 1, 1972, deliver to one another the following documents and information:

(a) A complete statement of financial condition as of a date not more than ninety (90) days prior to the effective date disclosing fully and accurately the financial condition of the corporate party submitting such statement.

Such statement shall include, but not be limited to disclosing the size and location of all cash accounts, receivables, pledges and anticipated revenues of every kind, accounts payable, anticipated expenses, capital funds, foundation funds (footnoted to reflect the general tenor of any restrictions on use), all physical properties and encumbrances, if any, thereon.

(b) A complete inventory of all tangible and intangible personal property of whatever kind or character, including but not limited to, machinery, automotive equipment, supplies, live stock or animals of whatever kind, books, training materials, furniture and fixtures. Such inventory shall show where all such properties are located.

(c) A complete statement of all real property owned by corporate party including the legal description thereof and a description of the improvements thereon as well as a statement of all encumbrances, if any, thereon and any restrictions regarding the use of same or limitations on title to which such real estate is subject.

(d) A description of all books and records maintained by the corporate party and their location.

(e) A full and complete list of all members of the corporation and its Officers, staff members, employees and Board Members.

(f) A full and complete list of all active units, scouts, cubs and explorers, their volunteer leaders, troop committees, memberships, advancement status and all other data pertinent to the administration of such units.

(g) A list of all insurance coverages owned by each party.

- (h) A statement of any litigation or proceedings before any court or governmental agency, pending, threatened or anticipated to which each is a party.
- (i) A statement of all leases to which each is a party.
- (j) A statement of all hold harmless agreements, assumption of liability undertakings or similar commitments to which each is a party.
- (k) A statement of all employment or compensation contracts direct, indirect, deferred or fringe benefits with any employees and all outstanding agreements, warrants, rights or obligations to which each party is subject except as noted in the financial or other lists submitted pursuant to this section.
- (l) A list of all long term obligations not in the ordinary course of business including:
 - i) All contracts which will require more than one year to perform
 - ii) Employment contracts
 - iii) Supply contracts
 - iv) Mortgage obligations
 - v) Unsecured debt structure
- (m) A statement respecting all endowment funds including:
 - i) Restricted funds
 - ii) Unrestricted funds
 - iii) Nature of assets in fund
 - iv) Copies of endowment or trust fund documents underlying the fund.
- (n) Copies of the budgets for the year 1972 duly adopted by each party.

All of the foregoing statements, documents and data shall be given as of a date not earlier than December 31, 1971.

6. The parties covenant that:

- (a) The lists and documents delivered pursuant to Section 5 shall be true and accurate in all material respects and that each party has a good and indefeasible title to the properties listed therein except as may be noted, and that such lists do not omit any properties owned by the parties.
- (b) Each is a corporation-not-for-profit duly organized and

existing under the laws of the State of Indiana, and has done or performed no act which would impair its good standing as such corporation-not-for-profit.

(c) Except as disclosed in the statements delivered pursuant to Section 5, no party has, at the date of such statements, liabilities or obligations of any nature whether accrued, absolute, contingent or otherwise due or to become due.

(d) From and after the date of the Agreement until the effective date or until termination pursuant to Section 9 or 10, the parties shall conduct their affairs only in the ordinary course. No unfunded contractual engagements, other than in the ordinary course of business shall be entered into by the parties where \$5,000 or more is involved unless such contractual engagement shall have been submitted to and approved in writing, by all of the Presidents of the Boy Scout Councils who are parties to this Agreement. No employment contract shall be extended; nor shall the compensation of any employee be increased by more than 5.5% of his salary as of the date of this Agreement.

(e) The execution of this Agreement has been duly authorized by the appropriate governing body of each party signatory hereto; subject to the approval of the members of each party and reconfirmation by such governing body as required by law.

