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MERGER OR SHARE EXCHANGE

MURIEL B. SMITH HOLDINGS, LLLP

Certificate of Status	0
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A. LUNT
APR 28 2009
EXAMINER

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER

of

THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP
(a Georgia limited partnership)

With and Into

MURIEL B. SMITH FAMILY HOLDINGS, LLLP
(a Florida limited liability limited partnership)

It is hereby certified that:

1. The constituent limited partnerships participating in the merger herein certified are:

a. **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, which is a Georgia limited partnership formed under the laws of the State of Georgia.

b. **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**, which is a Florida limited liability limited partnership formed under the laws of the State of Florida.

2. A Plan and Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent partnerships in accordance with the partnership agreement and the provisions of Ga. Code Ann. Section 14-9-206.1, by **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, and by **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**, in the same manner as is provided in Sections 620.2106 - 620.2109 of the Florida Revised Uniform Limited Partnership Act of 2005.

3. The name of the surviving limited liability limited partnership in the merger herein certified is **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**, which will continue its existence as said surviving limited liability limited partnership under its present name upon the effective date of said merger pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 2005.

4. The Certificate of Limited Liability Limited Partnership of **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**, as now in force and effect, shall continue to be the Certificate of Limited Liability Limited Partnership of said surviving limited liability limited partnership until amended and changed pursuant to the provisions of the Florida Uniform Limited Partnership Act of 2005.

5. The executed Plan and Agreement of Merger between the aforesaid constituent partnerships is on file at the principal place of business of the sole general partner of the aforesaid surviving limited liability limited partnership, the address of which is:

MURIEL B. SMITH FAMILY HOLDINGS, LLLP
c/o **MURIEL B. SMITH INVESTMENTS, LLC**
3410 Southern Cay Drive
Jupiter, FL 33477

6. The effective date and time of the merger shall be the date and time of filing of the Certificate of Merger.

7. **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, the terminating limited partnership in the merger, shall be terminated on the effective date of the merger, and the Certificate of Merger will have the effect of a Certificate of Cancellation for the terminating limited partnership in accordance with Ga. Code Ann. Sections 14-9-206(c) and (d).

Dated: April 1, 2009.

MURIEL B. SMITH FAMILY HOLDINGS, LLLP, a Florida limited liability limited partnership ("Survivor")

By: **MURIEL B. SMITH INVESTMENTS, LLC**, General Partner

By: Muriel B. Smith, Member
MURIEL B. SMITH, Member, Director

By: _____
CHARLES W. SMITH, III, Member, Director

By: _____
MICHAEL P. SMITH, Member, Director

By: _____
GAIL S. COUGHLIN, Member, Director

THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP, a Georgia limited partnership ("Terminating")

By: **M.B. SMITH-SOUTHERN INVESTMENT HOLDINGS, INC.**, General Partner

By: Muriel B. Smith, President
MURIEL B. SMITH, President

MURIEL B. SMITH FAMILY HOLDINGS, LLLP
c/o MURIEL B. SMITH INVESTMENTS, LLC
3410 Southern Cay Drive
Jupiter, FL 33477

6. The effective date and time of the merger shall be the date and time of filing of the Certificate of Merger.

7. **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, the terminating limited partnership in the merger, shall be terminated on the effective date of the merger, and the Certificate of Merger will have the effect of a Certificate of Cancellation for the terminating limited partnership in accordance with Ga. Code Ann. Sections 14-9-206(c) and (d).

Dated: April 1, 2009.

MURIEL B. SMITH FAMILY HOLDINGS, LLLP, a Florida limited liability limited partnership ("Survivor")

By: **MURIEL B. SMITH INVESTMENTS, LLC**, General Partner

By: _____
MURIEL B. SMITH, Member, Director

By: *Charles W. Smith III*

CHARLES W. SMITH, III, Member, Director

By: _____
MICHAEL P. SMITH, Member, Director

By: _____
GAIL S. COUGHLIN, Member, Director

THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP, a Georgia limited partnership ("Terminating")

By: **M.B. SMITH-SOUTHERN INVESTMENT HOLDINGS, INC.**, General Partner

By: _____
MURIEL B. SMITH, President

MURIEL B. SMITH FAMILY HOLDINGS, LLLP
c/o **MURIEL B. SMITH INVESTMENTS, LLC**
3410 Southern Cay Drive
Jupiter, FL 33477

6. The effective date and time of the merger shall be the date and time of filing of the Certificate of Merger.

7. **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, the terminating limited partnership in the merger, shall be terminated on the effective date of the merger, and the Certificate of Merger will have the effect of a Certificate of Cancellation for the terminating limited partnership in accordance with Ga. Code Ann. Sections 14-9-206(c) and (d).

