

Division of Corporations

**L02000033505**

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**MERGER OR SHARE EXCHANGE**

**SAFE PARKING, LLC**

Certificate of Status	0
Certified Copy	1
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FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

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TALLAHASSEE, FLORIDA

December 17, 2002

SAFE PARKING, LLC  
301 CLEMATIS STREET STE. 3000  
WEST PALM BEACH, FL 33401

SUBJECT: SAFE PARKING, LLC  
REF: L02000033505

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The plan of merger must contain the name and address of the managers or managing member of the Limited Liability Company.

If you have any questions concerning the filing of your document, please call (850) 245-6020.

Tammi Cline  
Document Specialist

FAX Aud. #: H02000238044  
Letter Number: 002A00066465

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SAFE PARKING, INC. A FLORIDA ENTITY P93000045863

INTO

**SAFE PARKING, LLC**, a Florida entity, L02000033505

File date: December 20, 2002

Corporate Specialist: Marsha Thomas

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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
SAFE PARKING, INC. - PG30000 45863  
INTO  
SAFE PARKING, LLC - L020000 33505**

Pursuant to Sections 607.1109 and 608.4382 of the Florida Statutes, the undersigned hereby certify that:

1. The name and state of formation of each of the merging entities are:

(a) Safe Parking, Inc., a corporation organized under the laws of the State of Florida ("Safe Parking, Inc."); and

(b) Safe Parking, LLC, a limited liability company organized under the laws of the State of Florida ("Safe Parking, LLC").

2. A Plan and Agreement of Merger (the "Plan") has been approved, adopted, and executed by Safe Parking, Inc. and Safe Parking, LLC in accordance with Sections 607.0704, 607.0821, 607.1103, 607.1108, 608.4231, 608.438 and 608.4381 of the Florida Statutes. A copy of the Plan is attached hereto as Exhibit A.

3. Written consent and approval have been given in accordance with the provisions of Sections 607.1103 and 608.4381 of the Florida Statutes, and written notice has been waived as provided in Sections 607.0706 and 608.4381 of the Florida Statutes.

4. The name of the surviving company is Safe Parking, LLC.

5. The Articles of Organization of Safe Parking, LLC shall be the Articles of Organization of the surviving company.

6. The surviving company is a Florida limited liability company.

7. The merger shall be effective on the date of filing of the Articles of Merger.


8. Safe Parking, LLC hereby agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Safe Parking, Inc., as well as for the enforcement of any obligation of Safe Parking, Inc. arising from the merger, and Safe Parking, LLC hereby appoints Ralf D. Gschwend as its agent to accept service of process in any suit or other proceeding.

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TALLAHASSEE, FLORIDA

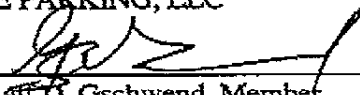
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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized representatives as of December 11, 2002.

SAFE PARKING, INC.

By:   
Ralf D. Gschwend, President

SAFE PARKING, LLC

By:   
Ralf D. Gschwend, Member

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**EXHIBIT A**

**PLAN AND AGREEMENT OF MERGER  
BETWEEN  
SAFE PARKING, INC.  
AND  
SAFE PARKING, LLC**

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TALLAHASSEE, FLORIDA

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is entered into as of December 11, 2002 by and between Safe Parking, Inc., a Florida corporation ("Safe Parking, Inc."), and Safe Parking, LLC, a Florida limited liability company ("Safe Parking, LLC").

**WITNESSETH:**

WHEREAS, Safe Parking, Inc. is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Safe Parking, LLC is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the laws of the State of Florida permit a merger of a Florida corporation with and into a Florida limited liability company;

WHEREAS, the Board of Directors of Safe Parking, Inc. deems it advisable and in the best interests of Safe Parking, Inc. and its shareholders that Safe Parking, Inc. merge with and into Safe Parking, LLC pursuant to the Florida Statutes;

WHEREAS, the sole member of Safe Parking, LLC deems it advisable and in the best interests of Safe Parking, LLC and its members that Safe Parking, Inc. merge with and into Safe Parking, LLC pursuant to the Florida Statutes; and