7. In effecting this Consolidation it is contemplated that in initiating the operation of the new corporation, the following principles will be adhered to. Notwithstanding this provision it is understood that nothing contained in this paragraph shall be construed as precluding the first or any subsequent Executive Board from making such management determinations as shall be calculated to achieve the objective of providing the finest in scouting experience for the greatest number of boys within the geographical boundaries of the new council:

(a) Offices. The Central Office of the new Council shall be located at (615 North Alabama Street), Indianapolis, Indiana. The offices of the existing Councils at Indianapolis, Anderson, Muncie and Hagerstown shall be maintained in order

to provide field services not less comprehensive than those presently being provided or at such new locations as shall most efficiently serve all geographical areas of the new Council.

(b) Camps and Camp Policy. All camps presently owned and operated by the constituent corporations shall be maintained and all camps within the newly formed Council shall be made available for all scouts, scouters, explorers and troops within the Council on an equitable basis as determined by the Executive Board upon the recommendation of the Camp Committee.

(c) It is contemplated that the organizational structure shall make possible full-time professional staff members in charge of such areas of interest as camping, finance, exploring, inner-city activities, program development, centralized purchasing, and advancement publications and training. The foregoing enumeration is descriptive and not intended to be inclusive or exclusive of all of the areas of concern in the new corporation.

(d) District Boundaries. At the outset the existing District Boundaries shall be maintained until such time as the Executive Board, after proper study and review, shall determine that changes are necessary or desirable.

8. On or prior to March 1, 1972, the Presidents of the Boy Scout Councils, who are parties to this Agreement, shall meet and select by mutual agreement the persons who are to serve as the first Board of Directors (Executive Board), the Resident Agent, the principal office of the corporation, the Officers of the Council, the Chief Scout Executive and such other staff and executive personnel as shall be reasonably necessary for the conduct of the affairs of the new corporation. The Board of Directors (Executive Board), the Resident Agent, and the principal office of the corporation selected as herein provided, shall be named in the Articles of Incorporation attached hereto as Exhibit A.

9. The "Effective Date" as that term is used herein shall mean the date upon which all the terms and conditions of this Agreement have been fully performed by the parties and the members and respective corporate Boards have approved the same as provided

by law, and all documents, certifications and acts required by law have been executed, filed, recorded and done. It is contemplated that the effective date shall be July 1, 1972, in no event shall such date be subsequent to September 30, 1972.

10. Any party may withdraw from this Agreement at any time prior to the date upon which its governing Board receives the report on the action taken by its membership and reapproves this Agreement. Upon reapproval, this Agreement shall be binding upon such party.

If any party shall fail to receive the legally required affirmative vote of its membership or if its governing Board shall fail to reapprove this Agreement, it shall terminate as to all parties.

Notwithstanding the failure of a party to procure the approval of its members or reapproval of its Board as required by law, two or more parties may proceed to carry out the terms of this Agreement thereby consolidating their respective corporations.

11. The consummation of this Agreement shall be subject to the following additional conditions:

(a) Notice of intent to consolidate shall have been given to and a written response received from the United Fund or other organizations providing not less than ten (10) percent of the financial support of each party, prior to the final approval of the plan of consolidation by the governing Boards of the parties.

(b) The Boy Scouts of America as chartered by the Congress of the United States shall have approved the Articles of Consolidation.

12. This Agreement shall not be assignable by any party hereto.

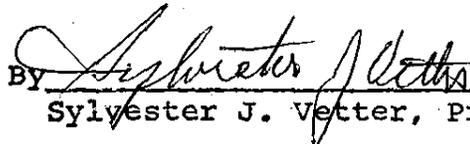
13. All notices and other communications hereunder shall be in writing and be deemed duly given if mailed first class mail postage prepaid to:

Executed the day, month and year first written above.

CENTRAL INDIANA COUNCIL OF
BOY SCOUTS OF AMERICA, INC.

