

**TODD WATSON**  
ATTORNEY AT LAW

SUITE 107  
7785 BAYMEADOWS WAY  
JACKSONVILLE, FLORIDA 32256

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MJH

A010000000/96

January 9, 2001

Secretary of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

Re: Clarke Resources Limited Partnership

W-01-1151  
000003533740--1  
-01/11/01--01104--014  
\*\*\*105.00 \*\*\*105.00

Dear Sir:

Enclosed are Articles of Merger for the above referenced partnership along with our check in the amount of \$105.00 which represents the filing fee. Please file the Articles of Merger and forward confirmation to our office.

Your assistance with this matter is greatly appreciated. Please contact our office should you have any questions concerning this matter.

Sincerely,



Ginger Cassada  
Legal Assistant

Enclosures  
/gc

CLARKE RESOURCES LIMITED PARTNERSHIP ARTICLES OF MERGER TO SECRETARY OF STATE

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
01 FEB 19 PM 1:21



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

January 16, 2001

GINGER CASSADA  
TODD WATSON  
7785 BAYMEADOWS WAY, SUITE 107  
JACKSONVILLE, FL 32256

SUBJECT: CLARKE RESOURCES LIMITED PARTNERSHIP  
Ref. Number: W01000001151

We have received your document for CLARKE RESOURCES LIMITED PARTNERSHIP and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective day must be specific and cannot be prior to the date of filing.

The plan of merger must be attached/included.

The Survivor "CLARKE RESOURCES LIMITED PARTNERSHIP", must be active on our records.,

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Michelle Hodges  
Document Specialist

Letter Number: 601A00002407



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

February 7, 2001

GINGER CASSADA  
TODD WATSON  
7785 BAYMEADOWS WAY, SUITE 107  
JACKSONVILLE, FL 32256

SUBJECT: CLARKE RESOURCES LIMITED PARTNERSHIP  
Ref. Number: W01000001151

We have received your document for CLARKE RESOURCES LIMITED PARTNERSHIP and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The plan of merger must be attached/included.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Michelle Hodges  
Document Specialist

Letter Number: 701A00007540

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

THE CLARKE FAMILY LIMITED PARTNERSHIP, a Tennessee Limited  
Partnership

into

CLARKE RESOURCES LIMITED PARTNERSHIP, a Florida entity  
A01000000196

File date: February 19, 2001

Corporate Specialist: Michelle Hodges

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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## **ARTICLES OF MERGER**

**THESE ARTICLES OF MERGER** executed on the date undersigned by and between The Clarke Family Limited Partnership, a Tennessee Limited Partnership, (referred to as "TENN"), with Clarke Enterprises, Inc., a Tennessee Corporation, as its General Partner and Clarke Resources Limited Partnership, a Florida Limited Partnership, (referred to as "FLA"), with Clarke Resources, Inc., a Florida Corporation, as its General Partner.

### **WITNESSETH THAT:**

**WHEREAS**, TENN desires to merge into FLA and become a Florida Limited Partnership.

**NOW THEREFORE**, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1.0 Approval. On the date undersigned, all of the partners of TENN and all of the directors and shareholders of Clarke Enterprises, Inc., as the general partner of TENN, adopted and approved these Articles of Merger by Written Consents to Action. On the date undersigned these Articles of Merger were unanimously approved in their entirety by all of the partners or prospective partners of FLA and by all of the shareholders and directors or prospective shareholders and directors of Clarke Resources, Inc., as general partner of FLA.

2.0 Merger. TENN, a Tennessee Limited Partnership is hereby merged into FLA.

3.0 Effective Date. These Articles of Merger are intended to become effective for all purposes, including income tax and accounting purposes, on January 2, 2001, or if later, the date of filing with such date being hereinafter called the Effective Date, and shall become effective for state law purposes upon the Effective Date and compliance with the laws of the State of Florida.

4.0 Surviving Entity. FLA shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida and the separate existence of TENN shall cease forthwith upon the Effective Date.

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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5.0 Capital Interest. The capital interests of FLA following the Effective Date shall be 100 interests and each partner of TENN shall own and hold the exact same interest in FLA as the partner held in TENN.

6.0 Certificate of Limited Partnership. The Certificate of Limited Partnership of FLA following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Limited Partnership upon any other person whomsoever are subject to this reserve power, shall continue as the Certificate of Limited Partnership as the Surviving Entity. Such Certificate of Limited Partnership shall constitute the Certificate of Limited Partnership of FLA separate and apart from these Articles of Merger and may be separately certified as the Certificate of Limited Partnership of FLA.

7.0 Partnership Agreement. The Partnership Agreement of TENN shall be the Partnership Agreement of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, provided however, all references to Tennessee Law shall be replaced with references to applicable Florida Law and provisions prohibited by Florida Law shall be amended.