Dated: April 1, 2009.

MURIEL B. SMITH FAMILY HOLDINGS, LLLP, a Florida limited liability limited partnership ("Survivor")

THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP, a Georgia limited partnership ("Terminating")

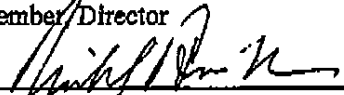
By: **MURIEL B. SMITH INVESTMENTS, LLC**, General Partner

By: **M.B. SMITH-SOUTHERN INVESTMENT HOLDINGS, INC.**, General Partner

By: _____
MURIEL B. SMITH, Member, Director

By: _____
MURIEL B. SMITH, President

By: _____
CHARLES W. SMITH, III, Member/Director

By: 

MICHAEL F. SMITH, Member, Director

By: _____
GAIL S. COUGHLIN, Member, Director

MURIEL B. SMITH FAMILY HOLDINGS, LLLP
c/o **MURIEL B. SMITH INVESTMENTS, LLC**
3410 Southern Cay Drive
Jupiter, FL 33477

6. The effective date and time of the merger shall be the date and time of filing of the Certificate of Merger.

7. **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, the terminating limited partnership in the merger, shall be terminated on the effective date of the merger, and the Certificate of Merger will have the effect of a Certificate of Cancellation for the terminating limited partnership in accordance with Ga. Code Ann. Sections 14-9-206(c) and (d).

Dated: April 1, 2009.

MURIEL B. SMITH FAMILY HOLDINGS, LLLP, a Florida limited liability limited partnership ("Survivor")

THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP, a Georgia limited partnership ("Terminating")

By: **MURIEL B. SMITH INVESTMENTS, LLC**, General Partner

By: **M.B. SMITH-SOUTHERN INVESTMENT HOLDINGS, INC.**, General Partner

By: _____
MURIEL B. SMITH, Member, Director

By: _____
MURIEL B. SMITH, President

By: _____
CHARLES W. SMITH, III, Member, Director

By: _____
MICHAEL P. SMITH, Member, Director

By: 
GAIL S. COUGHLIN, Member, Director

PLAN AND AGREEMENT OF MERGER

of

THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP
(a Georgia limited partnership)

With and Into

MURIEL B. SMITH FAMILY HOLDINGS, LLLP
(a Florida limited liability limited partnership)

This **PLAN AND AGREEMENT OF MERGER** is hereby adopted by **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, a limited partnership organized under the laws of the State of Georgia, by unanimous written consent of its partners effective as of April 1, 2009, and adopted by **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**, a limited liability limited partnership organized under the laws of the State of Florida, by unanimous written consent of its partners effective as of April 1, 2009. The names of the partnerships planning to merge are **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, a limited partnership organized under the laws of the State of Georgia ("M.B. SMITH-GA"), and **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**, a limited liability limited partnership organized under the laws of the State of Florida ("M.B. SMITH-FL"). The name of the surviving limited liability limited partnership into which M.B. SMITH-GA plans to merge is **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**.

1. **M.B. SMITH-GA** and **M.B. SMITH-FL** shall, pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 2005 and in the same manner as is provided in the Georgia Uniform Limited Partnership Act, be merged with and into a single limited liability limited partnership, **M.B. SMITH-FL**, which shall be the surviving limited liability limited partnership upon the effective date of the merger, which is sometimes hereinafter referred to as the "surviving limited liability limited partnership", and which shall continue to exist as said surviving limited liability limited partnership under its present name pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 2005. The separate existence of **M.B. SMITH-GA**, which is sometimes hereinafter referred to as the "terminating limited partnership", shall cease upon the effective date of the merger in the same manner as is provided in the Georgia Uniform Limited Partnership Act.

2. The Certificate of Limited Liability Limited Partnership of the surviving limited liability limited partnership upon the effective date of the merger in the jurisdiction of its organization shall be the Certificate of Limited Liability Limited Partnership of the surviving limited liability limited partnership, and said Certificate of Limited Liability Limited Partnership shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida Revised Uniform Limited Partnership Act of 2005.

3. The present Agreement of Limited Liability Limited Partnership of the surviving limited liability limited partnership will be the Agreement of Limited Liability Limited Partnership of the surviving limited liability limited partnership and will continue in full force

and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Revised Uniform Limited Partnership Act of 2005.

