

A01000001565

December 19, 2001

VIA FEDERAL EXPRESS

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee FL 32399

Re: Filing of Plan and Agreement of Merger and Articles of Merger
For Bressler Outdoor Management Group, LLLP

Dear Sir or Madam:

Enclosed for filing are the following documents:

1. 2 copies of the Plan and Agreement of Merger between Bressler Outdoor Management Group, LLLP and Bressler Outdoor Management Group, Inc., with the LLLP being the surviving entity (one to be filed with each entity involved in the merger);
2. 2 copies of the Articles of Merger (one to be filed with each entity involved in the merger);
3. One extra copy of the Plan and Agreement of Merger and the Articles of Merger, to be date stamped and returned in the self-addressed, stamped envelope.

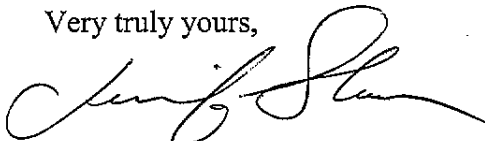
As you will see, with these documents Bressler Outdoor Management Group, Inc. has merged with Bressler Outdoor Management Group, LLLP, with the LLLP being the surviving entity. Enclosed is a check for the total amount of \$87.50, which represents the \$35 filing fee for filing the Articles of Merger with Bressler Outdoor Management Group, Inc., and \$52.50 filing fee for filing the Articles of Merger with Bressler Outdoor Management Group, LLLP.

Please direct all questions to me at my daytime telephone number (407-622-1040) or my business address of:

Jennifer Sloane, Esq.
Bressler Outdoor Advertising, LLC
170 W. Fairbanks Avenue, Suite 102
Winter Park FL 32789

Thank you very much for your attention to this matter.

Very truly yours,



Jennifer Sloane

Enclosures

BRESSLER OUTDOOR ADVERTISING, L.L.C.

170 W. FAIRBANKS AVE., SUITE 102 • WINTER PARK, FL 32789

(407) 622-1040 • (800) 570-3232 • FAX: (407) 622-1045

EFFECTIVE DATE

12/30/01

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ARTICLES OF MERGER
Merger Sheet

MERGING:

BRESSLER OUTDOOR MANAGEMENT GROUP, INC. a Florida corporation
P99000035517

into

BRESSLER OUTDOOR MANAGEMENT GROUP, LLLP, a Florida entity
A01000001565

File date: December 20, 2001 , effective December 30, 2001

Corporate Specialist: Lee Rivers

ARTICLES OF MERGER

These 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 of each **merging** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Bressler Outdoor Management Group, LLLP 170 W. Fairbanks Avenue, Suite 102 Winter Park, Florida 32789	Florida	Limited Liability Limited Partnership
Florida Document Number: <u>A01000001565</u>	FEI Number: <u>59-3760272</u>	
2. Bressler Outdoor Management Group, Inc. 170 W. Fairbanks Avenue, Suite 102 Winter Park, Florida 32789	Florida	Corporation
Florida Document Number : <u>P99000035517</u>	FEI Number: <u>59-3577735</u>	

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Bressler Outdoor Management Group, LLLP 170 W. Fairbanks Avenue, Suite 102 Winter Park, Florida 32789	Florida	Limited Liability Limited Partnership
Florida Document Number: <u>A01000001565</u>	FEI Number: <u>59-3760272</u>	

THIRD: The Plan and Agreement of Merger, attached as Exhibit A hereto, meets the requirements of sections(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: 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), 608.438(2), and/or 620.202(2), Florida Statutes.

FIFTH: 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

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regulations or articles of organization of any limited liability company that is a party to the merger.

SIXTH: The merger shall become effective as of December 30, 2001.

SEVENTH: Shareholder approval was not required to effectuate the merger, but a vote was taken on December 14, 2001 and a majority of shareholders voted in favor of the Merger, and accordingly, the Plan of Merger was adopted on December 14, 2001.

