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GAP.74376

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Gap Exploration, Ltd.
A01000000111

Coyote Creek Exploration, Ltd.
A01000000327

Gentlemen or Ladies:

Enclosed for filing are Articles of Merger of Gap Exploration, Ltd. and Coyote Creek Exploration, Ltd. with Gap Exploration, Ltd. being the surviving entity. The Plan of Merger is attached to the Articles and we also enclose copies of the unanimous written consents evidencing the consent of all partners to both entities. Finally, a check in the amount of \$105 is enclosed to cover the filing fee due.

Once the enclosed merger documents have been accepted and filed, please return confirmation of merger to the undersigned. A self-addressed, stamped envelope is enclosed for your convenience in returning the filed Articles. Please advise if you have any questions regarding the enclosed.

Very truly yours,

HUNTER, SMITH & DAVIS, LLP

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Paralegal

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Enclosures

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>Gap Exploration, Ltd.</u>	<u>FL</u>	<u>Limited Partners</u>
<u>3573 Mercantile Avenue</u>		
<u>Naples, FL 34104</u>		

Florida Document/Registration Number: A01000000111 FEI Number: 59-3700806

2. <u>Coyote Creek Exploration, Ltd.</u>	<u>FL</u>	<u>Limited Partners</u>
<u>3573 Mercantile Avenue</u>		
<u>Naples, FL 34104</u>		

Florida Document/Registration Number: A01000000327 FEI Number: 59-3700808

3. _____	_____	_____

Florida Document/Registration Number: _____ FEI Number: _____

4. _____	_____	_____

Florida Document/Registration Number: _____ FEI Number: _____

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Gap Exploration, Ltd. 3573 Mercantile Avenue Naples, FL 34104	Florida	Limited Partnershi

Florida Document/Registration Number: A01000000111 FEI Number: 59-3700806

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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(Attach additional sheet(s) if necessary)

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Gap Exploration, Ltd. 3573 Mercantile Avenue Naples, FL 34104	Florida
Coyote Creek Exploration, Ltd. 3573 Mercantile Avenue Naples, FL 34104	Florida

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SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Gap Exploration, Ltd.	Florida

THIRD: The terms and conditions of the merger are as follows:

The merger shall become effective upon filing with the Florida Department of State (the "Effective Date"). On the Effective Date of the merger, Merging Party shall be merged with and into Surviving Party which latter entity shall survive the merger and the separate existence and organization of Merging Party shall cease. On and after the Effective Date of the merger, the partners of the Surviving Party shall be authorized to execute all deeds, assignments, and documents of every nature which may be necessary to make or evidence the full and complete transfer of property from the Merging Party to the Surviving Party.

(Attach additional sheet(s) if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

One Hundred Percent (100%) of the General and Limited Partnership interests of the Merging Party and Surviving Party are owned by the same partners in identical percentages. This ownership interest and ratio shall continue in the Surviving Party. All partners of the Surviving Party have consented to and approved the merger of and with the Merging Party.

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

One Hundred Percent (100%) of the General and Limited Partnership interests of the Merging Party and Surviving Party are owned by the same partners in identical percentages. This ownership interest and ratio shall continue in the Surviving Party. All partners of the Surviving Party have consented to and approved the merger of and with the Merging Party.

(Attach additional sheet(s) if necessary)

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FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,
Florida Document/Registration Number

Richard A. Counts, General Partner
400 Flagship Drive
Unit 307
Naples, FL 34108

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

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EIGHTH: Other provisions, if any, relating to the merger:

Upon the Effective Date of the merger, the General and Limited Partnership interests of the Merging Party shall be terminated and the assets of the Merging Party shall pass to the Surviving Party by virtue of the merger.

In all other respects, the Partnership Agreement of the Surviving Party, as in effect immediately prior to the Effective Date of the merger, shall continue in full force and effect as its Partnership Agreement after the merger.

(Attach additional sheet(s) if necessary)