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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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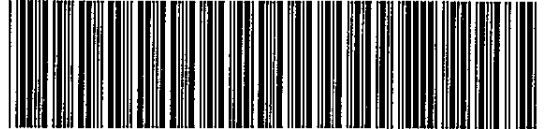
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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**McKenna Long  
& Aldridge**<sup>LLP</sup>  
Attorneys at Law

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CAROL I. MCEWEN  
(404) 527-4666

EMAIL ADDRESS  
cmcewen@mckennalong.com

December 20, 2005

**By Federal Express**

Florida Department of State  
Division of Corporations  
Registration Section  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

Re: Articles of Merger of  
D.O. Partnership, L.P., a Georgia limited partnership, with and into  
D.O. Partners, Ltd., a Florida limited partnership

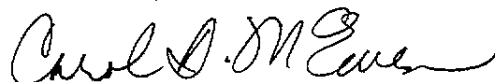
Ladies and Gentlemen:

Enclosed for filing is an original and a conformed copy of Articles of Merger of D.O. Partnership, L.P., a Georgia limited partnership, with and into D.O. Partners, Ltd., a Florida limited partnership. Also enclosed is our check in the amount of \$157.50 payable to Florida Secretary of State in payment of the applicable fees of \$105.00 for filing and \$52.50 for issuance of a certified copy.

Please file the Articles and, upon completion of processing, return to us a certified copy in the enclosed self-addressed overnight delivery envelope.

If you have any questions, please contact me. Thank you for your assistance.

Sincerely,



Carol I. McEwen  
Paralegal

cc: Charles E. Wilson, III

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** D.O. Partners, Ltd.  
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Charles E. Wilson III  
(Contact Person)

McKenna Long & Aldridge LLP  
(Firm/Company)

303 Peachtree Street, Ste 5300  
(Address)

Atlanta, GA 30308  
(City, State and Zip Code)

For further information concerning this matter, please call:

Carol McEwen at ( 404 ) 527-4666  
(Name of Contact Person) (Area Code and Daytime Telephone Number)

☒ Certified copy (optional) \$52.50

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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**ARTICLES OF MERGER  
OF  
D. O. PARTNERSHIP, L.P.  
(A Georgia Limited Partnership)  
WITH AND INTO  
D. O. PARTNERS, LTD. - A05-2228  
(A Florida Limited Partnership)**

The undersigned limited partnerships, pursuant to Section 620.203 of the Florida Revised Uniform Limited Partnership Act the "Florida Act") hereby execute the following Articles of Merger:

I.

The name and state of formation of each entity which is merging is as follows:

<u>Name</u>	<u>State of Formation</u>
D. O. Partnership, L.P.	Georgia
D. O. Partners, Ltd.	Florida

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II.

The Agreement and Plan of Merger, under which D. O. Partnership, L.P., a Georgia limited partnership ("D.O. - Georgia"), will merge with and into D. O. Partners, Ltd., a Florida limited partnership ("D.O. - Florida") (the "Merger"), is attached hereto as Exhibit A. D.O. - Florida will be the surviving entity in the Merger (hereinafter sometimes referred to as the "Surviving Entity")

III.

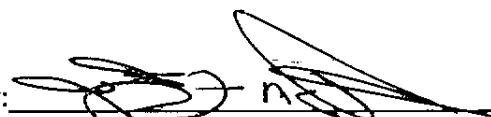
The Merger was duly approved by the General Partners and the Limited Partners of D.O. - Florida and D.O. - Georgia in accordance with the provisions of Chapter 620 of the Florida Act. The General Partner of the Surviving Entity has consented to continue to serve in such capacity, pursuant to the provisions of Section 620.202 of the Florida Act.

IN WITNESS WHEREOF, each of the undersigned has caused these Articles of Merger to be signed by its General Partner this 19th day of December, 2005.

**D. O. PARTNERS, LTD.**  
(A Florida Limited Partnership)

By:   
John F. McDonald, General Partner

**D. O. PARTNERSHIP, L.P.**  
(A Georgia Limited Partnership)

By:   
John F. McDonald, General Partner

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 19, 2005 (the "Effective Date"), by and between D. O. PARTNERS, LTD., a Florida limited partnership (the "the Florida Partnership"), and D. O. PARTNERSHIP, L.P., a Georgia limited partnership ("the Georgia Partnership") (collectively, the "Constituent Partnerships").

### **WITNESSETH:**

WHEREAS, the parties desire and deem it advisable that the Georgia Partnership be merged with and into the Florida Partnership, with the Florida Partnership as the surviving entity of such merger (the "Merger"), pursuant to this Agreement and in accordance with the applicable provisions of the Georgia Revised Uniform Limited Partnership Act (the "Georgia Act") and the Florida Revised Uniform Limited Partnership Act (the "Florida Act");

NOW THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and among the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Act and the Florida Act, that the Georgia Partnership shall be and hereby is, at the Effective Time (as defined below), merged with and into the Florida Partnership, and that the terms and conditions of the Merger hereby agreed upon, the mode of carrying the same into effect and the manner of converting shares are and shall be as follows:

### **ARTICLE 1**

#### **THE MERGER**

Each of the parties hereby agrees as follows:

Section 1. Merger. As soon as practicable following the execution of this Agreement, the Georgia Partnership shall be merged with and into the Florida Partnership in accordance with this Article 1, the Georgia Act and the Florida Act, the separate limited partnership existence of the Georgia Partnership shall cease, and the Florida Partnership shall continue as the surviving partnership in the merger (the "Merger"). The name of the surviving partnership shall be D. O. Partnership, L.P. (the "Surviving Partnership").