EIGHTH: The surviving entity is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the merger.


NINTH: The surviving entity has agreed to promptly pay to the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

14th IN WITNESS WHEREOF, the parties have signed these Articles of Merger on this day of December, 2001.

Bressler Outdoor Management Group, LLLP

By: Bressler Development Company, Inc.,
General Partner

By: 
David E. Bressler,
President of the General Partner

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Bressler Outdoor Management Group, Inc.

By: 
David E. Bressler, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated Dec. 14, 2001, by and between Bressler Outdoor Management Group LLLP, hereinafter referred to as Transferee, and Bressler Outdoor Management Group, Inc., hereinafter referred to as Transferor.

WITNESSETH:

WHEREAS, Transferor is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Transferee is a Limited Liability Limited Partnership duly organized and existing under the laws of the State of Florida; and

WHEREAS, Transferor and Transferee have agreed that Transferor shall merge into Transferee upon the terms and conditions and in the manner set forth in this Agreement, and in accordance with the applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement, and in order to consummate the transactions described above, Transferor, Transferee, and the constituent parties to this Agreement, agree as follows:

1. Transferor and Transferee agree that Transferor shall be merged into Transferee, as a single entity, upon the terms and conditions of this Agreement, and that Transferee shall continue, under the laws of the State of Florida and pursuant to the terms of its controlling Amended and Restated Limited Liability Limited Partnership Agreement, as the surviving entity (the "Surviving Entity"), and name of the Surviving Entity shall be Bressler Outdoor Management Group, LLLP. The Transferor and Transferee further agree as follows:

a. The purposes, the registered agent, the address of the registered office, powers and duties of the General Partner and the nature of the membership Units of the Surviving Entity shall be as appears in the Amended and Restated Limited Liability Limited Partnership Agreement of Transferee and any amendments thereto as filed with the partnership books at the Surviving Entity's place of business on the date of this Agreement. From and after the effective date and until further amended, altered or restated as provided by law or pursuant said Agreement, the Amended and Restated Limited Liability Limited Partnership Agreement separate and apart from this Agreement shall be and may be separately certified as the Amended and Restated Limited Liability Limited Partnership Agreement of the Surviving Entity. As a result of the Merger, any reference in the Amended and Restated Limited Liability Limited Partnership Agreement to the applicability of terms in the Agreement following an anticipated Merger shall become effective on December 30, 2001, the effective date of the Merger.

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b. By-Laws of Transferor in effect on the effective date shall be terminated.

c. The entity that, upon the effective date of the merger, shall constitute the General Partner of the Surviving Entity shall be the entity constituting the General Partner of Transferee on the effective date. The General Partner of Transferee is Bressler Development Company, Inc., a Florida corporation, whose address is 170 West Fairbanks Ave., Suite 102, Winter Park, Florida 32789. By way of signature on this Plan and Agreement of Merger, the General Partner of the Transferee hereby consents to the continuation of his status of General Partner in the Surviving Entity and shall retain the same corporate address as referenced above.

d. The management of the Surviving Entity is vested solely in the General Partner, Bressler Development Company, Inc., which, following the Merger, shall hold the sole Partnership Unit of Transferee with voting rights. In order to carry out its management responsibilities, the General Partner shall delegate management authority to certain individuals. The initial management structure of the Surviving Entity shall be as follows:

- i. The Chief Operating Officer of the Surviving Entity shall be David E. Bressler as President of Bressler Development Company, Inc.
- ii. The Treasurer of the Surviving Entity shall be Cheryl Ayers.
- iii. The Secretary of the Surviving Entity shall be Jennifer Sloane.

