

W/1

F45155



ACCOUNT NO. : 072100000032

REFERENCE : 767198 4326591

AUTHORIZATION : *Patricia Pignat*

COST LIMIT : \$ 78.75

ORDER DATE : July 18, 2000

ORDER TIME : 11:51 AM

ORDER NO. : 767198-005

CUSTOMER NO: 4326591

CUSTOMER: Mr. Harry P. Teichman
Fowler White Gillen Boggs
Suite 1700
501 East Kennedy Boulevard
Tampa, FL 33602

90000332688-4
JUL 18 PM 1:11
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF MERGER

ST. AUGUSTINE GONZMART
PARTNERSHIP

INTO

COLUMBIA RESTAURANT OF ST.
AUGUSTINE, INC.

*Set
7/18*

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

Name	
Availability	
Document	
Examiner	XX <i>[Signature]</i>
Updater	
Under	
Verifier	
Acknowledgement	
M. P. Verifier	

CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS:
JUL 18 PM 12:53

FF \$60.00
CC 8.75

*Theresa
(no ands)
mead*

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

ST. AUGUSTINE GONZMART PARTNERSHIP, A FLORIDA GENERAL
PARTNERSHIP NOT ON FILE WITH THIS OFFICE

INTO

COLUMBIA RESTAURANT OF ST. AUGUSTINE, INC., a Florida entity,
F45155

File date: July 18, 2000

Corporate Specialist: Brenda Tadlock

Account number: 072100000032

Account charged: 68.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 JUL 18 PM 1:11

ARTICLES OF MERGER
OF
COLUMBIA RESTAURANT OF ST. AUGUSTINE, INC.
AND
ST. AUGUSTINE GONZMART PARTNERSHIP

✓ F45155
(Survivor)

To the Secretary of State
of the State of Florida

(NR)

The following Articles of Merger are executed for the purpose of merging **ST. AUGUSTINE GONZMART PARTNERSHIP**, a Florida general partnership (the "Merged Partnership"), into **COLUMBIA RESTAURANT OF ST. AUGUSTINE, INC.**, a Florida corporation (the "Surviving Corporation").

1. The Agreement and Plan of Merger is attached hereto as Exhibit "A" (the "Plan").

2. The Plan was approved by all of the partners of the Merged Partnership pursuant to Ch. 620 F.S. on July 17, 2000.

3. The Plan was approved by the sole shareholder and board of directors of the Surviving Corporation pursuant to Ch. 608 F.S. on July 17, 2000.

4. The Plan was approved by the shareholders and board of directors of Columbia Food Service Company, Inc., a Florida corporation, pursuant to Ch. 608 F.S. on July 17, 2000.

5. The effective date of the merger in the State of Florida herein provided shall be the date on which the Articles of Merger are filed with the Florida Secretary of State.

[Signatures on following pages]

Executed on July 17, 2000.

COLUMBIA RESTAURANT OF ST. AUGUSTINE, INC.

By: 
Richard Gonzmart, President

"Surviving Corporation"

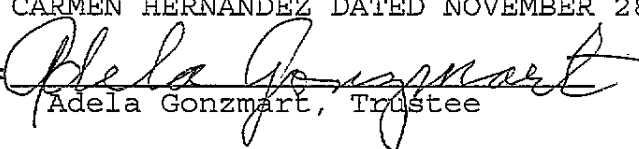
ST. AUGUSTINE GONZMART PARTNERSHIP

General Partners:

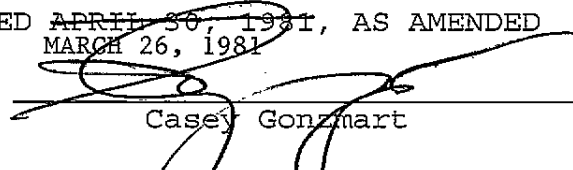
ADELA GONZMART, AS TRUSTEE UNDER THAT
CERTAIN IRREVOCABLE TRUST AGREEMENT
DATED NOVEMBER 28, 1962 BETWEEN
CARMEN HERNANDEZ AS GRANTOR AND ADELA
GONZMART AS TRUSTEE,