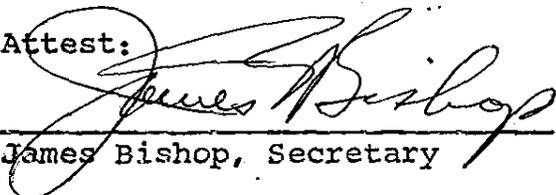
Attest:


Frank N. Chase, Secretary

BY 
Sylvester J. Vetter, President

WHITEWATER VALLEY COUNCIL, INC.
BOY SCOUTS OF AMERICA, INC.

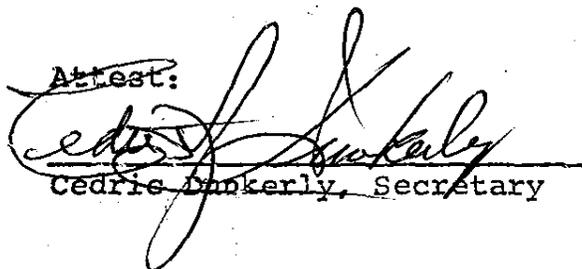
Attest:

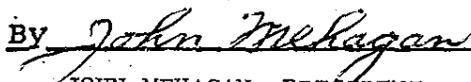

James Bishop, Secretary

BY 
Frank Pumerville, President

KIKTHAWENUND COUNCIL, BOY
SCOUTS OF AMERICA, INC.

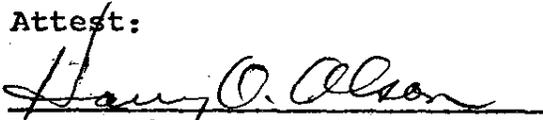
Attest:

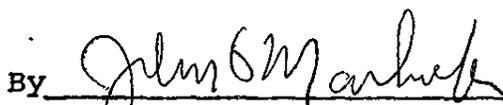

Cedric Dinkerly, Secretary

BY 
JOHN MEHAGAN, PRESIDENT

DELAWARE COUNTY COUNCIL OF
BOY SCOUTS OF AMERICA, INC.

Attest:


Harry Olson, Secretary

BY 
John Marhoefer, President

ARTICLES OF INCORPORATIONARTICLE I

The name of the corporation is Crossroads of America Council, Boy Scouts of America, Inc., hereinafter referred to as the "Corporation".

ARTICLE IIPurposes

The Corporation shall promote, within the territory covered by the Charter from time to time granted it by the Boy Scouts of America and in accordance with the Congressional Charter, By-Laws, policies and regulations of Boy Scouts of America, the scout program of promoting the ability of boys to do things for themselves and others, training them in Scoutcraft, and teaching them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by the Boy Scouts of America.

The Corporation shall have and may exercise (in a manner consistent with the Congressional Charter, By-Laws, policies and regulations of the Boy Scouts of America) all powers given to nonprofit corporations under the "Indiana Not-For-Profit Corporation Act of 1971 as amended or hereafter amended, and under the common law as may be necessary, convenient or expedient in order to accomplish the purposes set forth hereinabove, but subject to any limitation or restriction imposed by the "Indiana-Not-For-Profit Corporation Act of 1971 or by any other law, or by these Articles of Incorporation.

ARTICLE IIIDuration

The Corporation shall have perpetual existence but shall take such action as may be necessary to dissolve in the event of the revocation or termination of its charter from the Boy Scouts of America, a corporation organized under Act of Congress.

ARTICLE IV

Address

The Post Office address of its principal office is 615 North Alabama Street, Indianapolis, Indiana 46204.

ARTICLE V

Resident Agent

The name of the Corporation's Resident Agent is Max S. Norris.

ARTICLE VI

Address of Resident Agent

The Post Office address of its Resident Agent is 8899 Pickwick Drive, Indianapolis, Indiana 46260.

ARTICLE VII

Members

Section 1. Membership.

