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ATTN: THELISA BROWN

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TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

SEMINOLE COUNTY/LAKE MARY REGIONAL CHAMBER OF COMMER

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FROM : SEMINOLE CO CHAMBER OF COMMERCE FAX NO. :
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May. 05 2003 03:47PM P2

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
SEMINOLE COUNTY/LAKE MARY REGIONAL CHAMBER OF COMMERCE, INC.
(A FLORIDA NOT FOR PROFIT CORPORATION) AND
GREATER SEMINOLE COUNTY CHAMBER OF COMMERCE INCORPORATED
(A FLORIDA NOT FOR PROFIT CORPORATION)

To the Secretary of State
State of Florida

The following articles of merger are hereby submitted pursuant to the provisions of Section 617.1105 of the Florida Not For Profit Corporation Act (the "Act").

FIRST: Attached hereto as Exhibit A, and made a part hereof, is the Agreement and Plan of Merger for merging Greater Seminole County Chamber of Commerce Incorporated, a Florida not for profit corporation (the "Seminole Chamber"), with and into Seminole County/Lake Mary Regional Chamber of Commerce, Inc., a Florida not for profit corporation (the "Regional Chamber"), whereby the Seminole Chamber will cease to exist, and the Regional Chamber will continue in its existence as the surviving corporation (the "Merger").

SECOND: ADOPTION OF MERGER BY THE SEMINOLE CHAMBER

A. There are no members or members entitled to vote on the plan of merger. The plan of merger was adopted by the board of directors on the 5 day of MAY, 2003. The number of directors in office was three (3). The vote for the plan was as follows: 3 FOR 0 AGAINST.

THIRD: ADOPTION OF MERGER BY THE REGIONAL CHAMBER

A. There are no members or members entitled to vote on the plan of merger. The plan of merger was adopted by the board of directors on the 5 day of MAY, 2003. The number of directors in office was three (3). The vote for the plan was as follows: 3 FOR 0 AGAINST.

FOURTH: The Merger shall become effective on the date that these Articles of Merger are filed with the Secretary of State of the State of Florida.

Executed as of and effective the 5 day of MAY, 2003.

SEMINOLE COUNTY/LAKE MARY REGIONAL CHAMBER
OF COMMERCE, INC.

By: Diane Parker, Pres.
Diane Parker, President

GREATER SEMINOLE COUNTY CHAMBER OF
COMMERCE INCORPORATED

By: Diane Parker, Pres.
Diane Parker, President

FROM : SEMINOLE CO CHAMBER OF COMMERCE FAX NO. :
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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") entered into as of the 5 day of MAY 2003 by and between SEMINOLE COUNTY/LAKE MARY REGIONAL CHAMBER OF COMMERCE, INC., a Florida corporation (the "Regional Chamber"), and GREATER SEMINOLE COUNTY CHAMBER OF COMMERCE INCORPORATED, a Florida corporation (the "Target") (collectively, sometimes referred to as "Constituents").

WITNESSETH:

WHEREAS, this Agreement contemplates a transaction in which the Target will merge into the Regional Chamber such that the Target is dissolved and the Regional Chamber is the surviving corporation in accordance with the terms set forth herein (the "Merger"); and

WHEREAS, the Boards of Directors of the Regional Chamber and the Target have each approved this Agreement and deem it advisable and in the best interest of their respective members that the Merger be completed.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein, the parties hereto agree as follows:

1. **MERGER**. On the Effective Date, the Target shall merge with and into the Regional Chamber in accordance with the laws of the State of Florida, and the separate existence of the Target shall cease.
2. **EFFECTIVE DATE**. The Merger shall become effective upon filing Articles of Merger with the Secretary of State of the State of Florida (the "Effective Date").
3. **EFFECT OF MERGER**. Upon the Effective Date: (a) the Target and the Regional Chamber shall become a single corporation, and the separate existence of the Target shall cease; (b) the Regional Chamber shall succeed to and possess all of the rights, privileges, powers and immunities of the Target which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Target, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Target, shall vest in the Regional Chamber without further act or deed and the title to any real property or other property vested by deed or otherwise in the Target shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituents shall be unimpaired; the Regional Chamber shall be subject to all the contractual restrictions, disabilities and duties of the Constituents; and all debts, liabilities and obligations of the respective Constituents shall thenceforth attach to the Regional Chamber and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituents; and (d) without limitation of the foregoing provisions of this Section 3, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituents, their members, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies,

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contracts, approvals and authorizations of the Regional Chamber as they were with respect to the Constituents.

4. **ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS.** Upon the Effective Date: (a) the Amended and Restated Articles of Incorporation of the Regional Chamber shall continue as the Articles of Incorporation of the Regional Chamber until amended in the manner provided by law; (b) the Bylaws of the Regional Chamber shall continue as the Bylaws of the Regional Chamber until amended in the manner provided by law; (c) the directors of the Regional Chamber shall remain the directors of the Regional Chamber; and (d) the officers of the Regional Chamber shall remain the officers of the Regional Chamber.

5. **CLOSING.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Regional Chamber, on the 5 day of MAY, 2003 (the "Closing Date"), or at such other date, time and place as the Target and the Regional Chamber shall mutually agree.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

7. **WAIVERS AND AMENDMENTS.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

8. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

9. **HEADINGS.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

10. **SEVERABILITY OF PROVISIONS.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document. A facsimile signature of any party shall be considered to have the same binding legal effect as an original signature.

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Sent by: GREENBERG TRAUIG

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SEMINOLE COUNTY/LAKE MARY REGIONAL
CHAMBER OF COMMERCE, INC.

By: Diane Parker, Pres.
Diane Parker, President

GREATER SEMINOLE COUNTY CHAMBER OF
COMMERCE INCORPORATED

By: Diane Parker, Pres.
Diane Parker, President