By: 
Adela Gonzmart, Trustee

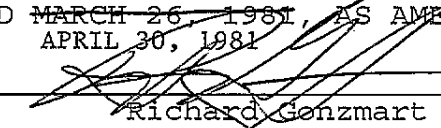
ADELA GONZMART, AS TRUSTEE OF THE TRUST
CREATED UNDER THE LAST WILL AND TESTAMENT
OF CARMEN HERNANDEZ DATED NOVEMBER 28, 1962

By: 
Adela Gonzmart, Trustee

CASEY ~~RICHARD~~ GONZMART, AS TRUSTEE OF THE
~~RICHARD~~ GONZMART REVOCABLE TRUST
DATED ~~APRIL 30, 1981~~, AS AMENDED
MARCH 26, 1981

By: 
Casey Gonzmart

RICHARD ~~CASEY~~ GONZMART, AS TRUSTEE OF THE
~~CASEY~~ GONZMART REVOCABLE TRUST
DATED ~~MARCH 26, 1981~~, AS AMENDED
APRIL 30, 1981

By: 
Richard Gonzmart

THE CESAR GONZMART FAMILY TRUST

By: Adela Gonzmart
Adela Gonzmart

By: Casey Gonzmart
Casey Gonzmart

By: Richard Gonzmart
Richard Gonzmart
As co-trustees.

"Merged Partnership"

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 JUL 18 PM 1:11

AGREEMENT AND PLAN OF MERGER

by and among

COLUMBIA FOOD SERVICES COMPANY, INC.,

COLUMBIA RESTAURANT OF ST. AUGUSTINE, INC. and

ST. AUGUSTINE GONZMART PARTNERSHIP

THIS AGREEMENT AND PLAN OF MERGER ("Plan") is entered into this 17th day of July, 2000, among COLUMBIA FOOD SERVICE COMPANY, INC., a Florida corporation (the "Parent"), COLUMBIA RESTAURANT OF ST. AUGUSTINE, INC., a Florida corporation and a wholly owned subsidiary of Parent ("Surviving Corporation"), and the ST. AUGUSTINE GONZMART PARTNERSHIP, a Florida general partnership ("Merged Partnership") (the Surviving Corporation and the Merged Partnership may hereinafter be collectively referred to as the "Merging Entities").

W I T N E S S E T H:

WHEREAS, the Merged Partnership was created in Florida on December 19, 1986;

WHEREAS, Parent, by its Articles of Incorporation, which was filed in the office of the Secretary of State of Florida on April 22, 1985, as amended, has an authorized capital stock of 100,000 shares of \$1.00 par value voting common capital stock of which 9,579 shares are issued and outstanding on the date of the execution hereof;

WHEREAS, the Articles of Incorporation of Surviving Corporation were filed with the Secretary of the State of Florida on September 17, 1981 has an authorized capital stock of 7,000 shares of \$1.00 par value voting common capital stock of which 792 shares are issued and outstanding as of the date of the execution hereof;

Exhibit A

WHEREAS, Surviving Corporation is 100% owned by Parent and is a Qualified Subchapter "S" Subsidiary for federal income tax purposes;

WHEREAS, the partners of Merged Partnership (the "Partners") shall own 80% or more of the issued and outstanding stock of Parent immediately after the merger;

WHEREAS, the board of directors of Parent and Surviving Corporation, Merged Partnership, and the Partners, have authorized and approved the merger of Merged Partnership into Surviving Corporation pursuant to the plan set forth herein, in the manner prescribed by applicable Florida law; and

WHEREAS, the Partners will receive capital stock of Parent in exchange for their partnership interests in the Merged Partnership and said exchange was approved by all of the stockholders of Parent by agreement dated July 17, 2000.