The corporate membership of the Corporation shall be composed of active members and may also include associate members, members of a Board of Governors, and honorary members; the Corporation membership shall be known and designated collectively as a Local Council of the Corporation. The active membership of the Local Council shall consist of institutional representatives and members at large. Institutional representatives shall represent institutions or groups of citizens sponsoring units. Each institution or group of citizens to which a Charter is granted by the Boy Scouts of America to sponsor one or more recognized Scout Units shall elect or appoint a representative, who shall be other than the Unit Leader or Assistant Unit Leader, as a member of the Local Council. Members at large and members of the Board of Governors of the Local Council shall include men chosen from various business, civic, educational, labor, professional, social and religious interests to the communities in the Corporation's territory. Members at large and members of the Board of Governors shall be voting members of the Council. The Local Council shall have no fewer than one hundred (100) active members. At all times institutional representatives shall constitute a majority of the active membership of the Local Council.

The active members of the Local Council may elect as associate members of the Local Council men desiring to maintain an active Scouter membership without assignment to active service. Associate members shall have no vote but may wear the uniform and insignia of laymen without office. The active members of the Local Council may elect as honorary members of the Local Council, persons whose election may further the Scout program. Honorary members shall have no vote.

Each active, associate, honorary member, or member of the Board of Governors, of the Corporation shall be a man twenty-one (21) years of age or over who (a) is a citizen of the United States or who has legally declared his intention to become a citizen of the United States, (b) has subscribed to the Scout Oath and Law and By-Laws of the Boy Scouts of America, (c) has been registered by the Boy Scouts of America in accordance with its By-Laws, and (d) otherwise meets all qualifications for membership from time to time established by the Boy Scouts of America.

ARTICLE VIII

Executive Board

The Executive Board of the Corporation shall be composed of the District Chairman and Committee Chairman of the Council, the Council Officers, together with not fewer than twenty-five (25) nor more than one hundred seventy-five (175) Regular Members who shall be elected in such manner as prescribed in the By-Laws of the Corporation.

All reference in these Articles and the By-Laws of the Corporation to the "Executive Board" shall be deemed to mean the same as "Board of Directors" respectively, as those words are used in the "Indiana Not-For-Profit-Corporation Act of 1971.

ARTICLE IX

First Board of Directors

The names and addresses of the persons who are to serve as the initial members of the Board of Directors of the Corporation until their successors are elected and qualified are:

INDIANAPOLIS

Michael J. Anthony
Co. Arhtur C. Ball
F. Leslie Barlet
Carl Beck
Jos. A. Borinstein
George L. Brandli
Robert W. Briggs, MD
Chester W. Browne, Jr.
Ivor J. Brownlee
Edwin L. Cassady
Stephen C. Cline
Raymond C. Coates
Glen P. Craig
Max S. Danner
John R. Dunigan
Milton W. Erdel, MD
Ottis T. Fitzwater
George D. Garrett
Don Golliher
Henry C. Goodrich
C. Perry Griffith
Vincent A. Haggerty

Robert D. Hammer
Earl B. Herr, MD
L. R. "Bob" Hiatt
Allen M. Hicks
A.F. "Bud" Hook
David W. Hoppock
Robert E. Houck
Edgar S. Joseph
Robert P. Joyce
Rev. R. W. Koenig
Alfred E. Kuerst
Andre B. Lacy
Frank Lambertus
A.D. "Skip" Lange
Wallace O. Lee
W. H. Linder
Carlos Mathis
Charles McDaniel
C. W. Mitchell
Robert G. Moorhead
D. A. Morrison, Jr.
Capt. W.O. Powell, Jr.