2. This Agreement has been consented to by the Board of Directors and shareholders of Transferor and the Unit holders of Transferee (the "Constituent Entities") who are entitled to vote thereon by a vote sufficient for approval in accordance with §607.1103 of the Florida General Corporation Act and with §620.202 of the Florida Revised Uniform Limited Partnership Act, on December 14, 2001. The merger of Transferor and Transferee shall become effective on December 30, 2001. The date on which the merger of Transferor and Transferee becomes effective is called in this instrument the "effective date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of Transferor shall cease and Transferor shall be merged into the Surviving Entity in accordance with this Agreement, and the Surviving Entity shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Entities so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations of each of the Constituent Entities; and all property, real, personal and mixed, and all debts due to either of the Constituent Entities on whatever account as well as for stock subscriptions as all other things in action or belonging to each of the Constituent Entities shall be vested in the Surviving Entity; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the Surviving Entities as they were of the respective Constituent Entities; and the title to any real estate, whether vested by deed or otherwise in either of the Constituent Entities under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the Constituent Entities shall be preserved unimpaired; and all debts, liabilities

and duties of the Constituent Entities shall then attach to the Surviving Entity and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it. Notwithstanding the foregoing, all Stock Distribution and Shareholders' Agreements by and between Transferor and its shareholders shall be hereafter null, void, and of no further effect.

4. The merger of Transferor into Transferee is considered to be a contribution of Transferor assets in exchange for units of ownership in the Transferee followed by a liquidation of Transferor whereby each shareholder of Transferor is provided a unit of Transferee interest in exchange for shares in Transferor. The manner and basis of converting and exchanging the shares of Transferor into partnership interests ("Units") of Transferee shall be as follows:

a. On the effective date, \$5.00 shall be contributed by the General Partner to the Partnership in exchange for one Class A-1 Unit of Transferee, no par value (Transferee Units) pursuant to a Partnership Interest Agreement between Bressler Development Company, Inc. and Transferee, and the Class A-1 Unit shall be held by the corporate General Partner. Upon the effective date, this shall be the only partnership Unit issued with voting rights.

b. On the effective date, each share of Class A common stock of Transferor issued and outstanding immediately before the effective date shall be exchanged for one Class A-2 Unit of Transferee, no par value (Transferee Units) pursuant to a Partnership Interest Agreement between the Class A shareholder and Transferee.

c. On the effective date, each share of Class B common stock of Transferor issued and outstanding immediately before the effective date shall be exchanged for one Class B Unit of Transferee, no par value (Transferee Units) pursuant to each individual Partnership Interest Agreement between each Class B shareholder of Transferee and Transferor.

d. For those Class B shareholders of Transferee who deliver their Notice of Dissent pursuant to the procedures set forth in the statutory provisions attached to the "Notice, Waiver of Notice, and Minutes of Special Meeting of the Board of Directors and Shareholders of Bressler Outdoor Management Group, Inc." (hereinafter "Dissenting Shareholder"), if the proposed Merger is approved by a majority of shareholders, the Dissenting Shareholder shall receive the notices required by Section 607.1320, Florida Statutes, and both Transferor and the Dissenting Shareholder shall be bound by all deadlines set forth in said statutory provisions. All shareholders of Transferor have been put on notice that, in the event they dissent to the proposed corporate action, the offer to be made to the Dissenting Shareholder pursuant to Florida law shall be zero (\$0.00), based upon a formal valuation which provides that the shares have no value. Said shares of the Dissenting Shareholder shall then be purchased and the Dissenting Shareholder will not be entitled to receive any Units in the Surviving Entity nor shall the Dissenting Shareholder have any right to become a Limited Partner in the Surviving Entity.

5. After the effective date of the merger, each Transferor shareholder shall surrender his or her certificate or certificates previously representing Transferor stock to Transferee, and

thereafter shall be entitled to receive in exchange the number and class of Units of Transferee to which they shall have become entitled under this Agreement. There shall be no issuance of a certificate representing the number and Class of Units of Transferee. The issuance of partnership Units shall be by a separate Partnership Interest Agreement, which shall be signed by each Unit holder prior to the effective date of the merger. Until surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of Transferor stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective Units of Transferee into which they shall have been converted. Each Transferor shareholder also acknowledges and agrees that after the effective date of the merger, each employee of Bressler Outdoor Advertising, LLC that was supposed to receive shares of Class B common stock prior to the merger, but for which no such stock was issued because the Transferor had already issued all authorized Class B shares, (including additional shares to some Transferor shareholders as well as shares to non-Transferor shareholders) shall be issued the same number of partnership units equal to the number of shares of capital stock in the Transferor that were supposed to be issued prior to the merger.

