

A97000001807

Thomas M. Shuler
Requester's Name

P.O. Box 850
Address

850-658-9226

Apalachicola, FL 32321
City/State/Zip Phone #

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2002 JUN 28 PM 1:22

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Shuler Holdings, Ltd, a Fla. Limited Partnership
(Corporation Name) (Document #)

2. Shuler Limited Partnership, a Fla Limited Partnership
(Corporation Name) (Document #)

3. n/a
(Corporation Name) (Document #)

4. n/a
(Corporation Name) (Document #)

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***105.00 ***105.00

- ☒ Walk in ☐ Pick up time ☐ Certified Copy
☐ Mail out ☒ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☒ Foreign
☒ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

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CR2E031(7/97)

Examiner's Initials

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

SCHULER HOLDINGS LTD. A FLORIDA ENTITY, #A00000000261

into

SHULER LIMITED PARTNERSHIP, a Florida entity A97000001807

File date: June 28, 2002

Corporate Specialist: Joey Bryan

ARTICLES OF MERGER
of
SHULER HOLDINGS LTD.
(a Florida limited partnership)
with and into
SHULER LIMITED PARTNERSHIP
(a Florida limited partnership)

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TALLAHASSEE, FLORIDA

#A00000000261

Pursuant to the Florida Revised Limited Partnership Act, Section 620.203, Shuler Holdings Ltd., a Florida limited partnership ("SHL"), and Shuler Limited Partnership, a Florida limited partnership ("SLP"), hereby submit these Articles of Merger: #A970000001807

1. A copy of the Agreement and Plan of Merger (the "Plan") with respect to the merger of SHL with and into SLP is attached to these Articles of Merger as Exhibit "A" and is incorporated herein.
2. The effective date of the Merger shall be the date the Articles of Merger are filed with the Secretary of State of Florida.
3. The Plan was approved by SHL in accordance with the applicable provisions of Chapter 620, Florida Statutes.
4. The Plan was approved by SLP in accordance with the applicable provisions of Chapter 620, Florida Statutes. The written consent of the General Partners of SLP to continue as General Partners of the Surviving Limited Partnership has been obtained pursuant to Section 620.202(2) of the Florida Revised Limited Partnership Act.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names this 27th day of June, 2002.

SHULER HOLDINGS LTD.

By: J. Gordon Shuler
J. Gordon Shuler, General Partner

By: Thomas M. Shuler
Thomas M. Shuler, General Partner

SHULER LIMITED PARTNERSHIP

By: J. Gordon Shuler
J. Gordon Shuler, General Partner

By: Thomas M. Shuler
Thomas M. Shuler, General Partner

**SHULER LIMITED PARTNERSHIP
CONSENT OF GENERAL PARTNERS
AND LIMITED PARTNER**

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TALLAHASSEE, FLORIDA

The undersigned, being the General Partners and sole Limited Partner of Shuler Limited Partnership. (the "Partnership"), hereby consent to the merger of Shuler Holdings Ltd. ("SHL") with and into the Partnership. The undersigned hereby adopt the Plan of Merger by and between the Partnership and SHL, whereby SHL will be merged with and into the Partnership, with the Partnership being the surviving entity. The undersigned hereby authorize J. Gordon Shuler and Thomas A. Shuler, as General Partners, to execute the Plan of Merger, the Articles of Merger and all other documents, instruments, certificates and agreements as may be necessary or appropriate, in the discretion of the General Partners, to consummate such transaction. The undersigned General Partners hereby consent to continue as General Partners of the Partnership.

LIMITED PARTNER:

THE ESTATE OF JAY A. SHULER

By: J. Gordon Shuler
J. Gordon Shuler, Personal Representative

By: Thomas M. Shuler
Thomas M. Shuler, Personal Representative

Date: June 27, 2002

GENERAL PARTNERS:

J. Gordon Shuler
J. Gordon Shuler

Thomas A. Shuler
Thomas A. Shuler

Date: June 27, 2002

**SHULER HOLDINGS LTD.
CONSENT OF GENERAL PARTNERS
AND LIMITED PARTNER**

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

The undersigned, being the General Partners and sole Limited Partner of Shuler Holdings Ltd. (the "Partnership"), hereby consent to the merger of the Partnership with and into Shuler Limited Partnership ("SLP"). The undersigned hereby adopt the Plan of Merger by and between the Partnership and SLP, whereby the Partnership will be merged with and into SLP, with SLP being the surviving entity. The undersigned hereby authorize J. Gordon Shuler and Thomas A. Shuler, as General Partners, to execute the Plan of Merger, the Articles of Merger and all other documents, instruments, certificates and agreements as may be necessary or appropriate, in the discretion of the General Partners, to consummate such transaction.