Eugene J. Popma
Frank L. Reissner
Trueman Rembusch
Robert H. Reynolds
Rev. John T. Ryan
William L. Schloss
W. J. Schuchmann
Dr. Gene E. Sease
Toby Skogland
Ainslie A. Slodden
Gerald E. Smith
J. Albert Smith, Jr.
John B. Smith
Richard A. Steele
John K. Sturman
W. J. Sullivan
Roland K. Swingley
Geo. F. Switzer
Maj.Gen. L.B. Taylor
S. J. Vetter
Harry V. Wade, Jr.
Wilbert Washington, MD
Frank J. Wemhoff
Ray L. Williams

ANDERSON

Wayne Adams
Wayne Aldred
James Baldwin, Sr.
Dick Carter
Roosevelt Carter
Meredith Church
Charles Clark
Philip S. Cooper
Eldon Crabtree
Darrell Ecker
James Eckman
William Evers
Everett Foust
W. Shirell Fox
Gordon France

William Frick
Richard Harrison
George Hawes
A. Wayne Johnson
Don Johnson
Fred Klause
Dr. Harold Linamen
Don McCart
Al McCollum
Ed McMahan
Dr. A. J. May
John Mehagan
Gene Moon
Richard Oyler
Howard Presser

Charles Shepherd
Robert Shoemaker
Fred Stark
Neil Stilwell
Myron Thomas
James E. Thompson
Don Tompkins
Robert U. Toms
Ed Upshaw
Roy Wheasler
Eldon Williams
John Zankl
Robert Zerkle
Ken Zinzer

HAGERSTOWN

Bob Beeson
Harry Bunger
Russell Cook
George Daly
Cliff Dickman
Paul Foulke
John R. Green
Jack Hart
Leonard Heath
Richard Hudelson
S. Jackson Hunt
Norman Johnson

Bertwin Keller
Roger Kerns
Max Kirkham
Fred Knotts, Jr.
Walter Lakoff
Paul Lingle
Mike Make
Gilbert Mangas
Lindley Mann
Arthur Martin
Ray Mendenhall
R. C. Myers

Miles Nolte
Lowell Patti
Frank Pumerville
Paul Routzahn
Richard Ryder
George Schick
Larry Simkin
Dean Spencer
Joe Snyder, Jr.
Charles Vogel
Cecil Wilson

MUNCIE

Paul Abel
Waldo F. Beebe
Thomas Bluemle
Luther A. Bradley
Donald Burris
Walter Burt
Geo. M. Butterfield
James Carrey
Jack Doland

William Duboc
Henry M. Harper, Jr.
Eugene Heath, Jr.
Jack Hertz
Robert E. Kersey
A. O. LaBerteaux
John Marhoefer
William Millard
E. Kenneth Parson

Sam Reed
John E. Reno
Robert J. Robbins
Peter Roesner
Ephriam Schreiber
D. J. Thielemann
Dr. Harvey C. Thomas
Ed Townsend
Paul E. Wearly
Charles Webb

ARTICLE X

Incorporators

The names and addresses of each incorporator are:

CENTRAL INDIANA COUNCIL OF BOY SCOUTS OF AMERICA, INC.
615 North Alabama Street
Indianapolis, Indiana 46204

WHITEWATER VALLEY COUNCIL, INC. BOY SCOUTS OF AMERICA, INC.
199 South Plum Street
Hagerstown, Indiana 47346

DELAWARE COUNTY COUNCIL OF BOY SCOUTS OF AMERICA, INC.
616 East Main Street
Muncie, Indiana 47302

KIKTHAWENUND COUNCIL, BOY SCOUTS OF AMERICA, INC.
1420 East 10th Street - Box 506
Anderson, Indiana 46015

ARTICLE XI

Statement of Property

The property of the Corporation upon its incorporation and its estimated value is:

Personal Property	\$ <u>518,641.00</u>
Real Property	\$ <u>1,022,489.00</u>
Cash & Intangible Property	\$ <u>187,103.00</u>
Total	\$ <u><u>1,728,233.00</u></u>

ARTICLE XII

Principles and Policies

The Corporation shall be operated as a nonprofit corporation exclusively for charitable and educational purposes within the meaning of Section 501 of the Internal Revenue Code of 1954, as from time to time amended.