4. The general and the limited partners of the surviving limited liability limited partnership upon the effective date of the merger in the jurisdiction of its organization shall continue to be the general and limited partners of the surviving limited liability limited partnership, in accordance with the Agreement of Limited Liability Limited Partnership of the surviving limited liability limited partnership.

5. The participating percentages of the interests of the general and of the limited partners of the terminating limited partnership shall, upon the effective date of the merger and without any action by the partners, be identical in the surviving limited liability limited partnership. The general and the limited partners of the surviving limited liability limited partnership shall be identical to those general and limited partners of the terminating limited partnership. Therefore, the participating percentages of the interests of the general and of the limited partners of the surviving limited liability limited partnership shall not be changed in any manner, shall be identical with those of the terminating limited partnership as of the effective date of the merger.

6. The surviving limited liability limited partnership shall possess all the rights, privileges, immunities, franchises, and powers of the terminating limited partnership, and all property, real, personal and mixed, and all debts due to the terminating limited partnership, as well as all other choses in action, and every interest of or belonging to or due to the terminating limited partnership shall be deemed to be transferred to and vested in the surviving limited liability limited partnership without further act or deed; and the title to any interest therein vested in the terminating limited partnership shall not revert or be in any way impaired by such merger.

7. The surviving limited liability limited partnership shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of the terminating limited partnership; and any claim existing or action or proceeding pending by or against the terminating limited partnership may be prosecuted as if such merger had not taken place, or such surviving limited liability limited partnership may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the terminating limited partnership shall be impaired by such merger.

8. The Plan and Agreement of Merger of the terminating limited partnership with and into the surviving limited liability limited partnership has been fully authorized in accordance with the provisions of the Georgia Uniform Limited Partnership Act and the Florida Revised Uniform Limited Partnership Act of 2005, and in accordance with the respective partnership agreements of the terminating limited partnership and of the surviving limited liability limited partnership. The terminating limited partnership and the surviving limited liability limited partnership hereby stipulate that they will cause to be executed and filed and/or recorded a Certificate of Merger and any document or documents prescribed by the laws of the State of Georgia and of the State of Florida, and they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

9. The general partners of the terminating limited partnership and of the surviving limited liability limited partnership, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger or of the merger provided for herein.

TERMINATING LIMITED PARTNERSHIP:

**THE MURIEL B. SMITH HOLDINGS
LIMITED PARTNERSHIP**, a Georgia limited
partnership

By: **M.B. SMITH-SOUTHERN INVESTMENT
HOLDINGS, INC.**, General Partner

By: Muriel B. Smith, President
MURIEL B. SMITH, President

**SURVIVING LIMITED LIABILITY
LIMITED PARTNERSHIP:**

**MURIEL B. SMITH FAMILY HOLDINGS,
LLP**, a Florida limited liability limited partnership

By: **MURIEL B. SMITH INVESTMENTS,
LLC**, General Partner

By: Muriel B. Smith, President
MURIEL B. SMITH, President

THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP

**WRITTEN CONSENT OF THE PARTNERS
IN LIEU OF A SPECIAL MEETING**

April 1, 2009

The undersigned, being the partners of **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, a Georgia limited partnership (the "Limited Partnership"), does hereby consent in writing to the taking of the following actions:

APPROVAL OF MERGER

RESOLVED, that the form, terms and provisions of the Plan and Agreement of Merger (in the form attached hereto as Exhibit A) to be entered into between the Limited Partnership and **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**, a Florida limited liability limited partnership, ("M. B. SMITH-FL"), providing for the merger of the Limited Partnership with and into **M. B. SMITH-FL**, with **M. B. SMITH-FL** as the survivor of said merger, be and they are hereby approved; and

FURTHER RESOLVED, that the President of the sole general partner of the Limited Partnership is authorized and directed, for and on behalf of the Limited Partnership, to execute and deliver said Plan and Agreement of Merger; and

FURTHER RESOLVED, that the President of the sole general partner of the Limited Partnership is authorized and directed, for and on behalf of the Limited Partnership, to take all such actions, to execute and deliver all such instruments, and to cause to be filed all such documents, including without limitation the Certificate of Merger, with the Secretary of State of the States of Georgia and Florida, and to do all such other things necessary or appropriate in connection with the merger of the Limited Partnership with and into **M. B. SMITH-FL**.

This Written Consent has been duly executed by the general partner of the Limited Partnership and the limited partner who owns a majority of the rights to receive distributions from the Limited Partnership as of the 1st day of April, 2009.

