

Division of Corporations

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858500

Florida Department of State

Division of Corporations

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

TESONE LAND COMPANY

Certificate of Status	0
Certified Copy	1
Page Count	09
Estimated Charge	\$78.75

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TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
Merger Sheet

MERGING:

TESONE DEVELOPMENT CORP., a Florida entity, H58208

INTO

TESONE LAND COMPANY, a Pennsylvania entity, 858500

File date: June 5, 2001

Corporate Specialist: Teresa Brown

FAX AUDIT NO.: H01000071513 5

ARTICLES OF MERGER
OF
TESONE DEVELOPMENT CORP.
(a Florida corporation)

INTO

TESONE LAND COMPANY
(a Pennsylvania corporation)

FILED
01 JUN -5 PM 4: 50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to §607.1105 of the Florida Business Corporation Act (the "Act"), Tesone Development Corp., a Florida corporation (the "Company"), and Tesone Land Company, a Pennsylvania corporation (the "Surviving Company"), hereby adopt the following Articles of Merger:

1. The Plan of Merger is attached hereto as Exhibit A and incorporated herein by reference.
2. As to the Company, shareholder approval is required. The Plan of Merger was approved by the written consent of all directors and the written consent of the sole shareholder of the Company on the 31st day of May, 2001.
3. As to the Surviving Company, shareholder approval is required. The Plan of Merger was approved by the written consent of all directors and the written consent of the sole shareholder of the Company on the 31st day of May, 2001.
4. The Plan of Merger shall be effective upon the later of: (i) the filing of the Articles of Merger with the Secretary of State of Florida; or (ii) the filing of Articles of Merger with the Secretary of the Commonwealth of Pennsylvania; or (iii) 11:59 PM May 31, 2001.

IN WITNESS WHEREOF, each of the undersigned corporations has duly caused these Articles of Merger to be executed by their respective duly authorized officers as of this 31st day of May, 2001.

TESONE LAND COMPANY

By: [Signature]
Print Name: Joseph V. Tesone
Title: Vice President

TESONE DEVELOPMENT CORP.

By: [Signature]
Print Name: Joseph V. Tesone
Title: Vice President

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PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is made and entered into as of May 31, 2001, by and between Tesone Land Company ("TLC"), a Pennsylvania corporation, and Tesone Development Corp. ("TDC"), a Florida corporation, with TLC and TDC sometimes collectively referred to as the "Constituent Corporations," and TLC sometimes referred to as the "Surviving Corporation".

WITNESSETH:

WHEREAS, TLC is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, TDC is a corporation organized and existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors of TLC and the Board of Directors of TDC, respectively, have approved this Plan and Agreement of Merger (this "Plan"); and

WHEREAS, all of the shareholders of TLC and all of the shareholders of TDC (collectively, the "Shareholders") have adopted this Plan in accordance with the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended, and the statutes of the State of Florida, which permit such a merger.

NOW, THEREFORE, in consideration of the mutual premises contained herein, and intending to be legally bound hereby, the parties covenant and agree as follows:

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1. MERGER

TDC shall upon and subject to the terms and conditions set forth in this Plan be merged with and into TLC (the "Merger"), and TLC shall be the Surviving Corporation of said Merger and shall continue to do business as, and under the name of, "Tesome Land Company" a corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Except as continued by operation of law, the separate corporate existence of TDC shall cease from and after the "Effective Date," as such term is defined below. TDC and TLC desire to consummate the Merger in order to consolidate the administrative and management functions of the Constituent Corporations with respect to their affiliates as well as to consolidate the Florida real estate holdings of the Constituent Corporations into the Surviving Corporation.

2. EFFECTIVE DATE

The Merger provided for in this Plan shall become effective upon the later of (a) the filing of Articles of Merger to effect the Merger or (b) 11:59 p.m. on May 31, 2001 (the "Effective Date").

3. ARTICLES OF INCORPORATION AND BY-LAWS

(a) The Articles of Incorporation of TLC shall constitute, from and after the Effective Date and until amended in accordance with applicable law, the Articles of Incorporation of the Surviving Corporation (the "Articles of Incorporation").

(b) The By-laws of TLC as in effect on the Effective Date shall constitute, from and after the Effective Date and until amended in accordance with applicable law, the By-laws of the Surviving Corporation (the "By-laws").

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4. CONVERSION OF SHARES

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof (i) each share of the capital stock of TLC issued and outstanding at the Effective Date shall represent and evidence the ownership of the same number of shares in the Surviving Corporation, and (ii) each share of capital stock of TDC issued and outstanding on the Effective Date shall be canceled and extinguished as of the Effective Date by virtue of the Merger and without any action on the part of the holder thereof.

5. BOARD OF DIRECTORS AND OFFICERS

The Board of Directors and officers of TLC on the Effective Date shall be, after the Effective Date, the Board of Directors and officers of the Surviving Corporation. These directors and officers shall serve in such capacity until their successors shall have been duly elected and qualified according to the By-laws.