The Corporation shall at all times maintain the principles and policies of the Boy Scouts of America, as set forth in detail in the By-Laws of the Boy Scouts of America, and its regulations, as set forth in official handbooks or as may be announced by the Boy Scouts of America from time to time, specifically restricting the leadership to those persons who are willing to subscribe to the declaration of principles therein set forth and to the Scout Oath and Law and who otherwise are qualified to receive certificates of leadership.

No gift or other contribution to the Corporation shall be accepted by the Corporation if the use or expenditure of such gift or other contribution is subject to any condition which is inconsistent with the purpose of the Corporation as stated herein.

ARTICLE XIII

Amendment

These Articles of Incorporation may be amended by the majority vote of the members having the right to vote at a duly called meeting of the members of the Corporation at which a quorum is present and of which at least twenty (20) days written notice has been given, the notice for which has been accompanied by the text of the proposed amendment or amendments, provided however, that no amendment to these Articles of Incorporation shall be effective unless it first (a) has been proposed by the Board of Directors, and (b) has been presented to and approved by an authorized official at the National Office of the Boy Scouts of America.

ARTICLE XIV

Dissolution

The property and assets of the Corporation are dedicated to the charitable and educational purposes of carrying out the program for the Boy Scouts of America. In the event of the dissolution or final liquidation of the Corporation or upon the revocation or termination of its Charter from the Boy Scouts of America, none of such property or assets or the proceeds therefrom shall inure to the benefit of any individual but shall, after all liabilities and obligations of the Corporation have been paid or satisfied or provision otherwise made therefore, be distributed (a) to another Local Council of the Boy Scouts of America as specified by the Boy Scouts of America to be used for charitable and educational purposes, or (b) in the absence of such specifications, to the Boy Scouts of America itself to be used for charitable and educational purposes, it being contemplated that in either instance such property and assets shall continue to be devoted to the furtherance of scouting in the Central part of the State of Indiana.

III. The names and addresses of each incorporator are:

CENTRAL INDIANA COUNCIL OF BOY SCOUTS OF AMERICA, INC.
615 North Alabama Street
Indianapolis, Indiana 46204

WHITEWATER VALLEY COUNCIL, INC. BOY SCOUTS OF AMERICA, INC.
199 South Plum Street
Hagerstown, Indiana 47346

DELAWARE COUNTY COUNCIL OF BOY SCOUTS OF AMERICA, INC.
616 East Main Street
Muncie, Indiana 47302

KIKTHAWENUND COUNCIL, BOY SCOUTS OF AMERICA, INC.
1420 East 10th Street - Box 506
Anderson, Indiana 46015

IV. The manner of adoption of the agreement for consolidation and the vote by which it was adopted by each of the said corporations follows:

The board of directors of each signatory corporation did by resolution in accordance with law, approve the foregoing agreement for consolidation upon the dates and upon the votes set forth below:

Name of Signatory Corporation	Date of Board Meeting	Vote	
		Yea	Nay
Central Indiana Council	Jan. 20, 1972	57	0
Kikthawenund Council	Jan. 5, 1972	36	1
Delaware County Council	Feb. 24, 1972	16	2
Whitewater Valley Council	Jan. 20, 1972	24	7

The approved agreement for consolidation was adopted by and upon receiving the affirmative vote of the members of each signatory corporations entitled to vote in respect thereof and each signatory corporation held a duly constituted meeting of its members as required by law and pursuant to notice duly given as follows:

Name of Signatory Corporation	Date of Meeting	Vote	
		Yea	Nay
Central Indiana Council	March 22, 1972	706	11
Kikthawenund Council	May 24, 1972	150	0
Delaware County Council	March 13, 1972	105	17
Whitewater Valley Council	March 22, 1972	112	8

Upon the adoption of the agreement for consolidation by the members of such consolidating corporations the agreement was again considered and approved by the vote of the members of the board of directors of each of the signatory corporations in accordance with law and said board of directors of each of the signatory corporations did authorize the execution thereof to be signed on behalf of each corporation by its president or vice-president and its secretary or assistant secretary and did authorize the affixing of the corporate seals of each such signatory corporations thereto, as follows:

Name of Signatory Corporation	Date of Meeting	Vote	
		Yea	Nay
Central Indiana Council	May 20, 1972	45	0
Kikthawenund Council	July 5, 1972	32	0
Delaware County Council	May 8, 1972	16	0
Whitewater Valley Council	April 20, 1972	17	0

Witness the signatures and seals of the corporations signatories hereto this Sixth (6) date of September, 1972.

CENTRAL INDIANA COUNCIL OF
BOY SCOUTS OF AMERICA, INC.

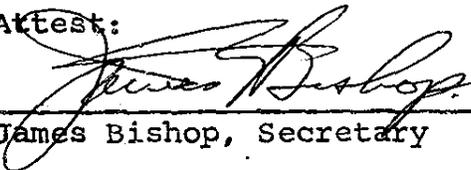
Attest:

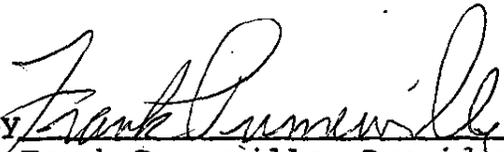

Frank N. Chase, Secretary

By 
Sylvester J. Vetter, President

WHITEWATER VALLEY COUNCIL, INC.
BOY SCOUTS OF AMERICA, INC.

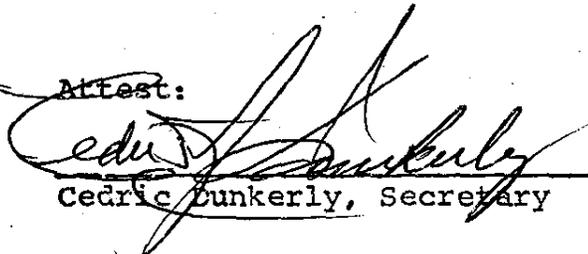
Attest:


James Bishop, Secretary

By 
Frank Pumerville, President

KIKTHAWENUND COUNCIL, BOY
SCOUTS OF AMERICA, INC.

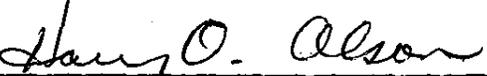
Attest:


Cedric Punkerly, Secretary

By 
JOHN MEHAGAN, PRESIDENT

DELAWARE COUNTY COUNCIL OF
BOY SCOUTS OF AMERICA, INC.

Attest:


Harry Olson, Secretary

By 
John Marhoefer, President

STATE OF INDIANA
COUNTY OF Tipton

Personally appeared before me, the undersigned notary public in
and for said County and State this 7th day of September, 1972,
Delaware County Council of Bar Agents of America Inc corporation
by John W. ... and Harry Olson its president
and its secretary, who made oath that such signature was duly authorized
in accordance with law and acknowledged its signature to the foregoing
agreement and articles of consolidation

Marilyn J. Parsons
Notary Public

My Commission expires MY COMMISSION EXPIRES
APRIL 30, 1973
MARILYN J. PARSONS

STATE OF INDIANA
COUNTY OF _____

Personally appeared before me, the undersigned notary public in
and for said County and State this _____ day of September, 1972
_____ corporation
by _____ its president
and its secretary, who made oath that such signature was duly authorized
in accordance with law and acknowledged its signature to the foregoing
agreement and articles of consolidation.

Notary Public

My commission expires _____

STATE OF INDIANA
COUNTY OF _____

Personally appeared before me, the undersigned notary public in
and for said County and State this _____ day of September, 1972,
_____ corporation
by _____ its president
and its secretary, who made oath that such signature was duly authorized
in accordance with law and acknowledged its signature to the foregoing
agreement and articles of consolidation.

Notary Public

My commission expires _____