

A96000001503

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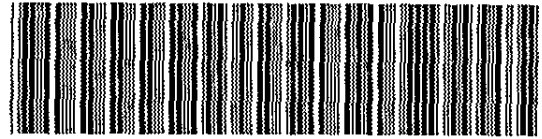
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Andrew ~~Maria~~ GAVE

AUTHORIZATION BY PHONE TO

CORRECT # 2 of Art. of merger (merger not prohibited (no chgs) by UP agreements)  
DATE 12/13/02  
ACC. EXAM Cell



600009107646

12/13/02--01034--016 \*\*137.00

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 NOV 20 PM 2:05

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12/13/02--01034--017 \*\*58.00

Name	
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Document Examiner	Cell
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Under Verifier	
Acknowledgement	
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Merger

Cell 12/11

FF \$ 140

ARTICLES OF MERGER  
Merger Sheet

MERGING: \_\_\_\_\_

SMITHCO PARTNERS, LTD. (A96000001502)

SMITH BROTHERS LOUNGE CORPORATION II (P93000085118)

INTO

**QUESTCO PARTNERS, LTD.**, a Florida entity, A96000001503.

File date: November 20, 2002

Corporate Specialist: Brenda Tadlock

December 12, 2002

Division of Corporations  
409 E Gaines Street  
Tallahassee FL 32399  
Attention: Brenda Tadlock

Dear Ms. Tadlock,

As per our phone conversation, enclosed is postal money order serial #04762924661 dated 12-12-02, in the amount of \$58.00. This is for the QuestCo Partners Limited Merger. ✓

Please feel free to contact me if you have any questions at 954-818-2212.

Thank you very much for your help and have a great Holiday.

Sincerely,

Dan Fasciana ✓

A handwritten signature in cursive script that reads "Dan Fasciana". The signature is written in black ink and is positioned below the typed name.

ARTICLES OF MERGER

OF

SMITHCO PARTNERS, LTD. AND SMITH BROTHERS LOUNGE CORPORATION II

496-1502

093-85118

INTO

QUESTCO PARTNERS, LTD.

496-1503

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

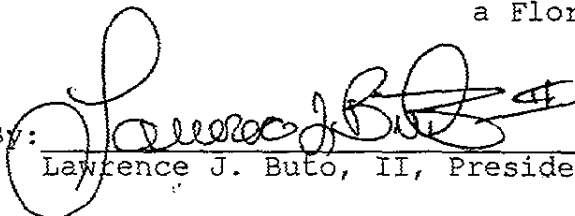
Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act and Section 620.202 of the Florida Limited Partnership Act, SMITHCO PARTNERS, LTD., a Florida limited partnership, and SMITH BROTHERS LOUNGE CORPORATION II, a Florida corporation and QUESTCO PARTNERS, LTD., a Florida limited partnership (the "Surviving Entity") adopt the following Articles of Merger for the purpose of merging SMITHCO PARTNERS, LTD. and SMITHCO BROTHERS LOUNGE CORPORATION II into the Surviving Entity (the "Merger").

**FIRST:** The Plan of Merger is attached hereto as Exhibit A.

**SECOND:** This Plan of Merger has been approved by the unanimous written consent of the sole stockholder and director of SMITH BROTHERS LOUNGE CORPORATION II and the limited and general partners of SMITHCO PARTNERS, LTD. and all of the limited and general partners of the Surviving Entity. The merger is not prohibited by the agreement of any limited partnership that is a party to the merger.

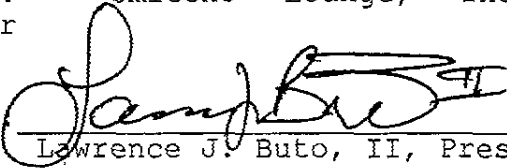
**IN WITNESS WHEREOF,** each of the undersigned has caused these Articles of Merger to be signed in its business entity name as of the 19 day of November, 2002.

SMITH BROTHERS LOUNGE CORPORATION II,  
a Florida corporation

By:   
Lawrence J. Buto, II, President

**SMITHCO PARTNERS, LTD.,** a  
Florida limited partnership

By: Smitcho Lounge, Inc., general  
partner

By:   
Lawrence J. Buto, II, President

**QUESTCO PARTNERS, LTD.,** a Florida  
limited partnership

By: Questco Lounge, Inc., general  
partner

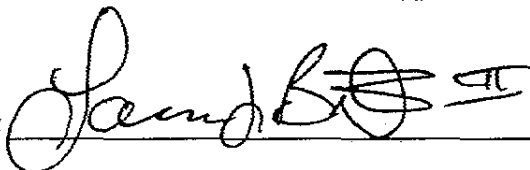
By:   
Lawrence J. Buto, II, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 19 day of November, 2002, by and among QUESTCO PARTNERS, LTD. (the "Surviving Entity"), SMITH BROTHERS LOUNGE CORPORATION II, a Florida corporation (the "Corporation") and SMITHCO PARTNERS, LTD., a Florida limited partnership (the "Partnership") (the Corporation, Partnership and Surviving Entity are sometimes hereinafter collectively referred to as the "Constituent Entities").

**R E C I T A L S :**

A. The directors, shareholder and partners of the Constituent Entities deem it advisable and in the best interest of each such entity that the Corporation and Partnership merge (the "Merger") with and into the Surviving Entity as provided herein.