Section 2. Filing of Certificate of Merger. As soon as practicable following the execution of this Agreement, the Georgia Partnership and the Florida Partnership shall cause a Certificate of Merger, substantially in the form attached hereto as Exhibit A, to be executed and filed with the Georgia Secretary of State and the Florida Secretary of State in accordance with the requirements of the Georgia Act and the Florida Act, respectively. The Merger shall be effective on the later of the effective time of the filing of the Certificate of Merger in Georgia or in Florida (the "Effective Time").

Section 3. Effects of the Merger. The Merger shall have the effects set forth in the Georgia Act, including Sections 14-9-206 and 14-9-206.1 thereof, and the effects set forth in the Florida Act, including Section 620.204 thereof, and in accordance therewith at the Effective

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Time of the Merger the Surviving Partnership shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Partnerships and all property, real, personal and mixed, and all debts due to either of said Constituent Partnerships on whatever account, and all other things in action or belonging to each of the Constituent Partnerships, shall be vested in the Surviving Partnership; and all property rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Partnership as they were of the respective Constituent Partnerships, and the title to any real estate vested by deed or otherwise in either of said Constituent Partnerships shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Partnerships shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time. The Surviving Partnership shall thenceforth be responsible and liable for all the contracts, liabilities and obligations of the Constituent Partnerships and any claim existing or action or proceeding pending by or against either of the Constituent Partnerships may be prosecuted as if the Merger had not taken place, or the Surviving Partnership may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any Constituent Partnership shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Partnerships shall attach to the Surviving Partnership, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Section 4. Certificate of Limited Partnership; Limited Partnership Agreement. The Certificate of Limited Partnership and Limited Partnership Agreement of the Florida Partnership immediately prior to the Effective Time shall be the Certificate of Limited Partnership and Limited Partnership Agreement of the Surviving Partnership until duly amended as provided therein or by applicable law.

Section 5. General Partner. The General Partner of the Florida Partnership immediately prior to the Effective Time shall be the General Partner of the Surviving Partnership unless and until his successor is duly elected in accordance with the Certificate of Limited Partnership and Limited Partnership Agreement of the Surviving Partnership. The name and address of the General Partner are:

John F. McDonald  
6227 Vista Verde Drive W  
Gulfport, Florida 33707

Section 6. Conversion of Units.

(a) Cancellation of the Georgia Partnership Units. Each share of the Georgia Partnership General Partner Unit(s) and Limited Partner Unit(s) issued and outstanding immediately prior to the Effective Time shall, without any action on the part of the Georgia Partnership or the Florida Partnership shall be cancelled. The number of Units and partnership interest of the Florida Partnership shall be the number of Units and partnership interest of the Surviving Partnership, as set forth in Exhibit B hereto.

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Section 7. Partner Approval by Unanimous Written Consent. The (i) written consent of the General Partner and at least a Majority in Interest of the Limited Partners of the Georgia Partnership and (ii) the written consent of the General Partner and at least a Majority in Interest of the Limited Partners of the Florida Partnership to the Agreement and Plan of Merger set forth in this Article 1 and to the Merger and the other transactions contemplated hereby has been executed contemporaneously herewith.

Section 8. Tax-Free Reorganization. The Merger is intended to be a tax-free merger of the Georgia Partnership with and into the Florida Partnership under Section 708(b)(2)(A) of the United States Internal Revenue Code of 1986, as amended.

## ARTICLE 2

### NECESSARY ACTION

Prior to and from and after the Effective Time, the Constituent Partnerships shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Florida Partnership shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in the Surviving Partnership, according to the terms hereof, the title to any property or rights of the Constituent Partnerships, the General Partners of the Constituent Partnerships, or the General Partners of the Surviving Partnership, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Partnership, and otherwise to carry out the purposes of this Agreement.

## ARTICLE 3

### TERMINATION.

At any time prior to the filing of the Certificate of Merger as set forth in Section 2 of Article 1, the General Partner of the Florida Partnership or the General Partner of the Georgia Partnership may terminate and abandon this Agreement (without incurring any liability for such action), notwithstanding favorable action on the Merger by the respective Partners of any of the parties to this Agreement or earlier approval by the Partners or any of the parties to this Agreement.

## ARTICLE 4

### MISCELLANEOUS.

Section 1. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Section 2. Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A.

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Section 3. Entire Agreement; Amendment. This Agreement, the Exhibits attached hereto and the documents referred to herein or delivered pursuant hereto which form a part hereof, contain the entire understanding of the parties hereto with respect to its subject matter. There are no restrictions, agreements, promises, warranties, representations, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings among the parties with respect to its subject matter. This Agreement may not be amended except by an instrument in writing duly executed on behalf of all the parties.

**IN WITNESS WHEREOF**, each of the parties hereto has duly executed this Agreement and Plan of Merger as of the date first above written.

D. O. Partners, Ltd., a Florida Limited Partnership

By: /s/ John F. McDonald  
John F. McDonald  
General Partner

D. O. Partnership, L.P., a Georgia Limited Partnership

By: /s/ John F. McDonald  
John F. McDonald  
General Partner

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