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Florida Department of State

Division of Corporations

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

SEOLA II, LTD.

Certificate of Status	1
Certified Copy	1
Page Count	05
Estimated Charge	\$122.50

1513112-0003
ATTN: m WAGNER

ARTICLES OF MERGER
Merger Sheet

MERGING:

SEOLA, LTD. A FLORIDA ENTITY

INTO

SEOLA II, LTD., a Florida entity, A96000002244

File date: November 28, 2001

Corporate Specialist: Agnes Lunt

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
01 NOV 28

Fax Audit no. H01000117104

ARTICLES OF MERGER

OF

SEOLA, LTD.
A94-1101
WITH AND INTOSEOLA II, LTD.
A96-2244

01 NOV 28

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 620.203 of the Florida Revised Uniform Limited Partnership Act (the "Act"), the undersigned hereby certify that:

1. SEOLA, Ltd., a Florida limited partnership ("SEOLA Limited") shall be merged with and into SEOLA II, Ltd., a Florida limited partnership ("SEOLA II Limited"), and SEOLA II Limited shall be the surviving limited partnership (the "Merger").

2. The Agreement and Plan of Merger dated as of November 27, 2001, pursuant to which the Merger was approved and a copy of which is attached hereto, was approved by each of SEOLA Limited and SEOLA II Limited on November 27, 2001 in accordance with the applicable provisions of Chapter 620 of the Act.

3. The Certificate of Limited Partnership of SEOLA II Limited as in effect on the Effective Date shall remain in effect and be the Certificate of Limited Partnership of the surviving limited partnership.

4. The written consent of SEOLA II, Inc., a Florida corporation, the general partner of the surviving limited partnership, has been obtained pursuant to Section 620.202(2) of the Act.

5. The Merger shall become effective on the day that these Articles of Merger have been filed with the Secretary of the State of Florida (the "Effective Date").

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of SEOLA Limited and SEOLA II Limited by their respective general partners as of November 27, 2001.

SEOLA II, Inc., a Florida corporation, in its capacity as general partner of SEOLA II, Ltd. and SEOLA, Ltd.

By: 

Terry W. Stiles, President

01 NOV 28

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

OF

SEOLA, LTD.

WITH AND INTO

SEOLA II, LTD.

01 NOV 28

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Agreement and Plan of Merger dated as of November 27, 2001, is made by and between SEOLA II, Ltd., a Florida limited partnership ("SEOLA II Limited" or a "Constituent Limited Partnership" or the "Surviving Limited Partnership"), and SEOLA, Ltd., a Florida limited partnership ("SEOLA Limited" or a "Constituent Limited Partnership").

RECITALS

Pursuant to this Agreement and Plan of Merger, SEOLA Limited shall be merged with and into SEOLA II Limited (the "Merger") and, incident to the Merger, all of the outstanding partnership interests of SEOLA Limited shall be converted into partnership interests of SEOLA II Limited and all of the outstanding partnership interests of SEOLA Limited shall be cancelled. Each of the parties hereto wishes to set forth in this Agreement and Plan of Merger the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner and basis of converting the outstanding partnership interests of SEOLA Limited into partnership interests of SEOLA II Limited, and such other terms and conditions as may be required or desired and permitted. All of the partners of SEOLA Limited and SEOLA II Limited deem the Merger desirable and in the best interests of the Constituent Limited Partnerships, and have unanimously executed this Agreement and Plan of Merger.

AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. On the Effective Date (as defined in paragraph 7 below), in accordance with the provisions of this Agreement and Plan of Merger and Section 620.201 of the Florida Statutes, SEOLA Limited shall be merged with and into SEOLA II Limited, which shall be the Surviving Limited Partnership, and the separate existence of SEOLA Limited shall cease. SEOLA II Limited, as the surviving limited partnership, shall possess and retain every interest in all assets and properties of every description and wherever located of each of the Constituent Limited Partnerships. The rights, privileges, immunities, powers, franchises and authority, public as well as private, of each of the Constituent Limited Partnerships shall be vested in the Surviving Limited Partnership without further act. All obligations due to each of the Constituent Limited Partnerships shall be vested in the Surviving Limited Partnership without further act. The Surviving Limited Partnership shall be liable for all of the obligations of each of the Constituent Limited Partnerships existing as of the Effective Date.

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2. The Certificate of Limited Partnership of SEOLA II Limited as in effect on the Effective Date shall remain in effect and be the Certificate of Limited Partnership of the Surviving Limited Partnership.

3. The Amended and Restated Limited Partnership Agreement of SEOLA II Limited dated as of the Effective Date (the "Limited Partnership Agreement") shall be the Limited Partnership Agreement of the Surviving Limited Partnership. All partners of the Constituent Limited Partnerships agree to be bound by all of the terms and provisions of the Limited Partnership Agreement.

4. On the Effective Date, by virtue of the Merger and without any further act, the outstanding general partnership interest in SEOLA Limited held by SEOLA II, Inc., a Florida corporation (the "General Partner"), shall be converted into a .4401% general partnership interest in the Surviving Limited Partnership, the outstanding limited partnership interest in SEOLA Limited held by Terry W. Stiles, a Florida resident ("Stiles"), shall be converted into a 39.1689% limited partnership interest in the Surviving Limited Partnership, and the outstanding limited partnership interest in SEOLA Limited held by George A. Morgan, Jr., a Florida resident ("Morgan"), shall be converted into a 2.2005% limited partnership interest in the Surviving Limited Partnership and the outstanding limited partnership interest in SEOLA Limited held by Douglas P. Eagon, a Florida resident ("Eagon"), shall be converted into a 2.2005% limited partnership interest in the Surviving Limited Partnership. On the Effective Date, by virtue of the Merger and without any further act, the outstanding general partner interest in the Surviving Limited Partnership held by the General Partner shall be reduced from 1% to .5599%, the outstanding limited partnership interest held by Stiles in the Surviving Limited Partnership shall be reduced from 89% to 49.8311% the outstanding limited partnership interest held by Morgan in the Surviving Limited Partnership shall be reduced from 5% to 2.7955%, and the outstanding limited partnership interest held by Eagon in the Surviving Limited Partnership shall be reduced from 5% to 2.7955%. Accordingly, immediately after the Merger, the following interests in SEOLA II Limited shall be outstanding:

SEOLA II, Inc., a Florida corporation (General Partner)	1%
Terry W. Stiles, a Florida resident (Limited Partner)	89%
George A. Morgan, Jr., a Florida resident (Limited Partner)	5%
Douglas P. Eagon, a Florida resident (Limited Partner)	5%

5. The name and business address of the general partner of the Surviving Limited Partnership is:

SEOLA II, Inc.
300 S.E. 2nd Avenue
Fort. Lauderdale, Florida 33301
Attn: Terry W. Stiles

6. Pursuant to Section 620.202 of the Florida Statutes, SEOLA II, Inc., a Florida corporation, hereby specifically consents to continuing to be the general partner in the Surviving Limited Partnership.

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7. The Merger shall become effective on the date the Articles of Merger effectuating the Merger are filed with the Florida Secretary of State (the "Effective Date").

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

01 NOV 28