8.0 Further Assurance of Title. If at any time FLA shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to FLA any right, title, or interest of TENN held immediately prior to the Effective Date, TENN and Clarke Enterprises, Inc., as its General Partner and its proper officers and directors, shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in FLA as shall be necessary to carry out the purposes of these Articles of Merger, FLA and Clarke Resources, Inc., as its general partner and its proper directors and officers, are fully authorized to take any and all such action in the name of FLA or otherwise.

9.0 Retirement of Capital Interests. As of the Effective Date, all of the interests of TENN currently held by one or more of its partners shall be retired and terminated and an equal number of capital interests and percentage of ownership in FLA shall be issued in respect thereof.

10.0 Conversion of Capital Interests. Forthwith upon the Effective Date, all of the capital interests of TENN and all rights in respect thereof shall be converted into an equal number of capital interests in FLA.

11.0 Book Entries. As of Effective Date entries shall be made upon the books of FLA as follows:

11.1 The assets and liabilities of TENN shall be recorded on the books of FLA at the exact amounts at which they were carried on the books of TENN, immediately prior to the Effective Date.

11.2 All accounting and tax attributes of TENN, without limitation, shall become the accounting and tax attributes of FLA.

12.0 General Partner. Upon the effective date, Clarke Resources, Inc., a Florida Corporation, shall serve as the general partner of the Clarke Resources Limited Partnership, a Florida Limited Partnership.

13.0 Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused these Articles of Merger to be executed by Charles O. Clarke, as President of Clarke Enterprises, Inc., a Tennessee Corporation, as General Partner of the Clarke Family Limited Partnership, a Tennessee Limited Partnership.

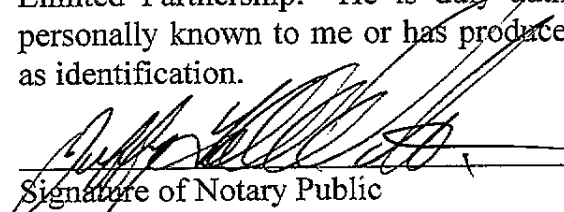
Executed this 1st day of December, 2000.

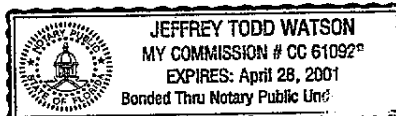


Charles O. Clarke, as President of Clarke Enterprises, Inc., as General Partner of the Clarke Family Limited Partnership

**STATE OF FLORIDA  
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me this 1st day of December, 2000, by Charles O. Clarke, as President of Clarke Enterprises, Inc., a Tennessee Corporation, as General Partner of the Clarke Family Limited Partnership, a Tennessee Limited Partnership. He is duly authorized to act on behalf of the Corporation, is personally known to me or has produced FDL# C462-154-20-252-0 as identification.

  
Signature of Notary Public  
Notary's Seal:



Executed by Dennis O. Clarke, as President of Clarke Resources, Inc., a Florida Corporation, as General Partner of Clarke Resources Limited Partnership, a Florida Limited Partnership.

Dennis O. Clarke

Dennis O. Clarke, as President of Clarke Resources, Inc., as General Partner of Clarke Resources Limited Partnership

STATE OF Tennessee  
COUNTY OF Union

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2000, by Dennis O. Clarke, as President of Clarke Resources, Inc., a Florida Corporation, as General Partner of Clarke Resources Limited Partnership, a Florida Limited Partnership. He is duly authorized to act on behalf of the Corporation, is personally known to me or has produced Self as identification.

Elizabeth Hatchew

Signature of Notary Public

Notary's Seal:

11-4-01



## **PLAN AND AGREEMENT OF MERGER**

**THIS PLAN AND AGREEMENT OF MERGER** executed on the 13th day of December, 2000, by and between The Clarke Family Limited Partnership, a Tennessee Limited Partnership, (referred to as "TENN"), with Clarke Enterprises, Inc., a Tennessee Corporation, as its General Partner and Clarke Resources Limited Partnership, a Florida Limited Partnership, (referred to as "FLA"), with Clarke Resources, Inc., a Florida Corporation, as its General Partner;

The Parties to this Plan and Agreement of Merger agree as follows:

### **ARTICLE 1.0 MERGER OF TENNFLA INTO FLA**

Upon the effective date (as defined in Article 4.0) TENN shall be merged with and into FLA and the separate existence of TENN shall cease. FLA (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida and Clarke Resources, Inc., a Florida Corporation shall be the General Partner of the Surviving Entity. The address of the registered or principal office of the Surviving Entity in Florida is 1160 NW CR 341, Bell, Florida, 32619.