Agreement

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, in accordance with the provisions of applicable law, the parties hereby agree as follows: 1. **The Merger**

**1.1 Manner of Merger**

Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined), the Corporation and the Partnership shall be merged with and into the Surviving Entity, which shall be the surviving entity. The existence of the Surviving Entity with all its purposes, powers and objects shall continue unaffected and unimpaired by the

Merger; and as the surviving entity, it shall be governed by the laws of the State of Florida and succeed to all rights, assets, liabilities and obligations of the Corporation and the Partnership as set forth in the Florida Business Corporation Act and the Florida Revised Uniform Limited Partnership Act (the "Florida Acts"). The separate existence and corporate organization of the Corporation and the Partnership shall cease upon the Effective Date of the Merger and thereafter shall continue as the surviving entity under the laws of the State of Florida. The Surviving Entity, without further act, shall (i) have the purposes and shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of the Constituent Entities, and neither the rights of creditors nor any liens upon the property of any of the Constituent Entities shall be impaired by the Merger, nor increased as a result of the Merger; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to each of the Constituent Entities; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Entities existing immediately prior to the Effective Date. The title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger; the transfer of such real estate to the Surviving Entity being evidenced by as provided

by Fla. Statutes 607.11101 and 620.204. The name of the sole general partner of the Surviving Entity is Questco Lounge, Inc., and its business address is 381 W. Prospect Road, Oakland Park, FL 33334.

**1.2 Bylaws and Management of the Surviving Entity.**

Management of any and all aspects of the ownership and operation of the Surviving Entity shall be by the written consent of the holders of a majority of the outstanding limited partnership interests of the Surviving Entity.

**1.3 The Status and Conversion of Shares.**

The manner of converting the shares of the Constituent Entities shall be as follows:

On the Effective Date of the Merger, all of the shares of the Corporation's Common Stock issued and outstanding, and all of the Partnership's limited partnership interests issued and outstanding, immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holders thereof, be converted into limited partnership interests of the Surviving Entity. The Partnership Interests of the Surviving Entity shall thereafter be owned as follows: (i) one-third (1/3) of the limited partnership interests shall be owned by Lawrence J. Buto, II; and (ii) two-thirds (2/3) of the limited partnership interests shall be owned by Daniel Fasciani. The Surviving Entity shall not hereafter authorize, issue, sell or in any way transfer or grant additional general or



limited partnership interests in the Surviving Entity without the express written consent of all of the general and limited partners.

**2. Conditions to Consummation of the Merger**

Consummation of the Merger is subject to each of the Constituent Entities receiving all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger.

**3. General.**

**3.1 Effective Date of Merger.**

The Merger shall become effective on filing with the Department of State of Florida. The term "Effective Date" or "Effective Date of the Merger" as used herein shall mean the date and time at which the Merger becomes effective. Each of the parties hereto hereby agrees to use its best efforts to do promptly all such acts and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it in order to consummate the Merger on such date.

**3.2 General Partner.**

The sole general partner of the surviving Entity is Questco Lounge, Inc., whose business address is 381 W. Prospect Rd., Oakland Park, FL 33334.

**3.3 Binding Effect.**

This Agreement shall be binding upon and inure to

the benefit of the parties hereto and their respective successors and assigns.

### **3.4 Severability.**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

### **3.5 Remedies.**

(a) Any right and remedy belonging to the Constituent Entities and arising in connection with the actions contemplated by this Agreement shall be pursued solely against the Constituent Entities, and not against their respective officers, directors, partners, shareholders or employees.

(b) In the event that any officer, director, partner, shareholder or employee of the Constituent Entities becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger, any or each of the Constituent Entities shall advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with this Agreement, except to the

extent that such indemnification is prohibited by law.

**3.6 Entire Agreement.** This instrument contains the entire agreement between the parties herewith with respect to the transactions contemplated hereby. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing containing the unanimous consent of the general and limited partners of the Surviving Entity, and then only to the extent set forth in such instrument.

**3.7 Headings.** The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of this Agreement.

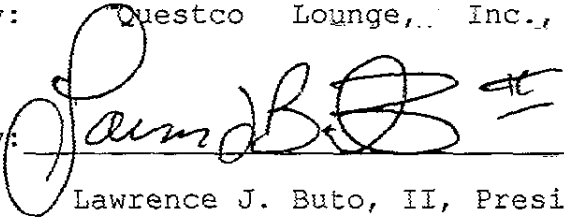
**3.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

EXECUTED as of the day and year first above written.

QUESTCO PARTNERS, LTD., a Florida  
limited partnership

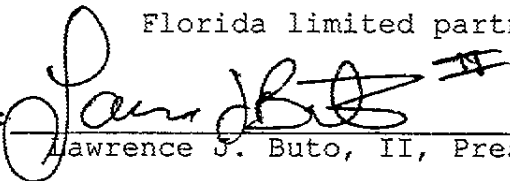
partner

By: Questco Lounge, Inc., general

By:   
Lawrence J. Buto, II, President

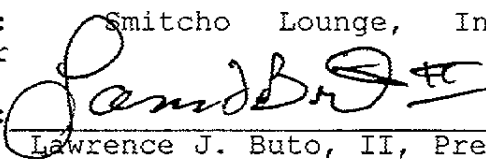
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By: Smitcho Lounge, Inc., general  
partner

By:   
Lawrence J. Buto, II, President

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