LIMITED PARTNER:

THE ESTATE OF JAY A. SHULER

By: J. Gordon Shuler
J. Gordon Shuler, Personal Representative

By: Thomas M. Shuler
Thomas M. Shuler, Personal Representative

Date: June 27, 2002

GENERAL PARTNERS:

J. Gordon Shuler
J. Gordon Shuler

Thomas A. Shuler
Thomas A. Shuler

Date: June 27, 2002

AGREEMENT AND PLAN OF MERGER
of
SHULER HOLDINGS LTD.
(a Florida limited partnership)
with and into
SHULER LIMITED PARTNERSHIP
(a Florida limited partnership)

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 27th day of June, 2002, by and between **SHULER HOLDINGS LTD.**, a Florida limited partnership ("SHL") and **SHULER LIMITED PARTNERSHIP**, a Florida limited partnership ("SLP") (SHL and SLP hereinafter collectively referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, SHL is a limited partnership organized and existing under the laws of the State of Florida, with its principal office at 34 Fourth Street, Apalachicola, Florida 32320; and

WHEREAS, SLP is a limited partnership organized and existing under the laws of the State of Florida, with its principal office at 34 Fourth Street, Apalachicola, Florida 32320; and

WHEREAS, the Estate of Jay A. Shuler, whose personal representatives are J. Gordon Shuler and Thomas M. Shuler, is the sole limited partner of both SHL and SLP; and

WHEREAS, J. Gordon Shuler and Thomas M. Shuler are the general partners of both SHL and SLP; and

WHEREAS, the laws of the State of Florida permit a merger of two limited partnerships; and

WHEREAS, the respective Limited Partner and General Partners of each of the Constituent Entities have deemed it advisable to merge SHL with and into SLP (the "Merger"), and have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the States of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Constituent Entities have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

On the Effective Date, as defined in Article ~~X~~ IX below, the Merger shall become effective, at which time the separate existence of SHL shall cease and SHL shall be merged, pursuant to Section 620.201 of the Florida Revised Limited Partnership Act, with and into SLP, which shall continue its existence as a Florida limited partnership and be the limited partnership surviving the Merger (the "Surviving Limited Partnership").

ARTICLE II

The Surviving Limited Partnership shall be governed by the laws of the State of Florida. On

the Effective Date, the Limited Partnership Agreement of SLP and the Certificate of Limited Partnership of SLP as filed with the Secretary of State of the State of Florida shall be the Limited Partnership Agreement and the Certificate of Limited Partnership of the Surviving Limited Partnership until further amended in the manner provided by law.

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TALLAHASSEE, FLORIDA

ARTICLE III

On the Effective Date, the existing General Partners of the Surviving Limited Partnership, J. Gordon Shuler, whose address is 34 Fourth Street, Apalachicola, Florida 32320, and Thomas M. Shuler, whose address is 34 Fourth Street, Apalachicola, Florida 32320, shall remain its General Partners.

ARTICLE IV

The manner of carrying into effect the Merger shall be as follows:

1. On the Effective Date, the limited partnership interest of the Estate of Jay A. Shuler and the general partnership interests J. Gordon Shuler and Thomas M. Shuler in SHL shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto; and
2. the limited partnership interest and the general partnership interests in the Surviving Limited Partnership shall remain issued and outstanding after the Effective Date and the Merger shall have no effect on any limited or general partnership interests of shares of SLP that are then outstanding.

ARTICLE V

At such time as the Merger becomes effective, title to all of the assets of SHL shall be vested in SLP without reversion or impairment and SLP shall thenceforth be responsible for all of the liabilities and obligations of SHL. Any proceeding pending against SHL may be continued as if the merger did not occur or the Surviving Limited Partnership may be substituted in its place.

ARTICLE VI

Prior to and from and after the Effective Date, the Constituent Entities shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Limited Partnership shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said Surviving Limited Partnership, according to the terms hereof, the title to any property or rights of SHL, the last acting general partners of SHL, or the General Partners of the Surviving Limited Partnership, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Limited Partnership, and otherwise to carry out the purposes of this Agreement.

ARTICLE VII

On the Effective Date, all of the assets, liabilities, reserves and accounts of the Constituent Entities shall be recorded on the books of the Surviving Limited Partnership at the amounts at which they, respectively, shall then be carried on the books of said Constituent Entities, subject to such adjustments or eliminations of intercompany items as may be appropriate giving effect to the Merger.

ARTICLE VIII

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Constituent Entities by appropriate resolution of any of their limited partner and general partners at any time prior to the Effective Date of the Merger.

ARTICLE IX

This Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by the limited partner and the general partners of the Constituent Entities or on such other date as the Constituent Entities may agree. The Merger shall become effective as of the date the Articles of Merger are filed with the Secretary of State of Florida (the "Effective Date").

ARTICLE X

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the Constituent Entities has caused this Agreement to be signed in its name by its duly authorized general partners as of the date first above written.

SHULER HOLDINGS LTD.

By: J. Gordon Shuler
J. Gordon Shuler, General Partner

By: Thomas M. Shuler
Thomas M. Shuler, General Partner

SHULER LIMITED PARTNERSHIP

By: J. Gordon Shuler
J. Gordon Shuler, General Partner

By: Thomas M. Shuler
Thomas M. Shuler, General Partner