WHEREAS, Safe Parking, Inc. and Safe Parking, LLC have agreed that Safe Parking, Inc. shall merge into Safe Parking, LLC upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement, and in order to consummate this transaction described above, Safe Parking, Inc. and Safe Parking, LLC agree as follows:

1. Safe Parking, Inc. and Safe Parking, LLC agree that Safe Parking, Inc. shall be merged with and into Safe Parking, LLC, as a single company, upon the terms and conditions of this Agreement, and that Safe Parking, LLC shall continue under the laws of the State of Florida as the surviving company (the "Surviving Company"), and they further agree that the purposes, the registered agent and the address of the registered office of the Surviving Company shall be as appears in the Articles of Organization of Safe Parking, LLC as on file with the office of the

Secretary of State of the State of Florida on the date of this Agreement. From and after the effective date, and until further amended, altered or restated as provided by law, the Articles of Organization, separate and apart from this Agreement, shall be and may be separately certified as the Articles of Organization of the Surviving Company.

2. This Agreement was submitted to the shareholders of Safe Parking, Inc. and to the members of Safe Parking, LLC for their consent and approval in accordance with Sections 607.1103 and 608.4381 of the Florida Statutes, and was adopted and approved in accordance with the laws of the state, and this Agreement, the appropriate Articles of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida.

3. The effective date for all purposes herein of the merger of Safe Parking, Inc. with and into Safe Parking, LLC shall be the date of filing of the Articles of Merger (the "Effective Date" of the merger).

4. On the Effective Date, each share of Safe Parking, Inc.'s common stock issued and outstanding immediately before the Effective Date, by virtue of the merger and without any action on the part of the holder of a membership interest of Safe Parking, LLC, shall be converted into a portion of the aggregate membership interests in Safe Parking, LLC, expressed as a percentage, equal to the quotient of (i) one divided by (2) the number representing the total number of shares of Safe Parking, Inc.'s common stock issued and outstanding as of the Effective Date immediately prior to the consummation of the merger.

5. Safe Parking, Inc. and Safe Parking, LLC shall each take all appropriate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

6. Upon the Effective Date, the transfer books of Safe Parking, Inc. shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

7. Prior to and at the Effective Date, Safe Parking, Inc. and Safe Parking, LLC shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of Safe Parking, Inc., the officers and directors of Safe Parking, Inc. shall execute and deliver all instruments and take all action the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

8. At and after the Effective Date, Safe Parking, LLC shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, all of the property, real, personal, and mixed, of each of the merging entities; all debts due to Safe Parking, Inc. of whatever account shall be vested in Safe Parking, LLC; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of

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either of the entities shall be effectively the property of Safe Parking, LLC, as they were of the respective entities; the title to any real estate vested by deed or otherwise vested in Safe Parking, Inc., shall not revert or be in any way impaired, by reason of the merger, but shall be vested in Safe Parking, LLC; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Date; all debts, liabilities, and duties of each of the merging entities shall thenceforth attach to Safe Parking, LLC and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

9. Safe Parking, LLC hereby appoints Ralf D. Gschwend as its initial registered agent for service of process in the State of Florida in any proceeding for enforcement of any obligation of Safe Parking, LLC, as well as for any obligation of Safe Parking, Inc. arising from, or in connection with, this merger, including any suit or other proceeding to enforce the right of any dissenting shareholder determined pursuant to the provisions of the Florida Statutes.

10. This Agreement embodies the entire agreement between the parties. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

11. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid

a. If to Safe Parking, Inc. at 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401; or

b. If to Safe Parking, LLC at 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401.

12. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon Safe Parking, Inc. and Safe Parking, LLC, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

13. The name of the sole managing member of the Surviving Company is Ralf D. Gschwend, and his business address is 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401.

[Signatures set forth on following page.]

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IN WITNESS WHEREOF, Safe Parking, Inc. and Safe Parking, LLC, have signed this Plan and Agreement of Merger on the date first written above.

SAFE PARKING, INC.

By: /s/ Ralf D. Gschwend  
Ralf D. Gschwend, President

SAFE PARKING, LLC

By: /s/ Ralf D. Gschwend  
Ralf D. Gschwend, President

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