6. Transferor and Transferee shall each take all appropriate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

7. Upon the effective date the transfer, the books of Transferor shall be closed and no transfer of shares of Transferor stock shall be made or consummated thereafter.

8. The result of the merger set forth herein shall have no effect on any separate agreements between the Transferor shareholders and any other third party, including but not limited to, the Non-Compete Agreements between the Transferor shareholders and Bressler Outdoor Advertising, LLC.

9. Prior to and from and after the effective date, the Constituent Entities shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of Transferor, the officers and directors of the Constituent Entities shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise carry out the purpose of this Agreement.

10. Transferor represents, warrants to and agrees with Transferee as follows:

- a. Transferor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. Transferor is not

presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the By-Laws, as amended to date, of Transferor previously delivered to Transferee are true, correct and complete copies as now in full force and effect. No provisions of these instruments nor any other instrument to which Transferor is subject prohibits, limits or otherwise affects the right, power and authority of Transferor to enter into this Agreement or to cause the consummation of the merger.

- b. The authorized capitalization of Transferor consists of 1,000,000 Class A shares and 1,000,000 Class B shares of common stock of which 489,000 Class A shares and 999,175 Class B shares are presently outstanding, all of which are validly issued, fully paid and non-assessable. There are no existing options, warrants, convertible securities or similar rights granted by Transferor, or any commitments or agreements of a similar nature to which Transferor is a party, relating to the authorized or issued stock of Transferor which would restrict or limit the merger.
- c. Transferor presently has no subsidiaries.
- d. The execution, delivery and performance of this Agreement has been duly and effectively authorized by the Board of Directors of Transferor and has been consented to by the shareholders of Transferor for approval under §607.1108 of the Florida General Corporation Act.
- e. Transferor has delivered to Transferee its books, records financial statements and balance sheets. These financial records fairly present, in accordance with acceptable accounting principles applied on a consistent basis, the financial position of Transferor as of the date thereof. Transferor has no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the balance sheet (including related notes and schedules) or in this Agreement, and the balance sheet and statement of operations disclose all liabilities, contingent or otherwise, that might be or become a charge against the assets or properties of the Transferor.
- f. Transferor is not, and by execution and performance of this Agreement, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which Transferor is a party or to which Transferor may be subject or under any provision of its Articles of Incorporation or By-Laws, or violate any order, injunction, decree, statute, rule or regulation applicable to Transferor or any of its properties or assets.
- g. Transferor owns good and merchantable title to all of its properties and other assets used in connection with its business, including, but not limited to, those

reflected in the balance sheet of Transferor referred to in subparagraph (e) of this Paragraph 9, except: (1) liens set forth in the balance sheet or in its notes or in this Agreement; (2) liens in connection with leasehold or statutory liens (including liens for taxes not yet due and payable) not yet delinquent; and (3) minor defects and irregularities in the title to any property, and encumbrances relating to any real property, that do not detract materially from the value and marketability of the property or impair the use of the property for the purpose for which it is held by Transferor.

