

FROM CSC

(THU) MAY 2 2002 9:11/ST. 9:10/NO. 6808461439 P 1

496100

Florida Department of State  
Division of Corporations  
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**MERGER OR SHARE EXCHANGE**  
**UNIVERSAL STUDIOS WATER PARKS LLC**

02 MAY -2 AM 11:31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$96.25

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

UNIVERSAL STUDIOS WATER PARKS, INC., A FLORIDA ENTITY, 496100

INTO

UNIVERSAL STUDIOS WATER PARKS LLC. entity not qualified in Florida

File date: May 2, 2002

Corporate Specialist: Trevor Brumbley

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**ARTICLES OF MERGER  
OF  
UNIVERSAL STUDIOS WATER PARKS, INC.  
INTO  
UNIVERSAL STUDIOS WATER PARKS LLC**

Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "Florida Act"), the undersigned hereby submits these Articles of Merger for filing and certifies that:

1. The names and jurisdictions of formation or organization of each of the limited liability companies or other business entities which are to merge are:

<u>Name</u> UNIVERSAL STUDIOS WATER PARKS, INC. UNIVERSAL STUDIOS WATER PARKS LLC	490100	<u>Jurisdiction</u> Florida Delaware
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2. A Plan and Agreement of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged in accordance with the Florida Act and Section 18-209 of the Delaware Limited Liability Company Act (the "LLC Act") by UNIVERSAL STUDIOS WATER PARKS LLC and UNIVERSAL STUDIOS WATER PARKS, INC. The Merger Agreement is attached hereto as Exhibit A.

3. UNIVERSAL STUDIOS WATER PARKS LLC will be the surviving entity of the merger, and the address of its principal office in Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The disappearing entity in the merger is UNIVERSAL STUDIOS WATER PARKS, INC.

4. UNIVERSAL STUDIOS WATER PARKS LLC is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of UNIVERSAL STUDIOS WATER PARKS, INC.

5. The effective date of the merger contemplated by the Merger Agreement shall be the date on which these Articles of Merger are filed in the office of the Secretary of State of the State of Florida.

6. The total number of outstanding shares of each class of UNIVERSAL STUDIOS WATER PARKS, INC. entitled to vote on the merger was 60,492.7 and the principal terms of the Merger Agreement were unanimously approved by the shareholders of UNIVERSAL STUDIOS WATER PARKS, INC.

7. UNIVERSAL STUDIOS WATER PARKS LLC is authorized by Section 18-209 of the LLC Act to effect the merger.

8. UNIVERSAL STUDIOS WATER PARKS LLC has agreed to pay promptly to the dissenting shareholders of UNIVERSAL STUDIOS WATER PARKS, INC. the amount, if any, to which they are entitled under Section 607.1302 of the Florida Act.

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9. A copy of the Merger Agreement is on file at a place of business of the surviving limited liability company located at 100 Universal City Plaza, Universal City, CA 91608.

10. A copy of the Merger Agreement will be furnished by UNIVERSAL STUDIOS WATER PARKS LLC, as the surviving limited liability company, on request and without cost, to any member of UNIVERSAL STUDIOS WATER PARKS LLC or any person holding an interest in UNIVERSAL STUDIOS WATER PARKS, INC.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 30th day of April, 2002, and is being filed in accordance with Section 607 of the Florida Act. 1109

**UNIVERSAL STUDIOS WATER PARKS LLC**

By:   
Name: Sharon Garcia  
Title: Authorized Person

**UNIVERSAL STUDIOS WATER PARKS, INC.**

By:   
Name: Sharon Garcia  
Title: Corporate Secretary

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EXHIBIT A**PLAN AND AGREEMENT OF MERGER**

This **PLAN AND AGREEMENT OF MERGER**, dated as of April \_\_, 2002 (this "Agreement"), is by and between Universal Studios Water Parks, Inc., a Florida corporation (the "Disappearing Corporation"), and Universal Studios Water Parks LLC, a Delaware limited liability company (the "LLC" or the "Surviving Entity", and said two entities being herein sometimes collectively called the "Constituent Entities").

**RECITALS**

**WHEREAS**, the Disappearing Corporation is a corporation duly organized and existing under the laws of the State of Florida.

**WHEREAS**, the LLC is a limited liability company duly formed and existing under the laws of the State of Delaware.

**WHEREAS**, the Disappearing Corporation has an authorized capitalization consisting of 80,000 shares of common stock, par value \$1.00 per share (the "Common Stock"), of which 60,492.7 shares are issued and outstanding on the date hereof.

**WHEREAS**, the LLC has two members holding one hundred percent (100%) of its limited liability company interests on the date hereof.