NOW, THEREFORE, the merger of Merged Partnership into Surviving Corporation shall be accomplished as follows:

ARTICLE I THE MERGER

(a) Upon the terms and subject to the conditions of this Plan, on the Effective Date (as hereinafter defined) Merged Partnership shall be merged with and into Surviving Corporation in accordance with the provisions of the Florida Business Corporation Act § 607.1108 and the separate existence of Merged Partnership shall thereupon cease. Surviving Corporation shall be the surviving corporation in the Merger and shall continue to be governed under the laws of the State of Florida and the name of Surviving Corporation shall remain "Columbia Restaurant of St. Augustine, Inc." Without limiting the generality of the foregoing, and subject thereto, at the Effective Date of the Merger:

(1) the Surviving Corporation shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Surviving Corporation and Merged Partnership;

(2) all obligations belonging to or due each of Surviving Corporation and Merged Partnership shall be vested in, and become the obligations of Surviving Corporation without further act or deed;

(3) title to any real estate or any interest therein vested in Surviving Corporation or Merged Partnership shall not revert or in any way be impaired by reason of the Merger;

(4) all rights of creditors and all liens upon any property of Surviving Corporation or Merged Partnership shall be preserved unimpaired; and

(5) Surviving Corporation shall be liable for all of the obligations of Surviving Corporation and Merged Partnership as may be prosecuted to judgment with right of appeal, as if the Merger had not taken place.

(b) The Merger shall become effective upon the filing of the Articles of Merger with the Secretary of the State of Florida (the "Effective Date").

ARTICLE II THE SURVIVING CORPORATION

(a) The Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation after the Effective Date, until duly amended in accordance with the terms thereof and applicable law.

(b) The By-laws of Surviving Corporation in effect immediately prior to the Effective Date shall be the By-laws of Surviving Corporation after the Effective Date, and thereafter may be amended in accordance with their terms and as provided in the Articles of Incorporation of Surviving Corporation and applicable law.

(c) The directors of Surviving Corporation at the Effective Date shall, from and after the Effective Date, be the directors of Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with Surviving Corporation's Articles of Incorporation and By-laws.

(d) The officers of Surviving Corporation at the Effective Date shall, from and after the Effective Date, be the officers of Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with Surviving Corporation's Articles of Incorporation and By-laws.

(e) If at any time after the Effective Date, Parent shall consider that any further deeds, assignments, conveyances, agreements, documents, instruments or assurances in law or any

other things are necessary or desirable to vest, perfect, confirm or record in Surviving Corporation the title to any property, rights, privileges, powers and franchises of Surviving Corporation to be acquired by Surviving Corporation by reason of, or as a result of, the Merger, or otherwise to carry out the provisions of this Plan, the Board of Directors and officers of Surviving Corporation last in office shall, to the extent then permitted so to do by applicable law, execute and deliver upon Parent's reasonable request, any and all deeds, assignments, conveyances, agreements, documents, instruments or assurances in law, and do all other things necessary or proper to vest, perfect, confirm or record title to such property, rights, privileges, powers and franchises in Surviving Corporation, and otherwise carry out provisions of this Plan.

ARTICLE III CONVERSION OF SHARES AND PARTNERSHIP INTERESTS

On the Effective Date, by virtue of the Merger and without any action on the part of any party hereto:

(1) The currently outstanding certificate(s) representing a 100% interest in Surviving Corporation shall continue to represent a 100% interest in Surviving Corporation, Surviving Corporation shall remain a wholly owned subsidiary of Parent and Parent shall continue to own a 100% interest in Surviving Corporation.

(2) Each one percent (1%) partnership interest in Merged Partnership shall be exchanged for 21.21 shares of stock in Parent. The parties intend and have planned that the structure of this transaction for Federal tax purposes shall be an Internal Revenue Code Section 351 tax-free contribution by the partners of their Merged Partnership interest in Merged Partnership to the Parent's capital in exchange for Parent's stock.