- h. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against Transferor in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. Transferor is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentality.
- i. Except as otherwise contemplated by this Agreement, Transferor has not: (1) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in its financial position, assets, liabilities or business; (2) declared or paid any dividends or authorized or made any distribution upon or with respect to its capital stock or purchased any shares of its capital stock; (3) made any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness reflected in the balance sheet referred to in subparagraph (e) of this Paragraph 9; (4) mortgaged or pledged any of its assets or properties or incurred any indebtedness for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; (5) sold, exchanged or otherwise disposed of any of its capital assets, except in the ordinary course of business; or (6) increased the salaries of its officers, directors or employees or paid any bonus, directly or indirectly, to its officers, directors or employees.
- j. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by Transferor directly with Transferee without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.
- k. Transferor has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate reserves, which are reflected in the financial statements referred to in subparagraph (e) of this Paragraph 9 for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods recovered by the

returns and prior to the effective date. Transferor is not delinquent in the payment of any taxes or duties, and Transferor has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against Transferor.

11. Transferee represents, warrants to and agrees with Transferor as follows:

- a. Transferee is a Limited Liability Limited Partnership duly organized, validly existing, and in good standing with the laws of the State of Florida, and has full power to carry on its business as it is now being conducted.
- b. Transferee is not, and by the execution and performance of this Agreement, will not be in breach of any term or provision of or in a default under, and no event has occurred that with a lapse of time or action by a third party could result in a default under any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its Limited Liability Limited Partnership Agreement, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of Transferee.
- c. The execution, delivery and performance of this Agreement by Transferee have been duly and effectively authorized by the General Partner of Transferee.
- d. The Units of Transferee to be issued pursuant to this Agreement have been duly authorized for issuance by the General Partner of Transferee and when so issued will be validly issued and outstanding, fully paid and nonassessable.
- e. The negotiations relative to this Agreement and the transactions contemplated by it have been carried on by Transferee directly with Transferor without the intervention of any person in a manner that gives rise to any valid claim against any of the parties for a brokerage or similar commission.
- f. Transferee has delivered to Transferor its books, records financial statements and balance sheets. These financial records fairly present, in accordance with acceptable accounting principles applied on a consistent basis, the financial position of Transferee as of the date thereof. Transferee has no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the balance sheet (including related notes and schedules) or in this Agreement, and the balance sheet and statement of operations disclose all liabilities, contingent or otherwise, that might be or become a charge against the assets or properties of the Transferee.
- g. The authorized capitalization of Transferee consists of 1 Class A-1 Unit, an unlimited number of Class A-2 Units, an unlimited number of Class B Units,

and the unlimited right of the General Partner to create as many other Classes of Units with any number of restrictions or limitation placed thereon as the General Partner deems necessary or appropriate for a valid business purpose, to be determined by the General Partner in its sole discretion.

12. This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

13. 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 Transferor and Transferee, 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.

IN WITNESS WHEREOF, Bressler Outdoor Management Group, LLLP and Bressler Outdoor Management Group, Inc. have caused this Plan and Agreement of Merger to be signed in their entity names by their respective General Partner and President, all as of the day and year first above written.

Bressler Outdoor Management Group, LLLP

By: 

Bressler Development Company, Inc.,
General Partner, by and through David
E. Bressler, its President

[Corporate Seal]

Bressler Outdoor Management Group, Inc.

By: 

David E. Bressler, President

The foregoing Plan and Agreement of Merger having been duly executed by Bressler Outdoor Management Group, LLLP and Bressler Outdoor Management Group, Inc., respectively, and the Plan and Agreement of Merger having been duly approved and adopted by the Board of Directors of Bressler Outdoor Management Group, Inc. and the General Partner of Bressler Outdoor Management Group, LLLP, respectively, and the Plan and Agreement of Merger having been duly approved or adopted by the stockholders and members of each entity in the manner provided by the laws of the State of Florida, the President and General Partner of the entities do now execute this Plan and Agreement of Merger as the act, deed and agreement of the entities on this 14th day of Dec., 2001.

[Corporate Seal]

Bressler Outdoor Management Group, LLLP

By: 

Bressler Development Company, Inc.,
General Partner, by and through David
E. Bressler, its President

[Corporate Seal]

Bressler Outdoor Management Group, Inc.

By: 

David E. Bressler, President

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