**WHEREAS**, pursuant to the terms and conditions set forth herein and the applicable provisions of the laws of the State of Delaware and the State of Florida, the parties intend that the Disappearing Corporation merge with and into the LLC (the "Merger"), and that upon the Effective Date (as defined herein) of the Merger, all of the Common Stock issued and outstanding immediately prior to the Effective Date as defined herein will be cancelled without consideration.

**NOW, THEREFORE**, in consideration of the representations and warranties, agreements and obligations herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1Terms and Conditions of the Merger

1.1 On the Effective Date, the Disappearing Corporation shall be merged with and into the LLC, with the LLC as the surviving entity, and the separate existence of the Disappearing Corporation shall cease.

1.2 On the Effective Date, all outstanding shares of Common Stock shall, by virtue of the Merger, be cancelled without consideration.

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Section 2  
Effective Date

2.1 This Agreement and the consummation of the Merger have been approved by the members of the LLC and shall be submitted to the directors and shareholders of the Disappearing Corporation entitled to vote thereon.

2.2 On the Effective Date and subject to the terms and conditions hereof, the parties hereto shall cause the Merger to be consummated by the filing of a certificate of merger meeting the requirements of the Delaware Limited Liability Company Act (the "Certificate of Merger") with the Secretary of State of the State of Delaware. The parties hereto will also file such certificates or other agreements as shall be required by the Florida Business Corporation Act.

2.3 The Merger shall become effective at the time and on the date that the Certificate of Merger is filed with the Secretary of State of the State of Delaware and articles of merger are filed with the Secretary of State of the State of Florida, herein sometimes referred to as the "Effective Date."

Section 3  
Representations, Covenants and Agreements

3.1 The LLC represents, covenants and agrees that it has presented this Agreement for adoption or rejection by its member(s) (and has received all necessary approvals), and will furnish to such member(s) such documents and information in connection therewith as is required by law.

3.2 The Disappearing Corporation represents, covenants and agrees that it has presented this Agreement for adoption or rejection by its directors and shareholders (and has received all necessary approvals), and will furnish to such directors and shareholders such documents and information in connection therewith as is required by law.

3.3 Each party hereto covenants and agrees that it will not, prior to the Effective Date of the Merger, issue any equity interest in it without the prior written consent of the other party hereto.

3.4 Upon the Effective Date, the LLC hereby agrees to be bound by the terms and conditions of all agreements of the Disappearing Corporation, to which it shall become a party by virtue of the Merger. On the Effective Date, the LLC shall continue in existence as the Surviving Entity, and without further action, succeed to and possess all of the rights, privileges and powers of the Disappearing Corporation, and all of the assets and property of whatever kind and character of the Disappearing Corporation shall vest in the LLC without further act or deed; thereafter, the LLC, as the Surviving Entity, shall be liable for all of the liabilities and obligations of the Disappearing Corporation, and any claim or judgment against the Disappearing Corporation may be enforced against the LLC, as the Surviving Entity, in accordance with Section 18-209 of the Delaware Limited Liability Company Act and applicable Florida law. If at any time the LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of the Disappearing Corporation, or otherwise

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to carry out the provisions hereof, the proper representatives of the Disappearing Corporation as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

#### Section 4

##### Certificate of Formation: Limited Liability Company Agreement

4.1 The Certificate of Formation of the LLC in effect on the Effective Date shall be the Certificate of Formation of the Surviving Entity, to remain unchanged until amended in accordance with the provisions thereof and of the LLC Agreement (as defined below) and applicable law.

4.2 The limited liability company agreement of the LLC in effect on the Effective Date (the "LLC Agreement") shall be the limited liability company agreement of the Surviving Entity, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

4.3 The officers of the LLC on the Effective Date shall be the officers of the Surviving Entity.

4.4 The members of the LLC on the Effective Date shall be the members of the Surviving Entity, until additional or substituted members are admitted in accordance with the LLC Agreement or applicable law.

#### Section 5

##### Amendment and Termination

5.1 At any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, this Agreement may be terminated and abandoned by the Board of Directors of the Disappearing Corporation or the members of the LLC, notwithstanding favorable action on the Merger by the directors of the Disappearing Corporation or the member(s) of the LLC.

#### Section 6

##### Miscellaneous

6.1 To the extent permitted by law, this Agreement may be amended by an agreement in writing signed by both parties hereto at any time prior to the Effective Date, with respect to any of the terms contained herein except the terms of the conversion provided for in Section 1.2.

6.2 Each party shall execute and deliver any further instruments and take such other action as the other party may reasonably request to consummate the transactions contemplated hereby.

6.3 This Agreement shall be construed in accordance with the substantive laws of the State of Florida.

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