General Partner:

**M. B. SMITH-SOUTHERN
INVESTMENT HOLDINGS, INC.**

By: Muriel B. Smith President
MURIEL B. SMITH, President

Majority Limited Partner:

Muriel B. Smith
MURIEL B. SMITH

MURIEL B. SMITH FAMILY HOLDINGS, LLLP

**WRITTEN CONSENT OF THE PARTNERS
IN LIEU OF A SPECIAL MEETING**

April 1, 2009

The undersigned, being the partners of MURIEL B. SMITH FAMILY HOLDINGS, LLLP, a Florida limited liability limited partnership (the "LLL"), do hereby consent in writing to the taking of the following actions:

APPROVAL OF MERGER

RESOLVED, that the form, terms and provisions of the Plan and Agreement of Merger (in the form attached hereto as Exhibit A) to be entered into between the LLLP and THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP, a Georgia limited partnership, ("M. B. SMITH-GA"), providing for the merger of M. B. SMITH-GA with and into the LLLP with the LLLP as the survivor of said merger, be and they are hereby approved; and

FURTHER RESOLVED, that the President of the sole general partner of the LLLP is authorized and directed, for and on behalf of the LLLP, to execute and deliver said Plan and Agreement of Merger; and

FURTHER RESOLVED, that the President of the sole general partner of the LLLP is authorized and directed, for and on behalf of the LLLP, to take all such actions, to execute and deliver all such instruments, and to cause to be filed all such documents, including without limitation the Certificate of Merger with the Secretary of State of the States of Georgia and Florida, and to do all such other things necessary or appropriate in connection with the merger of M. B. SMITH-GA with and into the LLLP.

Pursuant to Section 620.2107, Florida Statutes, this Written Consent has been duly executed by the general partner of the LLLP and the limited partner who owns a majority of the rights to receive distributions from the LLLP as of the 1st day of April, 2009.

General Partner:

MURIEL B. SMITH INVESTMENTS, LLC

By: Muriel B. Smith, Member, Director
MURIEL B. SMITH, Member, Director

By: _____
CHARLES W. SMITH, III, Member, Director

MURIEL B. SMITH FAMILY HOLDINGS, LLLP

**WRITTEN CONSENT OF THE PARTNERS
IN LIEU OF A SPECIAL MEETING**

April 1, 2009

The undersigned, being the partners of **MURIEL B. SMITH FAMILY HOLDINGS, LLLP**, a Florida limited liability limited partnership (the "LLL"), do hereby consent in writing to the taking of the following actions:

APPROVAL OF MERGER

RESOLVED, that the form, terms and provisions of the Plan and Agreement of Merger (in the form attached hereto as Exhibit A) to be entered into between the LLLP and **THE MURIEL B. SMITH HOLDINGS LIMITED PARTNERSHIP**, a Georgia limited partnership, ("M. B. SMITH-GA"), providing for the merger of M. B. SMITH-GA with and into the LLLP with the LLLP as the survivor of said merger, be and they are hereby approved; and

FURTHER RESOLVED, that the President of the sole general partner of the LLLP is authorized and directed, for and on behalf of the LLLP, to execute and deliver said Plan and Agreement of Merger; and

FURTHER RESOLVED, that the President of the sole general partner of the LLLP is authorized and directed, for and on behalf of the LLLP, to take all such actions, to execute and deliver all such instruments, and to cause to be filed all such documents, including without limitation the Certificate of Merger with the Secretary of State of the States of Georgia and Florida, and to do all such other things necessary or appropriate in connection with the merger of M. B. SMITH-GA with and into the LLLP.

Pursuant to Section 620.2107, Florida Statutes, this Written Consent has been duly executed by the general partner of the LLLP and the limited partner who owns a majority of the rights to receive distributions from the LLLP as of the 1st day of April, 2009.

General Partner:

MURIEL B. SMITH INVESTMENTS, LLC

By: _____
MURIEL B. SMITH, Member, Director

By: Charles W. Smith III
CHARLES W. SMITH, III, Member, Director

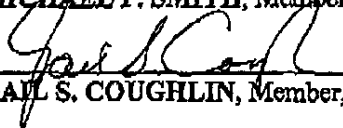
By: 
MICHAEL P. SMITH, Member, Director

By: _____
GAIL S. COUGHLIN, Member, Director

Majority Limited Partner:

MURIEL B. SMITH

By: _____
MICHAEL P. SMITH, Member, Director

By:  _____
GAIL S. COUGHLIN, Member, Director

Majority Limited Partner:

MURIEL B. SMITH

By: _____
MICHAEL P. SMITH, Member, Director

By: _____
GAIL S. COUGELIN, Member, Director

Majority Limited Partner:

Muriel B. Smith

MURIEL B. SMITH