### **ARTICLE 2.0 CERTIFICATE OF LIMITED PARTNERSHIP**

The Certificate of Limited Partnership of FLA shall be the Certificate of Limited Partnership of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Limited Partnership Agreement of TENN as in effect on the effective date, shall be the Limited Partnership Agreement of the Surviving Entity until altered, amended or repealed, as provided therein expressly provided however, all references to Tennessee Law, if any, shall be replaced with references to the applicable Florida Law and any provisions prohibited by Florida Law shall be amended.

### **ARTICLE 3.0 STATUS AND CONVERSION OF INTERESTS**

Upon the effective date all of the partnership interests of TENN currently held by one or more of its partners, whether general or limited, shall be retired and terminated and an equal partnership interest and percentage of ownership in FLA, both general and limited, shall be issued in respect thereof to all partners of TENN. After the effective date, each holder of an outstanding certificate or certificates of partnership interests theretofore representing general or limited partnership interests in TENN may surrender

the same to FLA and shall be entitled to receive in exchange therefor a certificate of partnership interests representing the general or limited partnership interests the individual or person is entitled to receive in accordance with the provisions of this Article 3.0 as provided above. Until so surrendered, each outstanding certificate or other evidence of the ownership of limited partnership interests in TENN, shall be deemed for all purposes to evidence ownership of the same percent of limited partnership interests in FLA.

#### **ARTICLE 4.0 PARTNERS' APPROVAL; EFFECTIVE DATE**

This Agreement shall be submitted for approval to all partners of TENN and FLA, respectively, at meetings thereof held on or prior to January 2, 2001, such date hereafter referred to as the "effective date", (or such later date as the respective partners or boards of directors of corporate partners shall mutually approve), called and held separately in accordance with Florida law and Tennessee law, as applicable, and if approved by such partners then Articles of Merger, reflecting this Agreement in the form required by Florida law, shall be delivered to the Florida Department of State.

#### **ARTICLE 5.0 FURTHER ASSURANCE**

Before the effective date, TENN and FLA shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, FLA shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to FLA full title to and possession of all the properties, assets, rights, privileges and obligations of TENN, then the persons who were partners of TENN, including the officers and directors of any corporate partners, as of the effective date shall as such partners, officers and/or directors take all such action and execute and deliver all such instruments as FLA may so determine to be necessary or desirable.

#### **ARTICLE 5.0 CERTAIN EFFECTS OF MERGER**

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of TENN shall be possessed by FLA subject to the obligations and duties of TENN and all property, real, personal and mixed owned by and all debts due to TENN on whatever account shall be vested in FLA and shall thereafter be as effectually the property of FLA as they were of TENN and the title to any real estate vested in TENN, shall thereafter be as effectually the property of FLA as they were of TENN; as provided in Florida Statutes Section 620.8906 and all liens upon any property of TENN shall be preserved unimpaired, and all debts, liabilities and duties of TENN shall upon the effective date attach to FLA and may be enforced against FLA to the same

extent as if such debts, liabilities and duties had been incurred or contracted by FLA.

## **ARTICLE 6.0 REGISTRATION SUBSEQUENT TO MERGER**

The parties unanimously agree that the merger of TENN into FLA qualifies for exemption from registration with the Securities and Exchange Commission.

## **ARTICLE 7.0 EXPENSES**

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by FLA.

## **ARTICLE 8.0 MISCELLANEOUS**

8.1           Specific Performance.       The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

8.2           Attorney Fees.       In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial or appellate proceedings.

8.3           Remedies.       All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

8.4           Notices.       Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

8.5        Invalid Provision.    The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

8.6        Counterparts.        This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.7        Modification.        No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

8.8        Headings.        Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

8.9        Governing Law.        The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in the City of Bell, Gilchrist County, Florida.

8.10       Entire Agreement.    This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

8.11       Benefit.        This Agreement shall not be assignable by either party.

8.12       Gender and Number.    Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

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**ARTICLE 9.0 EXECUTION**

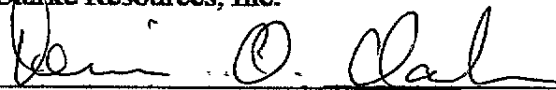
This Plan and Agreement of Merger shall be approved and become effective on the date it is approved by the Partners, both limited and general, of both TENN and FLA.

Clarke Enterprises, Inc.



by Charles O. Clarke, on behalf of Clarke Enterprises, Inc.  
as its President, as General Partner of The Clarke Family  
Limited Partnership

Clarke Resources, Inc.



by Dennis O. Clarke, on behalf of Clarke Resources, Inc., as  
its President, as Limited Partner of The Clarke Family  
Limited Partnership