6. EFFECT OF MERGER

(a) Upon the Effective Date:

(i) The Survivor shall possess all the rights, privileges, powers and franchises, of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations;

(ii) All property, real, personal and mixed, including subscriptions for shares, and all debts due to either Constituent Corporation on whatever account, including all choses in action and other things belonging to the Constituent Corporations, shall be vested in the Surviving Corporation;

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(iii) All property, rights, privileges, powers and franchises, and every other interest of each of the Constituent Corporations shall be, from and after the Effective Date, the property of the Surviving Corporation and the title to any real estate vested by deed or otherwise in the Constituent Corporations shall not revert or be impaired in any way by this Plan or the Merger provided for herein; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall, from and after the Effective Date, attach to and become the debts, liabilities and duties of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; and

(iv) All transfers and vesting in the Surviving Corporation referred to herein 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 or consolidation by law or express provision of any contract, agreement, decree, order or other instrument to which either or both of the Constituent Corporations are bound.

(b) The Surviving Corporation shall assume and be liable for all the liabilities, obligations and penalties of each of the Constituent Corporations. No liability or obligation due or to become due, claim or demand for any cause existing against either Constituent Corporation, or any shareholder, officer or director thereof,

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shall be released or impaired by the Merger. No action or proceeding, whether civil or criminal, then pending by or against either Constituent Corporation, or any shareholder, officer or director thereof, shall abate or be discontinued by the Merger, but may be enforced, prosecuted, settled or compromised as if the Merger had not occurred, or the Surviving Corporation may be substituted in such action or special proceeding in place of either Constituent Corporation.

(c) Upon the Effective Date, the accounting entries with respect to the assets, liabilities, capital, surplus and any and all other items of the Constituent Corporations shall be taken up on the books of the Surviving Corporation at the amounts which they, respectively, are then carried on the books of said Constituent Corporations, subject to such adjustments as may be appropriate in giving effect to the Merger.

(d) Nothing in this Plan, however, shall be deemed to limit the generality of the property and rights hereby vested in, and liabilities assumed by, the Surviving Corporation pursuant to the provisions of the law applicable to the Merger, or to exclude any other defects, obligations, liabilities or duties provided by law as incident to or resulting from such Merger and not specifically mentioned in this Plan.

7. PRIOR CORPORATE ACTS

All corporate acts, plans, policies, approvals and authorizations of TLC and TDC, TLC's Board of Directors and TDC's Board of Directors, committees appointed by such Boards and their officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and

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authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to TLC and TDC. The employees of TLC and TDC shall become the employees of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of TLC and TDC.

8. FURTHER ASSURANCES

If at any time the Surviving Corporation shall determine or be advised that any further instruments of transfer, assignments or assurances in law or any other acts or things are necessary or desirable to vest or to perfect or confirm or record or authorize in the Surviving Corporation title to any property, rights, privileges, powers, franchises or any other interests of TDC or otherwise to carry out the provisions of this Plan, TDC and its Board of Directors and officers as and when requested by the Surviving Corporation shall execute and deliver any and all such instruments of transfer, assignments, assurances or other instruments.

9. AMENDMENT

(a) Subject to the provisions contained in Subsection 9(b) below, at any time prior to the Effective Date, this Plan may be amended in any manner as may be determined in the joint judgment of the Board of Directors of TLC and the Board of Directors of TDC to be necessary, desirable or expedient in order to facilitate the purposes and intent of this Plan.

(b) Notwithstanding the provisions contained in Subsection 9(a) above, any action taken pursuant to said Subsection shall not alter or change: (i) the amount or kind of shares, obligations, securities, cash, property or rights to be received in

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exchange for or on conversion of all or any of the shares of any class or series of the Constituent Corporations; (ii) any term of the Articles of Incorporation to be affected by the Merger; or (iii) any of the terms and conditions of this Plan if such alteration or change would adversely affect the holders of any shares of either or both of the Constituent Corporations.

10. TERMINATION

At any time before the Effective Date, this Plan may be terminated and the Merger may be abandoned by the decision of the Board of Directors of TLC and the Board of Directors of TDC, notwithstanding approval of this Plan by the Shareholders.

11. COUNTERPARTS

This Plan may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, TLC and TDC, pursuant to the approval and authority duly given by resolutions adopted by the Board of Directors of TLC, the Board of Directors of TDC and the Shareholders, have caused this Plan and Agreement of Merger to be executed on their behalf in each case as of the day and year first above written.

ATTEST:

TESONE LAND COMPANY

By: Douglas E. Weaver
Name: Douglas E. Weaver
Its: Vice President - Finance

By: Joseph V. Tesone
Joseph V. Tesone, Vice President

[Signatures continued on following page]

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[Signatures continued from previous page]

ATTEST:

TESONE DEVELOPMENT CORP.

By: Douglas E. Worwer
Name: Douglas E. Worwer
Its: Vice President - Finance

By: Joseph W. Tesone
Joseph W. Tesone, Vice President