(3) Each share of common stock of Parent issued and outstanding on the Effective Date shall remain issued and outstanding thereupon and shall not be converted or the terms thereof modified in the Merger.

ARTICLE IV TERMS AND CONDITIONS

The terms and conditions of this merger and the mode of carrying it into effect are as follows:

(a) The first annual meeting of the stockholders of Surviving Corporation to be held after the Effective Date shall be

the annual meeting provided by the bylaws of Surviving Corporation.

(b) The first regular or annual meeting of the Board of Directors of Surviving Corporation to be held after the Effective Date may be called or may convened in the manner provided in the bylaws of Surviving Corporation.

(c) Parent shall pay all expenses incident to this merger.

(d) None of the parties hereto shall issue or sell or issue rights to subscribe to any shares of its capital stock, or shall declare any dividends on its capital stock, or shall approve any partnership distributions or sell any partnership interests on or after the date hereof through the Effective Date.

ARTICLE V APPROVAL OF MERGER

The parties do hereby acknowledge and confirm as follows:

(a) This Plan of Merger has been duly adopted and approved by written consent dated July 17, 2000, by the Board of Directors and the shareholders of Parent and the undersigned officers of Parent have been authorized and directed to execute same.

(b) This Plan of Merger has been duly adopted and approved by written consent dated July 17, 2000 by the Merged Partnership and the Partners.

(c) This Plan of Merger has been duly adopted and approved by written consent dated July 17, 2000, by the Board of Directors and sole stockholder of Surviving Corporation, and the undersigned officers of Surviving Corporation have been authorized and directed to execute same.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Plan to be executed on the day and year first above-written.

COLUMBIA FOOD SERVICES, INC.

By: [Signature]
Richard Gonzmart, President

"Parent"

COLUMBIA RESTAURANT OF
ST. AUGUSTINE, INC.

By: [Signature]
Richard Gonzmart, President

"Surviving Corporation"

ST. AUGUSTINE GONZMART PARTNERSHIP
General Partners:

ADELA GONZMART, AS TRUSTEE UNDER THAT
CERTAIN IRREVOCABLE TRUST AGREEMENT
DATED NOVEMBER 28, 1962 BETWEEN
CARMEN HERNANDEZ AS GRANTOR AND ADELA
GONZMART AS TRUSTEE,

By: [Signature]
Adela Gonzmart, Trustee

ADELA GONZMART, AS TRUSTEE OF THE TRUST
CREATED UNDER THE LAST WILL AND
TESTAMENT OF CARMEN HERNANDEZ DATED
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By: [Signature]
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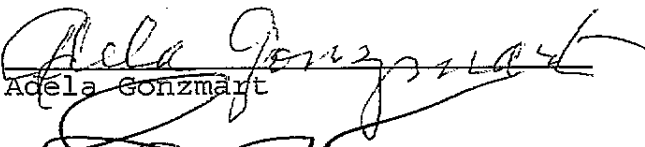
CASEY GONZMART, AS TRUSTEE OF THE
~~CASEY RICHARD GONZMART REVOCABLE TRUST~~
DATED ~~APRIL 30, 1981~~, AS AMENDED
MARCH 26, 1981

By: [Signature]
Casey Gonzmart

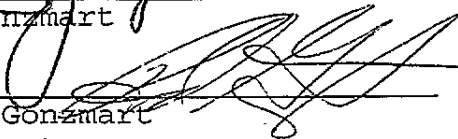
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RICHARD ~~CASEY GONZMART REVOCABLE TRUST~~
DATED ~~MARCH 26, 1981~~, AS AMENDED
APRIL 30, 1981

By: 
Richard Gonzmart

THE CESAR GONZMART FAMILY TRUST

By: 
Adela Gonzmart

By: 
Casey Gonzmart

By: 
Richard Gonzmart
As co-trustees

"Merged Partnership"

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